



**CITY OF SALEM, MASSACHUSETTS**

Kimberley Driscoll  
Mayor

Office of the Mayor

May 23, 2019

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

Ladies and Gentlemen of the City Council:

I am very pleased to appoint Darleen Melis of 155 Federal Street to serve as a regular member of the Salem Tree Commission. Ms. Melis is appointed to a three-year term to expire May 23, 2022. This seat, specified in Section 43-12(a)(6) is vacant as this Commission is newly established.

Ms. Melis was deeply engaged in the work of the LORAX Task Force, helping to draft the new tree Ordinance. She spent sixteen years as a member of the Salem School Building Committee and served as an elected member of the Salem School Committee from 1998 until 2006. Ms. Melis has extensive experience in committee cooperation and leadership, as well as a strong dedication to the visual environment – both natural and built – of our community.

I believe Ms. Melis will be a productive and positive member of this important new commission and, as someone who was involved in the writing of the Ordinance, will bring an important familiarity with the details and requirements of the code. We are fortunate she is willing to serve our community in this capacity and I strongly recommend confirmation of her appointment.

Very truly yours,

Kimberley Driscoll  
Mayor  
City of Salem

## Darleen D. Melis

115 Federal Street • Salem, MA 01970 • darleen.melis@verizon.net • (978) 744-6471

---

### Work Experience

- 1981-84 Assistant Project Manager for 260 Franklin Street project, Boston, MA  
Cabot, Cabot & Forbes, Boston, MA
- 1974-79 Administrative Assistant, Field Services Office  
National Trust for Historic Preservation, Boston, MA
- 1974 Draftsman for Gordon Sherman, AIA, Peterborough, NH
- 1973 Consultant for National Register of Historic Places nominations  
New Hampshire State Historic Preservation Office, Concord, NH

### Elected

- 1998-2005 Member and Vice Chair, Salem School Committee, Salem, MA

### Appointments

- 1998-2014 Member and Chair, renovate and construct seven public schools  
Salem School Building Committee, Salem, MA
- 1994-95 Community Representative to design "Break the Mold" school  
Planning Committee for Saltonstall School, Salem, MA

### Volunteer

- 2017-2019 One of three editors of Salem Tree Ordinance, LORAX Task Force
- 2008-2011 Vice-chair and Chair, *Christmas in Salem* historic house tours  
Historic Salem, Inc., Salem, MA
- 1975-83 Member of Steering Committee, preserve and re-use Alumnae Gym as a library  
Smith Alumnae Committee to Save Alumnae Gym, Smith College

### Award

- 2003 Lifetime Achievement Award, All-State School Committee  
Massachusetts Association of School Committees, November 13, 2003
- 2000 Certificate of Special Recognition, Exemplary Service to the Salem Public Schools  
Superintendent of Schools, Herbert Levine May 19, 2000

### Education

- 1979-80 Masters of Business Administration  
Simmons College, School of Management, Boston, MA
- 1969-73 Bachelor of Arts, Architectural History  
Smith College, Northampton, MA



**CITY OF SALEM, MASSACHUSETTS**

Kimberley Driscoll  
Mayor

Office of the Mayor

May 23, 2019

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

Ladies and Gentlemen of the City Council:

I am very pleased to appoint Naomi Cottrell to serve as a regular member of the Salem Tree Commission. Ms. Cottrell is appointed to a three-year term to expire May 23, 2022. This seat, specified in Section 43-12(a)(5) is vacant as this Commission is newly established.

Ms. Cottrell is been practicing landscape architecture in the Boston area for over 20 years and is passionate about the role trees play in our urban environment. She is certified with the US Green Building Council as a LEED Accredited Professional and holds a Master's degree in Landscape Architecture from Harvard University's Graduate School of Design. Ms. Cottrell's work spans a wide diversity of projects, from urban parks to institutional campuses and everything in between.

I believe Ms. Melis will be a productive and positive member of this important new commission and, as someone who was involved in the writing of the Ordinance, will bring an important familiarity with the details and requirements of the code. We are fortunate she is willing to serve our community in this capacity and I strongly recommend confirmation of her appointment.

Very truly yours,

Kimberley Driscoll  
Mayor  
City of Salem



# Naomi J. Cottrell, RLA, LEED AP

---

<b>Professional Experience</b>	<b>Crowley Cottrell, LLC</b> • Boston, MA • Principal/Owner	<b>2012-Present</b>	
	<b>Reed Hilderbrand</b> • Cambridge, MA • Senior Associate	<b>2003-2011</b>	
	<b>Keith LeBlanc Landscape Architecture</b> • Boston, MA • Landscape Designer	<b>1998-2000</b>	
	<b>Olson Lewis + Dioli Architects</b> • Manchester, MA • Architectural Designer	<b>1996-1998</b>	
<b>Education</b>	<b>Harvard University Graduate School of Design</b> • Cambridge, MA 2002 Master of Landscape Architecture		
	<b>Clemson University</b> • Clemson, SC 2013 Alumni of Distinction Award (Inaugural)		
	1995 Bachelor of Landscape Architecture		
	1994 Bachelor of Arts, Architecture		
	1994 ASLA Student Honor Award		
<b>Project Recognition</b>	<b>Mainstreet Modular Parklet</b> • Peabody, MA 2016 BSLA Honor Award for Design with Limited Resources		
	<b>Concord Academy Main Gate</b> • Concord, MA 2016 Concord Historic Commission Award for Landscape Preservation		
	<b>Greenlee House</b> • Dallas, TX (RH) 2013 ASLA Honor Award & BSLA Merit Award		
	<b>Edward Leathers Community Park</b> • Somerville, MA (RH) 2012 BSLA Merit Award		
	<b>Beck House</b> • Dallas, TX (RH) 2011 ASLA Honor Award & BSLA Merit Award		
	<b>Pamet Valley</b> • Truro, MA (KLLA) 2010 ASLA Honor Award & BSLA Honor Award 2010 Suburbia Transformed Award- James Rose Center		
	<b>ASLA National Convention</b> • Presenter 2016 "Mid-Career Mania: A Look Behind the Curtain"		
	<b>Clemson University, College of Architecture</b> • Guest Lecturer 2013 "Collaborating with Masters: Shaping the Forgotten Landscapes of Modernist Houses"		
<b>Teaching &amp; Speaking</b>	<b>Northeastern University, School of Architecture, Urban Landscape Program</b> • Studio Instructor 2012 Small Urban Spaces Design Studio		
	<b>University of Kentucky, College of Architecture</b> • Travel Seminar Guest Lecturer 2008 "Trends in Urban Public Spaces- Copley Square Case Study"		
	<b>Harvard University Graduate School of Design</b> • Career Discovery Principal Instructor 2003 Landscape Architecture and Urban Design		
	<b>Roxbury Madison Park High School, Design and Construction Academy</b> • Vocational Teacher 2003 Grades 10-12		
	<b>Harvard University Graduate School of Design</b> • Landscape Department Teaching Fellow 2002 Landscape Core Studio 1111, with Michael Blier 2001 Landscape Core Studio 1112, with Dorothee Imbert		
	<b>Registrations</b>	<b>USGBC – LEED Accredited Professional</b>	
		<b>Registered Landscape Architect</b> • MA	



**Naomi Cottrell, RLA, LEED AP, ASLA**  
**Principal/Owner**

With training in both Architecture and Landscape Architecture, Naomi blends her decades of experience in modernism and minimalism with her New England yankee roots to ground even her most playful projects in elegance and efficiency.

She believes in the power of quality designed landscapes in all communities, and understands that the most important design principles apply as much for her high-end residential work as for her community driven projects.

With years of experience leading public process, her charismatic personality helps her to connect with clients and communities to understand and realize their dreams for the site.

Naomi has lead a number of projects recognized in publications and with awards, including two ASLA Honor Awards for residential work, a BSLA Merit Award for Excellence in Design of Parks and Recreation Facilities, and a BSLA Honor Award for Success with Limited Resources.





**CITY OF SALEM, MASSACHUSETTS**

Kimberley Driscoll  
Mayor

Office of the Mayor

June 13, 2019

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

Ladies and Gentlemen of the City Council:

I am very pleased to appoint Milo Martinez of 78 Washington Square #2 to serve as an alternate on the Salem Historical Commission. Mr. Martinez will complete the remainder of an unexpired two-year term ending February 22, 2020. The seat was previously held by Jane Turiel, who has stepped down from the Commission.

Mr. Martinez is currently the Events Committee Chair of the Salem Common Neighborhood Association and a resident in one of our historic districts. He holds a Bachelor's of Science degree from the Massachusetts Institute of Technology and is deeply passionate about historic preservation.

I believe Mr. Martinez will bring an important perspective to the work of the Historical Commission. We are fortunate he is willing to serve our community in this capacity and I strongly recommend confirmation of his appointment.

Very truly yours,

Kimberley Driscoll  
Mayor  
City of Salem

Milo Martinez  
78 Washington Sq #2  
Salem, MA 01970  
T 202.630.6456  
milo.m@mac.com

Education : **Massachusetts Institute of Technology, 2008** Cambridge, MA  
Bachelors of Science in Comparative Media Studies

## Experience

### **Events Committee Chair, Salem Common Neighborhood Association, June 2018-present**

- Interface with City Government for permits and approvals (Parks and Rec Commision, Health Dept)
- Coordinate committee of 10 to execute events to benefit community members
- Contribute to community outreach and communications via fb, web, social media

### **Support Specialist, Intersystems Corp Dec 2018 – Present**

- Become expert in proprietary software and problem solving methods
- Interface with customers via web and phone to solve problems in a timely manner
- Educate and guide clients to solutions that are tailored for them

### **Lead Devops Engineer, Manager Devops, Cogo Labs Aug 2013 – Nov 2018**

- Manage external relationships with network service providers and core platform products
- Attend industry conferences to develop best practices strategies
- Be an expert in and provide knowledge of mailing infrastructure, process, project status, and general networking/internet protocols
- Provide triage and updates during service windows/interruptions
- Trained at Boston's Intelligent.ly to hone and develop leadership/team building skills
- Lead a team of 5 that maintains a mailing infrastructure with 0 downtime, 24 hour response, and production sends over 130M messages/day
- Create process for accepting requests from other teams with quick turnover and high accuracy. Making an arduous, many step process seems easy and quick to outsiders
- Balance workload between team members to ensure new projects are completed in a timely manner without falling behind on support tasks
- Responsible for the setup and integration of hundreds of dedicated servers into our networking, along with internal bookkeeping of sending setups
- Deciding best way to store and present data to analysts with combinations of MySQL, python and html

### **Associate QA Engineer, Xceptance– Oct 2012 – Aug 2013**

- Become adept in using the Admin Panel to populate e-store
- Create and execute test plans based on documentation and build automated tests

### **Associate SQA Engineer, Turbine – Jan 2012 – Oct 2012**

- Coordinate with developers and design docs to create test plans, push builds to test
- Lead QA for several minor site releases and localization testing

## Skills

**Languages** – Spanish: oral fluency and written proficiency



**CITY OF SALEM, MASSACHUSETTS**

Kimberley Driscoll  
Mayor

Office of the Mayor

June 13, 2019

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

Ladies and Gentlemen of the City Council:

I am very pleased to appoint Vijay Joyce to serve as a member of the Salem Historical Commission. Mr. Joyce will complete the remainder of an unexpired three-year term ending March 1, 2020. The seat was previously held by Joanne McCrea, who has stepped down from the Commission. Mr. Joyce was nominated for appointment by Historic Salem, Inc. (H.S.I.).

Mr. Joyce is a member of the Board of Directors of H.S.I., where he serves on the organization's Preservation Committee and established their popular "Talk About Design" program. He holds a Bachelor's degree in design studies from Boston Architectural College, where his studies focused especially on historic preservation and architectural history. Mr. Joyce is currently employed as an associate with Cumming Architects in Ipswich.

I believe Mr. Joyce will bring a useful perspective and expertise to the work of the Historical Commission. We are fortunate he is willing to serve our community in this capacity and I strongly recommend confirmation of his appointment.

Very truly yours,

Kimberley Driscoll  
Mayor  
City of Salem



## **Vijay Joyce**

Phone: (603)-369-7194

Email: [vdsjoyce@gmail.com](mailto:vdsjoyce@gmail.com)

10 ½ Herbert St, Apt 31, Salem, MA 01970

### **Work Experience**

**Cummings Architects, Ipswich, MA**

May 2012 - Current

*Associate / Job Captain*

Experience and Education in:

- ◆ Preparation of architectural drawings and specifications: initial Schematic through final Construction
- ◆ Project management, coordination and development; both on-site and in-office
- ◆ Analysis, documentation and assessment of historic structures for restoration or preservation.
- ◆ Building construction techniques and design of structures as early as 17th century
- ◆ Zoning code research

**Barker Architects. Concord, NH**

August 2011 - April 2012

*Intern*

### **Education**

**Boston Architectural College. Boston, MA**

Degree Awarded: *Bachelor in Design Studies.*

Dual concentration in *Historic Preservation and Architectural History, Theory & Criticism.*

August 2012 - May 2016

- ◆ Historic American Building Survey (HABS) drawing preparation and research for 1822 Newburyport Powder House

**New Hampshire Technical Institute (NHTI) Community College. Concord, NH**

Degree Awarded: *Associate of Science in Architectural Engineering Technology*

August 2010 - May 2012

President, Architectural Engineering Technology Club, NHTI, 2011-2012

### **Affiliations and Volunteer Work**

**Historic Salem Inc.**

- ◆ Founder of the Talk About Design (TAD) Organization
- ◆ On the Board of Directors
- ◆ Member of the Preservation Committee

**1657 Alexander Knight House**

- ◆ Over 120 volunteer hours constructing a replica timber-framed settler's cottage in Ipswich, MA; on permanent exhibit at the Ipswich Museum.



## CITY OF SALEM, MASSACHUSETTS

Kimberley Driscoll  
Mayor

Office of the Mayor

June 13, 2019

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

Ladies and Gentlemen of the City Council:

I am very pleased to appoint Sara Moore of 34 Leach Street to serve as a member of the Salem Board of Health. Prof. Moore will complete the remainder of an unexpired three-year term ending March 23, 2020. The seat was previously held by Kerry Murphy, who has stepped down from the Board.

Prof. Moore is an Assistant Professor in the Sociology Department at Salem State University and has taught previously at George Mason and Shepherd Universities. She earned her Ph.D. in sociology from George Mason University. Prof. Moore is a member of the American Sociological Association's section on medical sociology and volunteers locally on the Salem Food Policy Council, Mass in Motion Salem's Health Equity Working Group, and the Salem YMCA GreenSpace program. She has been a facilitator for the Salem Award Foundation and helped the City, North Shore Community Development Coalition, and Salem Partnership in the development of our Working Cities Challenge Grant application package.

I believe Prof. Moore will bring substantial expertise to the work of the Board of Health. We are fortunate that she is willing to serve our community in this role and I strongly recommend confirmation of her appointment.

Very truly yours,

Kimberley Driscoll  
Mayor  
City of Salem

# Sara B. Moore

## Curriculum Vitae

Department of Sociology  
Salem State University  
352 Lafayette Street  
Salem, MA 01970

(978) 542-2795 (phone)  
(978) 828-6753 (fax)  
sara.moore@salemstate.edu  
@SaraBeeMoore (Twitter)

### EDUCATION

- 2013            Ph.D. in Sociology, George Mason University, Fairfax, VA
- 2006            M.A. in Sociology, The New School, New York, NY
- 2004            B.S. in Sociology, Shepherd University, Shepherdstown, WV

### PROFESSIONAL POSITIONS

- 2014-Present    Assistant Professor, Department of Sociology, Salem State University
- 2013-2014        Instructor, Department of Women and Gender Studies, George Mason University
- 2009-2014        Instructor, Department of Sociology and Anthropology, George Mason University
- 2008-2014        Researcher, Center for Social Science Research, George Mason University
- 2006-2008        Instructor, Department of Sociology and Geography, Shepherd University

### RESEARCH AND TEACHING INTERESTS

Community Based and Participatory Research Methods  
Gender and Sexuality  
Health, Illness, and Medicine  
Marriage, Family, and Intimate Relationships  
Public and Applied Sociology  
Qualitative and Feminist Approaches to Social Research  
Sexual and Reproductive Health  
Social Inequalities

### COURSES TAUGHT

#### Undergraduate

Gender and Society  
Introduction to Sociology  
LGBTQIA+ Health Issues  
Marriage, Family, and Intimate Relationships  
Medical Sociology  
Public Sociology  
Social Problems  
Theoretical Perspectives in Women and Gender Studies

## Graduate

Human Diversity and Social Work Practice

## PUBLICATIONS

### Refereed Journal Articles

- 2011 Moore, Sara B. "Reclaiming the Body, Birthing at Home: Knowledge, Power, and Control in Childbirth." *Humanity & Society* 35:376-389.
- 2010 Davis, Shannon N. and Sara B. Moore. "Bearing Children, Becoming Women: The Influence of Childbearing on Women's Gender Ideologies." *International Journal of Sociology of the Family* 26:77-91.

### Book Chapters

- 2018 (Forthcoming) Moore, Sara B. and Cindy S. Vincent, "Moving Beyond the 'Me' Generation: Collaboration and Community-Engaged Scholarship among Millennial Faculty." In Michael G. Strawser (Editor). *Leading Millennial Faculty: Navigating the New Professoriate*. Lanham, MD: Lexington Books.

### Encyclopedia Entries

- 2017 Moore, Sara B. "Motherhood." In Bryan Turner, Chang Kyung-Sup, Cynthia Epstein, Peter Kivisto, William Outhwaite, and J. Michael Ryan (Editors). *Encyclopedia of Social Theory*. London: Wiley-Blackwell.
- 2012 Moore, Sara B. "Reproductive Issues." In James Ciment and Christopher Bates (Editors). *Global Social Issues: An Encyclopedia*. Armonk, NY: M. E. Sharpe.

### Book Reviews

- 2018 (Forthcoming) Moore, Sara B. *Feminist Perspectives on Social Work Practice: The Intersecting Lives of Women in the 21<sup>st</sup> Century*. Shannon Butler-Mokoro and Laurie Grant. *Social Work*.

### Other Publications

- 2018 Vincent, Cindy S., Cynthia Lynch, and Sara B. Moore. "Campus Spotlight: Moving from Service-Learning to Critically-Engaged Civic Learning at Salem State." Washington, DC: American Association of State Colleges and Universities American Democracy Project.
- 2016 Moore, Sara B. "Digital Storytelling in the Classroom" in *Write to Learn, Learn to Write*. Salem, MA: Salem State University Writing Intensive Curriculum.
- 2016 Medarano, Rosa Melissa, Yvonne Vissing, and Sara Moore. "Salem Community Resource Guide." Salem, MA: Salem State University Center for Childhood and Youth Studies and Department of Sociology.

- 2014 Anderson, Julie, Victoria Hoverman, Sara B. Moore, and James Witte. "Action in Community through Service: A Program Evaluation of the Organization's Helpline and Certified Nursing Assistant Training Program." Fairfax, VA: George Mason University Center for Social Science Research.
- 2013 Moore, Sara B., Andrea Robles, and Emily Zimmerman. "Richmond Promise Neighborhood Community Needs Assessment." Fairfax, VA: George Mason University Center for Social Science Research.
- 2012 Kerstetter, Katie, Andrea Robles, Safiya Khalid, and Sara B. Moore. "Mount Vernon Community Resource and Service Maps." Fairfax, VA: George Mason University Center for Social Science Research.
- 2012 Robles, Andrea, Emily Zimmerman, Sara B. Moore, Marisa Allison, and Victoria Watson. "Mount Vernon Community Profile." Fairfax, VA: George Mason University Center for Social Science Research.

### MANUSCRIPTS IN PREPARATION

With Cindy S. Vincent, Cynthia Lynch, and Jake Lefker, "Critically-Engaged Civic Learning: An Integrated Paradigm Shift for Service-Learning." Paper to be submitted to *The Journal of Higher Education Outreach and Engagement*.

"What's Growing in the Garden: Using Critically-Engaged Civic Learning to Explore Health Disparities and Promote Health Equity." Paper to be submitted to *Teaching Sociology*.

### PROFESSIONAL PRESENTATIONS

- 2018 Moore, Sara B. "Growing in the Garden: Exploring Health Disparities through Civically-Engaged Pedagogy." Paper presented at the Annual Meeting of the Eastern Sociological Society, Baltimore, MD.
- 2018 Lynch, Cynthia, Sara B. Moore, and Cindy S. Vincent. "Shifting the Paradigm: Re-conceptualizing Civic Engagement to Promote Equitable, Sustainable Partnerships and Student Growth." Paper presented at the Pre-Meeting Symposium on the Power of Civic Engagement Across Campus, Within Communities, and Beyond Borders at the Annual Meeting of the Association of American Colleges and Universities, Washington, DC.
- 2017 Moore, Sara B. "Reflexive Motherhood: Ideology, Identity, and the Meaning-Making Work of New Mothers." Roundtable presented at the Annual Meeting of the American Sociological Association, Montreal, QC, Canada.
- 2017 Moore, Sara B. "The New Op-Ed: Teaching Public Sociology with Digital Storytelling." Roundtable presented at the Annual Meeting of the American Sociological Association, Montreal, QC, Canada.
- 2016 Moore, Sara B. "The 'Mama Bear' and the Doctor: Challenging Medical Authority as Identity Work in Pregnancy and Childbirth." Paper presented at the Annual Meeting of the Southwestern Social Science Association, Las Vegas, NV.

- 2016 Moore, Sara B. "Telling Health Stories in the Classroom: Using Digital Storytelling to Teach Compassion and Care." Paper presented at the Annual Meeting of the Eastern Sociological Society, Boston, MA.
- 2015 Moore, Sara B. "A Blessing and a Curse?: Community and Anonymity in Online Parenting Groups." Paper presented at the Annual Meeting of the Eastern Sociological Society, New York, NY.
- 2015 Moore, Sara B. "Great Expectations: Managing Expectations through Accounts in the Transition to Motherhood." Roundtable presented at the Winter Meeting of Sociologists for Women in Society, Washington, DC.
- 2014 Moore, Sara B. "Moral Mothers: Ideology, Identity, and the Transition to Motherhood." Paper presented at the Annual Meeting of the Eastern Sociological Society, Baltimore, MD.
- 2014 Bea, Chanel, Amber Haley, Brenda Kenney, Rebecca Johnston, Chimere Miles, Toni Mitchell, Sara Moore, Valerie Burrell Muhammad, Andrea Robles, Marco Thomas, Albert Walker, and Emily Zimmerman. "Behind the Scenes: Invisible Work in Community-Based Research." Paper presented at the Annual Meeting of the Eastern Sociological Society, Baltimore, MD.
- 2012 Moore, Sara B. "The Role of Reciprocity in Social Research." Paper presented at the Annual Meeting of the Eastern Sociological Society, New York, NY.
- 2012 Moore, Sara B. "Anxiety about Motherhood, Confidence about Birth: Complicating the Concept of Positive Asymmetry." Paper presented at the Annual Meeting of the Eastern Sociological Society, New York, NY.
- 2011 Moore, Sara B. "Brains, Bodies, and Babies: Experiencing Pregnancy on a University Campus." Roundtable presented at the Annual Meeting of the Eastern Sociological Society, Philadelphia, PA.
- 2010 Moore, Sara B. "Brains, Bodies, and Babies: Experiencing Pregnancy on a University Campus." Paper presented at the Annual Gender Research Conference, George Mason University, Fairfax, VA.
- 2010 Moore, Sara B. "Constructing and Contesting Authoritative Knowledge: Midwifery and the Struggle for Professional Legitimacy." Roundtable presented at the Annual Meeting of the Eastern Sociological Society, Boston, MA.
- 2010 Moore, Sara B., Andrea L. Robles, and Emily Zimmerman. "Conducting Collaborative Research in Challenging Economic Times." Paper presented at the Annual Meeting of the Eastern Sociological Society, Boston, MA.
- 2010 Davis, Shannon, N. and Sara B. Moore. "Bearing Children, Becoming Women: The Influence of Childbearing on Women's Gender Ideologies." Paper presented at the Annual Meeting of the Southern Sociological Society, Atlanta, GA.
- 2009 Moore, Sara B. "Homebirth: The Marginalization of a Discourse." Paper presented at Perinatal: A Birth Symposium, George Mason University, Fairfax, VA.

## RESEARCH EXPERIENCE

- 2016-Present Salem State University, Department of Sociology & Salem YMCA GreenSpace, Salem, MA  
*Promoting Health Equity through Civic Engagement in a Community Garden*
- 2016-2018 Salem State University, Department of Sociology & Mass in Motion Salem, Salem, MA  
*City of Salem Health Needs Assessment*
- 2013-2014 George Mason University, Center for Social Science Research, Fairfax, VA  
*Action in Community through Service (ACTS) Program Evaluation*
- 2011-2013 Virginia Commonwealth University, Center on Human Needs, Richmond, VA  
*Engaging Richmond: Promoting Community Participation in Health Equity Research*
- 2011-2013 George Mason University, Center for Social Science Research, Fairfax, VA  
*Richmond Promise Neighborhood Community Needs Assessment, Richmond, VA*
- 2011-2012 George Mason University, Center for Social Science Research, Fairfax, VA  
*Opportunity Neighborhoods Community Assessment and Evaluation, Alexandria, VA*
- 2010-2011 George Mason University, Center for Social Science Research, Fairfax, VA  
*Identifying Health Needs in Local Clinics through a Community-University Partnership*
- 2009-2010 George Mason University, Center for Social Science Research, Fairfax, VA  
*Yes We Can: The Southgate Community Engagement and Leadership Project*

## HONORS AND AWARDS

- 2018 National Society of Leadership and Service Honorary Membership Award  
Salem State University
- 2018 Nominated, Civic Engagement Hall of Fame  
Salem State University
- 2018 Nominated, Outstanding First Year Advocate Award  
Salem State University
- 2017 Student Organization Advisor of the Year Award  
Salem State University
- 2016 Nominated, Student Organization Advisor of the Year Award  
Salem State University
- 2014 Nominated, Dissertation Award for "The Moral Landscape of Modern Motherhood: Ideology, Identity, and the Making of Mothers"  
American Sociological Association
- 2014 Sociology Graduate Student of the Year  
Department of Sociology and Anthropology, George Mason University
- 2013 Dissertation Completion Award  
College of Humanities and Social Sciences, George Mason University

- 2012 Irene B. Taeuber Graduate Student Paper Award for “Constructing and Contesting Authoritative Knowledge: Midwifery and the Struggle for Professional Legitimacy”  
District of Columbia Sociological Society
- 2012 Nominated, Dean’s Challenge Scholarship  
College of Humanities and Social Sciences, George Mason University
- 2004 Sociology Student of the Year  
Shepherd University
- 2003 Alpha Kappa Delta Honor Society
- 2000 Honors Program  
Shepherd University

**RESEARCH AWARDS AND GRANTS**

- 2016 Research and Creative Activities Mini-Grant, Salem State University. “The ‘Mama Bear’ and the Doctor: Challenging Medical Authority as Identity Work in Pregnancy and Childbirth.” \$905.
- 2015 Research and Creative Activities Mini-Grant, Salem State University. “The Moral Landscape of Modern Motherhood: Ideology, Identity, and the Making of Mothers.” \$975.

**PROFESSIONAL DEVELOPMENT ACTIVITIES**

- 2018 37<sup>th</sup> Annual Conference on the First Year Experience  
San Antonio, Texas
- 2017-Present Association of College and University Educators Effective Teaching Practices Course  
Salem State University, MA
- 2017 36<sup>th</sup> Annual Conference on the First Year Experience  
National Resource Center, Atlanta, GA
- 2016-2017 Faculty Learning Community on Digital Salem  
Salem State University, Salem, MA
- 2015 Faculty Development Workshop on Learning Communities  
Salem State University, Salem, MA
- 2015 Service-Learning Boot Camp  
Salem State University, Salem, MA
- 2014-2015 Writing Intensive Curriculum (WIC) Seminar  
Salem State University, Salem, MA



## PROFESSIONAL SERVICE

### Service to the Discipline

- 2016 Critic for Author-Meets-Critics Session on *Cut It Out: The C-Section Epidemic in America* by Theresa Morris  
Annual Meeting of the Southwestern Social Science Association, Las Vegas, NV
- 2016 Panelist for workshop entitled "Using Technology to Engage the Undergraduate Student"  
Annual Meeting of the Eastern Sociological Society, Boston, MA
- 2016 Panelist for workshop entitled "A Balancing Act: Graduate School, Tenure Track, and Family"  
Annual Meeting of the Eastern Sociological Society, Boston, MA
- 2014 Discussant for session entitled "Applied Social Research and Evaluation"  
Annual Meeting of the American Sociological Association, San Francisco, CA
- 2014 Organizer and discussant for session entitled "Community Research and Engagement: Faculty and Community Perspectives"  
Annual Meeting of the Eastern Sociological Society, Baltimore, MD
- 2014 Discussant for roundtable entitled "Immigrant Health and Well-Being"  
Annual Meeting of the Eastern Sociological Society, Baltimore, MD
- 2012 Organizer for session entitled "Feminist Research Ethics"  
Annual Meeting of the Eastern Sociological Society, New York, NY
- 2012 Discussant for session entitled "Media Texts and Activism"  
Southeastern Women's Studies Association Conference, Fairfax, VA
- 2012 Discussant for session entitled "Health and Welfare Policy"  
Annual Public Sociology Graduate Student Conference, Fairfax, VA
- 2011 Discussant for session entitled "Nation, Violence, and Race in the United States"  
Annual Public Sociology Graduate Student Conference, Fairfax, VA
- 2008 Contributing News Editor and blogger at "Sociology Lens"
- Reviewer for *Gender & Society*, *Journal of Public and Applied Sociology*, *Qualitative Sociology*, *Social Inclusion*, *Sociological Inquiry*, *Sociological Spectrum*, and *Symbolic Interaction*

### Service to the University

- 2017-Present Academic Policies Committee  
Salem State University
- 2017-Present Planning Committee, Annual Women's Leadership Conference  
Salem State University
- 2017-Present Planning Committee, Advocacy Day  
Salem State University

- 2017-2018 Co-facilitator, Faculty Learning Community on Civic Learning  
Salem State University
- 2017 Invited Keynote Speaker, Senior Awards Ceremony  
Salem State University
- 2016-Present Faculty Fellow, First Year Experience  
Salem State University
- 2016-Present Chair, First Year Reading Experience Committee  
Salem State University
- 2016-2017 Co-chair, First Year Experience Committee  
Salem State University
- 2016 Participant, First Year Day of Service  
Salem State University
- 2016 Invited Speaker on Participatory Research, Civic Learning Institute  
Salem State University
- 2016 Faculty Sponsor and Moderator, 19<sup>th</sup> Annual Undergraduate Research Symposium  
Salem State University
- 2015-Present Faculty Advisor, Florence Luscomb Women's Center  
Salem State University
- 2015-2017 Civic Engagement Committee  
Salem State University
- 2015-2017 ADA/Section 504 Committee  
Salem State University
- 2015-2016 Collaboration Committee  
Salem State University
- 2014-2015 Co-chair, Retreat and Social Events Committee  
College of Arts and Sciences, Salem State University

**Service to the Department**

- 2016-Present Chapter Representative, Alpha Kappa Delta  
Department of Sociology, Salem State University
- 2017-Present Academic Policies Committee  
Department of Sociology, Salem State University
- 2016-Present Department Curriculum Committee  
Department of Sociology, Salem State University
- 2015 Invited Speaker, Alpha Kappa Delta Induction and Spring Celebration  
Department of Sociology, Salem State University

- 2015 Invited Speaker, "Preparing to Launch: Navigating the Academic Job Search in Sociology"  
Department of Sociology, George Mason University
- 2014 Organizer, Undergraduate Career Planning Workshop  
Department of Sociology, Salem State University
- 2014 Panelist, "Strategizing and Structuring Time in Graduate School"  
Department of Sociology and Anthropology, George Mason University
- 2014 Panelist, "Getting the Job: Early Occupational Pathways after Graduate School"  
Department of Sociology and Anthropology, George Mason University
- 2012 Organizer, Annual Public Sociology Graduate Student Conference  
Department of Sociology and Anthropology, George Mason University
- 2011 Coordinator, brown bag series on research methods and methodological approaches  
Center for Social Science Research, Department of Sociology and Anthropology, George Mason University
- 2011 Executive Board, Women's Graduate Student Brown Bag Community  
Women and Gender Studies, George Mason University
- 2010 Panelist, "Choosing Dissertation Committee Members"  
Women and Gender Studies, George Mason University
- 2009 Organizer, "Perinatal: A Birth Symposium"  
Department of Sociology and Anthropology, Women and Gender Studies, School of Art,  
George Mason University
- 2007 Organizer, "A Discussion about the Practice and Politics of Torture"  
Amnesty International USA Upper Potomac Chapter, Department of Sociology and  
Geography, Shepherd University

### **Service to the Community**

- 2017-Present Member, Food Policy Council  
City of Salem
- 2017-Present Member, Health Equity Working Group  
Mass in Motion Salem
- 2016-Present Coordinator, Promoting Health Equity through Civic Engagement in a Community Garden  
Salem YMCA GreenSpace
- 2016 Facilitator, Workshop on Oppression and Social Justice  
Salem Award Foundation
- 2015-2016 Consultant, Working Cities Challenge Grant  
City of Salem, North Shore Community Development Coalition, Salem Partnership
- 2011 Consultant, Association of American Medical Colleges

## **PROFESSIONAL MEMBERSHIPS**

Alpha Kappa Delta Honor Society

American Sociological Association

Sections on Family, Medical Sociology, Sociological Practice and Public Sociology, and Teaching and Learning in Sociology

Eastern Sociological Society

Learning Communities Association

National Society for Leadership and Success

Sociologists for Women in Society



**CITY OF SALEM, MASSACHUSETTS**

Kimberley Driscoll  
Mayor

Office of the Mayor

June 13, 2019

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

Ladies and Gentlemen of the City Council:

I am very pleased to appoint Sue Kirby of 45 St. Peter Street #504 to serve as a member of the Salem Housing Authority board as the tenant member of that board. Ms. Kirby will complete the remainder of an unexpired five-year term ending March 1, 2020. The seat was previously held by Maureen Call.

Ms. Kirby worked for decades to improve our communities and advocate for those who often are voiceless in our society. In 2014 she retired after five years as Director of Promise the Children, a nonprofit network of volunteers through the Unitarian Universalist church who advocate for federal children's programs. Prior to that she served as the Executive Director of the Massachusetts Senior Action Council and as an organizer for the Older Women's League and Parents United for Child Care. Ms. Kirby earned a Bachelor's degree in Labor Studies from UMass Boston and started her professional career in the 1980s as a union activist at GE in Lynn.

I believe Ms. Kirby will bring an important voice and perspective to the work of the Housing Authority board. We are fortunate that she is willing to serve our community in this capacity and I strongly recommend confirmation of her appointment.

Very truly yours,

Kimberley Driscoll  
Mayor  
City of Salem

# Sue Kirby

45 St Peter St #504, Salem MA 01970  
(781) 606-8923 Email: 83150sss@gmail.com

---

*I have a lifetime of experience making positive change in the workplace and in the community. After spending 20 years organizing to improve working conditions in several industries I spent the second half of my work life doing community organizing with and/or for low income families, parents, senior citizens..*

## EMPLOYMENT

### **Retired / Volunteer Community Organizer**

Jul 2014 – Present

Salem Massachusetts and surround towns

Working in the community - volunteering wherever I can make a significant contributions since retirement in 2014. I co-chaired 350 Massachusetts North Shore Chapter, Organized Bernie Sanders Campaign on the North Shore, and co-founded the activist organization Together North Shore working on several progressive causes, including stopping the Trans Pacific Partnership and Raising the Minimum Wage, among other things.

### **Promise the Children, Director**

2010 – 2014

Salem, MA

Worked half time with a great group of volunteers to build a network of advocates for children's programs in the Unitarian Universalist churches, particularly the most vulnerable children. Responsibilities include research and planning for campaigns to protect children's programs at the federal level, maintaining relationships with national advocacy partners, outreach and speaking at UU churches in the NE area, regular action alerts to 3,000 contacts using MyEmma software, maintaining contact database, yearly fundraising mailing and phone calls, board support.

### **Massachusetts Senior Action Council, Organizing & Executive Director**

2000 – 2009

Boston/Statewide

Directing a statewide senior citizen's grass roots organization that protects the rights and well being of all, particularly vulnerable seniors. Acting as the Organizing Director and then the Executive Director responsible for the day to day operations including: strategic planning, hiring and supervision of staff, developing issues and legislative strategy, fundraising, budgeting and financial oversight, organizational development, board development, public relations, media relations, and editor of quarterly newspaper.

### **Older Women's League, Community Organizer Consultant**

Apr 2004 – Apr 2005

Boston/Statewide

Organizing an effort to create a local chapter of the Washington DC based organization. Recruiting activist women to join the effort to create an effective multiracial, multi-class women's organization. Developing materials, researching issues, developing campaigns, writing grants, handling the day-to day operations of office, creating an organizational database, scheduling meetings, networking with other women's organizations, and creating and maintaining financial books

### **Parents United for Child Care, Community Organizer**

Jun 1997 – Mar 2000

Planned and provided leadership for activities of community based organization of low and moderate-income parents and child care providers working to improve access to quality, affordable child care. Activities included; community forums/ speak outs, parent advocacy trainings, community outreach, media work, newsletter production, after-school program start up, and coalition building. Responsible for start-up and day-to-day operation of North Shore office; including strategic and budget planning, hiring, as well as negotiating rental and consulting contracts

**General Electric, Welder /Union Activist**

Jun 1980 – Jan 1988

Lynn, Massachusetts

Welded aircraft engine parts and steam turbines using a variety of processes and materials.

Represented union members on the shop floor as union steward of the International Union of Electrical Workers – IUE Local 201. Chaired local union elected Woman's Committee. Spearheaded a 5-year campaign for childcare benefits for GE workers resulting in the inclusion of dependant care benefits in the GE/Westinghouse National Agreement in 1988. Initiated a Title VII suit on behalf of pregnant employees for disability insurance underpayment resulting in a settlement of \$80,000. Organized daily media relations for month-long local strike in 1986.

**EDUCATION**

University of Massachusetts Boston

BA in Labor Studies

Boston University

Education 1971-1973

Bentley College

Accounting 1969-1971



**CITY OF SALEM, MASSACHUSETTS**

Kimberley Driscoll

Mayor

June 13, 2019

To the City Council  
City Hall  
Salem, Massachusetts

Ladies and Gentlemen of the Council:

I re-appoint George Hoxha of 52 Highland Avenue Salem, MA to serve as a Constable in the City of Salem for a term to expire May 22, 2022.

Very truly yours,

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

Kimberley Driscoll  
Mayor





# CITY OF SALEM

In City Council,

Ordered:

June 13, 2019

That the sum of Three Hundred Thousand Dollars (\$300,000.00) is hereby appropriated from the "Retained Earnings – Trash Fund" account (6200-3120) to the "Engineering – Solid Waste Collection/Disposal" Account (620032-5780) in accordance with the recommendation of Her Honor the Mayor.



**CITY OF SALEM, MASSACHUSETTS**

Kimberley Driscoll  
Mayor

Office of the Mayor

June 13, 2019

Honorable Salem City Council  
Salem City Hall  
Salem, MA 01970

Ladies and Gentlemen of the Council:

The enclosed Order appropriates \$300,000 from the solid waste enterprise fund's retained earnings to fund cost increases for our FY2019 trash and recycling collection and disposal services with Waste Management.

As was outlined at the recent Administration and Finance Committee hearing on the FY2020 solid waste enterprise fund, costs for these services, especially recycling related costs, have increased substantially over the last twelve months, far exceeding the amount anticipated and budgeted. While some of the increased costs are particular to Salem due to our rate of recycling loads contaminated with non-recyclable materials, most of it is due to changes in international markets for recycled materials. Additional costs were incurred when the City adjusted our free bulky item pick-up for residents from one item to two items.

In order to fulfill our contractual obligations to our contractor, I recommend approval of this appropriation. As a free cash appropriation, it has no net impact on taxpayers or the current fiscal year budget. If you have any questions about this request, please feel free to contact Julie Rose in the Engineering Department.

Sincerely,

Kimberley Driscoll  
Mayor  
City of Salem



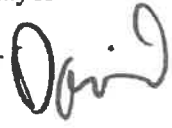
**Kimberley Driscoll**  
Mayor

**CITY OF SALEM**  
SALEM, MASSACHUSETTS  
ENGINEERING DEPARTMENT  
98 WASHINGTON STREET, 2<sup>ND</sup> FLOOR  
SALEM, MA 01970  
Phone: (978) 745-5673  
Fax: (978) 745-0349

DAVID H. KNOWLTON, P.E.  
CITY ENGINEER / DPS DIRECTOR

### MEMORANDUM

June 3, 2019

To: Dominick Pangallo, Chief Administrative Aide to the Mayor  
From: David H. Knowlton, P.E., City Engineer / DPS Director   
RE: Request for Free Cash for WM invoices

---

This memo has been prepared to request retained earnings from the trash enterprise account to cover additional recycling costs that are expected to be incurred to complete the current fiscal year. We estimate an additional \$300,000 will be needed. This needed is due to increased recycling processing costs due to market conditions, transfer station clean-out costs, and the increase of bulk items allowance from 1 to 2.

If you have any questions, or require additional information, please call. The Engineering Department will be available to meet with the City Council to discuss this request.

Cc: Laurie Giardella, Finance Director



# CITY OF SALEM

In City Council,

**Ordered:**

June 13, 2019

That the sum of Fifty Three Thousand Dollars (\$53,000.00) is hereby appropriated from the "Retained Earnings – Water/Sewer Fund" account (6000-3120) to the DPS Utility Service Repair & Maintenance account (610032-5251) in accordance with the recommendation of Her Honor the Mayor.



**CITY OF SALEM, MASSACHUSETTS**

Kimberley Driscoll  
Mayor

June 13, 2019

To the City Council  
City Hall  
Salem, Massachusetts

Ladies and Gentleman of the Council:

Enclosed herewith is a request for a transfer of Fifty-Three Thousand Dollars and no cents (\$53,000.00) from the "Retained Earnings – Water/Sewer Fund" account (6000-3120) to the "DPS Utility Service Repair & Maintenance account (610032-5251).

This transfer is necessary due to increased power cost for the City water pump stations.

I recommend passage of the accompanying Order.

Very truly yours,

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

Kimberley Driscoll  
Mayor

KD/jaw



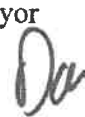
**Kimberley Driscoll**  
Mayor

**CITY OF SALEM**  
SALEM, MASSACHUSETTS  
ENGINEERING DEPARTMENT  
98 WASHINGTON STREET, 2<sup>ND</sup> FLOOR  
SALEM, MA 01970  
Phone: (978) 745-5673  
Fax: (978) 745-0349

DAVID H. KNOWLTON, P.E.  
CITY ENGINEER / DPS DIRECTOR

**MEMORANDUM**

June 3, 2019

To: Dominick Pangallo, Chief Administrative Aide to the Mayor  
From: David H. Knowlton, P.E., City Engineer / DPS Director   
RE: Request for Free Cash for Water Pump Station Electricity Costs

---

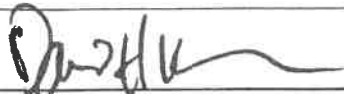
This memo has been prepared to request retained earnings from the water enterprise account to cover additional electricity costs that are expected to be incurred to complete the current fiscal year. We estimate an additional \$53,000 will be needed. This needed is due to increased power costs for the City water pump stations

If you have any questions, or require additional information, please call. The Engineering Department will be available to meet with the City Council to discuss this request.

Cc: Laurie Giardella, Finance Director

**CITY OF SALEM – Finance Department**  
**Free Cash, W & S R/E, R/Res & Budget Transfer Request Form**

From: 235 – Engineering  
 Department

  
 Department Head Authorizing Signature

6-3-19  
 Date

**Budget or R/Res** Budget Amt: \_\_\_\_\_  
**Transfers** To : \_\_\_\_\_ Desc: \_\_\_\_\_ Balance: \_\_\_\_\_  
 (Org/Object)  
 From : \_\_\_\_\_ Desc: \_\_\_\_\_ Balance: \_\_\_\_\_  
 (\*Note - Please include letter to Mayor for Transfers from different Personnel & Non-personnel lines)  
 Current Balance in Receipts Reserved Fund Above (if applicable) - \$ \_\_\_\_\_ Date: \_\_\_\_\_

Budget Amt: \$240,000.00

**Free Cash or** To : 610132-5211 Desc: electricity – pump stations Balance: \$4,034.64  
 Retained Earnings (W/S) (Org/Object)  
**Raise & Appropriate**  
 Please circle one

**Amount Requested:** \$53,000

**Reason (Be Specific)** increased electricity costs for pump station operation

**For Finance Department and Mayor's Use Only:**

\_\_\_\_\_ Budget Transfer \_\_\_\_\_ Mayor Approval \_\_\_\_\_ City Council Approval

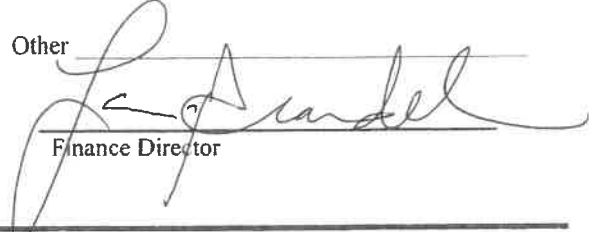
\_\_\_\_\_ Free Cash Appropriation – City Council Approval – Gen Fund \$ \_\_\_\_\_  
 Free Cash Balance

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

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

\_\_\_\_\_ Raise & Appropriate \_\_\_\_\_ Other \_\_\_\_\_

**Recommendation:** \_\_\_\_\_ Approved \_\_\_\_\_ Denied

  
 Finance Director

**Completed:** Date: \_\_\_\_\_ By: \_\_\_\_\_ CO # \_\_\_\_\_ JE#: \_\_\_\_\_ Transfer #: \_\_\_\_\_



# CITY OF SALEM

In City Council,

Ordered:

June 13, 2019

That the sum of Thirty Thousand Dollars (\$30,000.00) is hereby appropriated from the "Fund Balance Reserved for Appropriation – Free Cash" account (1-3245) to the "DPS Tree Planting and Removal Account (14112-5391) in accordance with the recommendation of Her Honor the Mayor.





**CITY OF SALEM, MASSACHUSETTS**

**Kimberley Driscoll  
Mayor**

June 13, 2019

To the City Council  
City Hall  
Salem, Massachusetts

Ladies and Gentlemen of the Council:

Enclosed herewith is a request for an appropriation of Thirty Thousand Dollars (\$30,000.00) from the "Fund Balance Reserved for Appropriation – Free Cash account (1-3245) to the "DPS Tree Planting and Removal Account (141 12-5391)

This request is necessary to cover the city-wide tree stump removals.

I recommend passage of the accompanying Order.

Very truly yours,

A handwritten signature in black ink, appearing to read "Kim Driscoll", written in a cursive style.

Kimberley Driscoll  
Mayor




**Kimberley Driscoll**  
Mayor

**CITY OF SALEM**  
SALEM, MASSACHUSETTS  
ENGINEERING DEPARTMENT  
98 WASHINGTON STREET, 2<sup>ND</sup> FLOOR  
SALEM, MA 01970  
Phone: (978) 745-5673  
Fax: (978) 745-0349

DAVID H. KNOWLTON, P.E.  
CITY ENGINEER / DPS DIRECTOR

### MEMORANDUM

June 3, 2019

To: Dominick Pangallo, Chief Administrative Aide to the Mayor  
From: David H. Knowlton, P.E., City Engineer / DPS Director   
RE: Request for Free Cash to Remove Tree Stumps City-Wide

---

This memo has been prepared to request \$30,000 in free cash to fund city-wide tree stump removals. Attached please find our list of tree stumps to be removed and our cost estimate to complete the removals. This city-wide effort will clear existing tree pits so that we may start the process of planting new trees in their place, if appropriate, next fiscal year.

If you have any questions, or require additional information, please call. The DPS Department will be available to meet with the City Council to discuss this request.

Cc: Laurie Giardella, Finance Director





# CITY OF SALEM

In City Council,

**Ordered:**

June 13, 2019

That the sum of ten thousand dollars (\$10,000.00) is hereby transferred from the "Elections-and Registrations" Full-time Salaries account (11621-5111) to the "City Clerk" Full Time Salaries Account (11611-5111) in accordance with the recommendation of Her Honor the Mayor.



**CITY OF SALEM, MASSACHUSETTS**

**Kimberley Driscoll**

**Mayor**

June 13, 2019

To the City Council  
City Hall  
Salem, Massachusetts

Ladies and Gentlemen of the Council:

Enclosed herewith is an order to transfer Ten Thousand Dollars (\$10,000.00) from the "Elections and Registration" Full-time Salaries account (11621-5111) to the "City Clerk" Full time Salaries Account (11611-5111).

This request is necessary to cover personnel changes.

I recommend passage of the accompanying Order.

Very truly yours,

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

Kimberley Driscoll  
Mayor

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

*Ilene Simons*  
*City Clerk*



*Room 1*  
*City Hall*

May 23, 2019

The Honorable Kimberley Driscoll  
City Hall  
93 Washington Street  
Salem, MA 01970

Dear Mayor Driscoll:

I am respectfully requesting a transfer from 11621-5111 Full-Time Salaries – Elections and Registrations in the amount of \$10,000.00 to 11611-5111 Full-Time Salaries - City Clerk.

As you know, in September of 2018, I promoted Rochelle Sport and Maureen Fisher to Assistant City Clerks. Although these promotions were revenue neutral, the org/obj changed for Maureen Fisher from Elections to City Clerk. I knew I was going to have to transfer salaries between budgets before the end of the fiscal year.

In addition, Lilibeth Tejada who is also paid out of the City Clerk's Salary was upgraded to an Assistant Registrar. Since Maureen left a void in the Election's Salary for twenty-one weeks and the person hired was a lower grade, the available money left in the Election's budget will be used to cover these personnel changes.

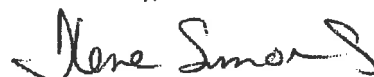
The above transfer will also make it possible to cover the retro wages in the amount of \$482.76, if needed.

I am also requesting a transfer of \$3,000.00 from 11621-5111 Full-Time Salaries – Elections and Registrations to 11611-5131 – Overtime Salary – City Clerk. Currently, there is only \$32.65 left in this account with 6 weeks remaining in the current fiscal year. I have three AFSCME employees in this office who are required to be paid overtime when staying late to catch up on work.

If you have any questions, please contact me.

Thank you for your consideration and assistance in this matter.

Sincerely,

  
Ilene Simons  
City Clerk

# CITY OF SALEM - Finance Department

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

From: City Clerk's office Deane Simon 5/28/19  
 Department Department Head Authorizing Signature Date

**Budget or R/Res** Budget Amt: 292,101.76  
**Transfers** To: 11611-5111 Desc: Full-time salaries Balance: 41,230.15  
 (Org/Object) City Clerk  
 From: 11621-5111 Desc: Flt Salary Eloc. Budget Amt: 106,314.67  
 Balance: 24,187.96  
 (\*Note - Please include letter to Mayor for Transfers from different Personnel & Non-personnel lines)  
 Current Balance in Receipts Reserved Fund Above (if applicable) - \$ \_\_\_\_\_ Date: \_\_\_\_\_

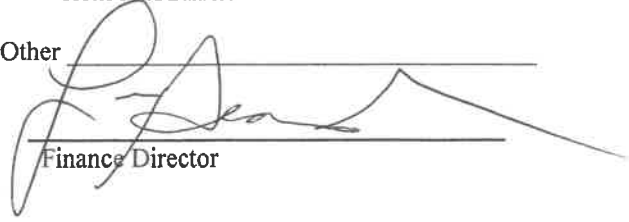
**Free Cash or** To: \_\_\_\_\_ Desc: \_\_\_\_\_ Budget Amt: \_\_\_\_\_  
**Retained Earnings (W/S)** (Org/Object) Balance: \_\_\_\_\_  
**Raise & Appropriate**  
 Please circle one

Amount Requested: \$ 10,000.00 TO cover salaries  
 Reason (Be Specific) Due to Mauricen Fisher's promotion to Asst. City Clerk -  
Council her payroll org/job changed from 11621-5111 to 11611-5111  
& Also Allibeth Teyale was reappointed in 11611-5111

**For Finance Department and Mayor's Use Only:**

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

Recommendation: \_\_\_\_\_ Approved \_\_\_\_\_ Denied

  
 Finance Director

Completed: Date: \_\_\_\_\_ By: \_\_\_\_\_ CO # \_\_\_\_\_ JE#: \_\_\_\_\_ Transfer #: \_\_\_\_\_



# CITY OF SALEM

In City Council,

Ordered:

June 13, 2019

That the sum of Seven Thousand Dollars (\$7,000.00) is hereby appropriated from the "Fund Balance Reserved for Appropriation – Free Cash" account (1-3245) to the "City Solicitor Legal Expense Account (11512-5303) in accordance with the recommendation of Her Honor the Mayor.





**CITY OF SALEM, MASSACHUSETTS**

Kimberley Driscoll  
Mayor

Office of the Mayor

June 13, 2019

Honorable Salem City Council  
Salem City Hall  
Salem, MA 01970

Ladies and Gentlemen of the Council:

The enclosed Order appropriates \$7,000 from free cash to the Legal Department's legal services account.

This appropriation is necessary due to additional and unanticipated costs incurred by the Department relative to the trial concerning the Planning Board's denial of a proposed subdivision on Bertuccio Avenue.

I recommend adoption of this appropriation Order and encourage you to reach out to City Solicitor Beth Rennard should you have any specific questions about this request.

Sincerely,

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

Kimberley Driscoll  
Mayor  
City of Salem



CITY OF SALEM  
LEGAL DEPARTMENT

---

93 WASHINGTON STREET ♦ SALEM, MASSACHUSETTS 01970  
TEL: 978-745-9595 ♦ FAX: 978-744-1279

KIMBERLEY DRISCOLL  
MAYOR

ELIZABETH RENNARD, ESQ.  
CITY SOLICITOR

VICTORIA CALDWELL, ESQ.  
ASST. CITY SOLICITOR

June 13, 2019

The Honorable Kimberley Driscoll  
City Hall  
Salem, MA 01970

Dear Mayor Driscoll:

I respectfully request that a request for a FY19 supplemental appropriation from Free Cash be submitted to the City Council in the amount of Seven Thousand Dollars (\$7,000.00) to supplement the City Solicitor Legal Expenses line item #11512-5303.

The requested fund are necessary to cover the cost of a recent multi-day trial relative to the Planning Board's denial of a proposed subdivision on Bertuccio Avenue. We expect to have a decision by the Court on this case in the coming months.

Thank you for your consideration of this request.

Sincerely,

Elizabeth Rennard

# CITY OF SALEM – Finance Department

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

From: Legal Department [Signature] Department Head Authorizing Signature June 13, 2019 Date

**Budget or R/Res Transfers** To: \_\_\_\_\_ Desc: \_\_\_\_\_ Budget Amt: \_\_\_\_\_  
(Org/Object) Balance: \_\_\_\_\_

From: \_\_\_\_\_ Desc: \_\_\_\_\_ Budget Amt: \_\_\_\_\_  
(\*Note - Please include letter to Mayor for Transfers from different Personnel & Non-personnel lines) Balance: \_\_\_\_\_

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

**Free Cash or Retained Earnings (W/S)** To: 11912 Desc: 5303 Budget Amt: 50,000  
(Org/Object) Balance: 3,300.07

**Raise & Appropriate**  
 Please circle one

**Amount Requested:** \$ 7,000

**Reason (Be Specific)** Trial expense - Bertuccio

**For Finance Department and Mayor's Use Only:**

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

**Recommendation:**  Approved  Denied

\_\_\_\_\_  
Finance Director

**Completed:** Date: \_\_\_\_\_ By: \_\_\_\_\_ CO # \_\_\_\_\_ JE#: \_\_\_\_\_ Transfer #: \_\_\_\_\_



# CITY OF SALEM

In City Council,

**Ordered:**

June 13, 2019

That the sum of three thousand dollars (\$3,000.00) is hereby transferred from the "Elections-and Registrations" Full-time Salaries account (11621-5111) to the "City Clerk" Over Time Salaries Account (11611-5131) in accordance with the recommendation of Her Honor the Mayor.



**CITY OF SALEM, MASSACHUSETTS**

**Kimberley Driscoll**

**Mayor**

June 13, 2019

To the City Council  
City Hall  
Salem, Massachusetts

Ladies and Gentlemen of the Council:

Enclosed herewith is an order to transfer Three Thousand Dollars (\$3,000.00) from the "Elections and Registration" Full-time Salaries account (11621-5111) to the "City Clerk" Over time Salaries Account (11611-5131).

This request is necessary to cover overtime costs until the end of the Fiscal Year.

I recommend passage of the accompanying Order.

Very truly yours,

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

Kimberley Driscoll  
Mayor

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

*Ilene Simons*  
*City Clerk*



*Room 1*  
*City Hall*

May 23, 2019

The Honorable Kimberley Driscoll  
City Hall  
93 Washington Street  
Salem, MA 01970

Dear Mayor Driscoll:

I am respectfully requesting a transfer from 11621-5111 Full-Time Salaries – Elections and Registrations in the amount of \$10,000.00 to 11611-5111 Full-Time Salaries - City Clerk.

As you know, in September of 2018, I promoted Rochelle Sport and Maureen Fisher to Assistant City Clerks. Although these promotions were revenue neutral, the org/obj changed for Maureen Fisher from Elections to City Clerk. I knew I was going to have to transfer salaries between budgets before the end of the fiscal year.

In addition, Lilibeth Tejada who is also paid out of the City Clerk's Salary was upgraded to an Assistant Registrar. Since Maureen left a void in the Election's Salary for twenty-one weeks and the person hired was a lower grade, the available money left in the Election's budget will be used to cover these personnel changes.

The above transfer will also make it possible to cover the retro wages in the amount of \$482.76, if needed.

I am also requesting a transfer of \$3,000.00 from 11621-5111 Full-Time Salaries – Elections and Registrations to 11611-5131 – Overtime Salary – City Clerk. Currently, there is only \$32.65 left in this account with 6 weeks remaining in the current fiscal year. I have three AFSCME employees in this office who are required to be paid overtime when staying late to catch up on work.

If you have any questions, please contact me.

Thank you for your consideration and assistance in this matter.

Sincerely,

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

Ilene Simons  
City Clerk

**CITY OF SALEM – Finance Department**  
**Free Cash, W & S R/E, R/Res & Budget Transfer Request Form**

From: City Clerk's office Department      [Signature] Department Head Authorizing Signature      5-28-19 Date

**Budget or R/Res Transfers**

To: 11 611-5131 (Org/Object)      Desc: OIT Salary - City Clerk      Budget Amt: \$ 3,000.00  
 Balance: \$ 32,65

From: 11621-5111 (Org/Object)      Desc: PIT Services - Elections      Budget Amt: \$ 100,314.67  
 Balance: \$ 24,187.96

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

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

**Free Cash or Retained Earnings (W/S)** (Org/Object)      Desc: \_\_\_\_\_      Budget Amt: \_\_\_\_\_  
 Balance: \_\_\_\_\_

**Raise & Appropriate**  
 Please circle one

Amount Requested: \$ 3,000.00

Reason (Be Specific) to cover OIT costs for the remaining 5 weeks

**For Finance Department and Mayor's Use Only:**

\_\_\_\_\_ Budget Transfer      \_\_\_\_\_ Mayor Approval      \_\_\_\_\_ City Council Approval

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

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

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

\_\_\_\_\_ Raise & Appropriate      \_\_\_\_\_ Other

Recommendation: \_\_\_\_\_ Approved      \_\_\_\_\_ Denied

[Signature]  
 Finance Director

Completed: Date: \_\_\_\_\_ By: \_\_\_\_\_ CO # \_\_\_\_\_ JE#: \_\_\_\_\_ Transfer #: \_\_\_\_\_



# CITY OF SALEM

In City Council,

Ordered:

June 13, 2019

To accept the donation of three thousand two hundred seventy-nine dollars and 00/100 (\$3,279.00) from Eastern Savings Bank. These funds will be deposited into the K-9 Donation Fund 2412, account 24121-4830 to be used for the Comedy Night fundraiser, in accordance with the recommendation of Her Honor the Mayor.





**CITY OF SALEM, MASSACHUSETTS**

Kimberley Driscoll  
Mayor

Office of the Mayor

June 13, 2019

Honorable Salem City Council  
Salem City Hall  
Salem, MA 01970

Ladies and Gentlemen of the Council:

The enclosed Order accepts a donation of \$3,279 from Eastern Bank, in support of the Salem Police Department's K-9 unit.

Pursuant to statute, the City Council must vote to approve acceptance of this donation. I recommend adoption of the enclosed Order and hope you will join me in thanking Eastern Bank for their generous donation.

Sincerely,

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

Kimberley Driscoll  
Mayor  
City of Salem



# CITY OF SALEM

In City Council,

Ordered:

June 13, 2019

To accept the donation of one thousand dollars and 00/100 (\$1,000) from Robert Lutts. These funds will be deposited into the Parks & Recreation Donation Fund 2406, account 24061-4830 to be used for sponsorship of the 2019 Park & Recreation Golf Tournament, in accordance with the recommendation of Her Honor the Mayor.



**CITY OF SALEM, MASSACHUSETTS**

Kimberley Driscoll  
Mayor

Office of the Mayor

June 13, 2019

Honorable Salem City Council  
Salem City Hall  
Salem, MA 01970

Ladies and Gentlemen of the Council:

The enclosed Order accepts a donation of \$1,000 from Robert Lutts, in support of the Department of Parks, Recreation, and Community Services' annual golf tournament.

Pursuant to statute, the City Council must vote to approve acceptance of this donation. I recommend adoption of the enclosed Order and hope you will join me in thanking Mr. Lutts for his generous donation.

Sincerely,

Kimberley Driscoll  
Mayor  
City of Salem



**CITY OF SALEM, MASSACHUSETTS**  
**PARK, RECREATION & COMMUNITY SERVICE**  
401 Bridge Street, Salem MA 01970  
Tel. (978) 744-0180/(978) 744-0924

Kimberley Driscoll  
MAYOR

Trish O'Brien  
Superintendent

May 30, 2019

Dear Mayor Driscoll:

I am writing to request the acceptance of a \$1,000 check from Robert Lutts for sponsorship of our 2019 Park and Recreation Golf Tournament to be deposited in the Park & Recreation Donation account of 24061-4830.

Sincerely,

A handwritten signature in cursive script that reads "Tricia O'Brien".

Tricia O'Brien  
Superintendent  
Park, Recreation & Community Service



# CITY OF SALEM

In City Council, June 13, 2019

## Ordered:

That the City Council hereby approves the submittal of the City of Salem's Application for Federal Assistance to the United States Department of Housing and Urban Development (HUD) for Community Development Block Grant (CDBG) funds for the period of July 1, 2019 through June 30, 2020 in the amount determined by HUD's formula entitlement allocation (identified as \$1,065,891).



## CITY OF SALEM, MASSACHUSETTS

Kimberley Driscoll  
Mayor

Office of the Mayor

June 13, 2019

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

Ladies and Gentlemen of the City Council:

Enclosed is an Order to authorize the submission of the City of Salem's *Application for Federal Assistance* to the U.S. Department of Housing and Urban Development (HUD) for Community Development Block Grant (CDBG) funds for the period of July 1, 2019 to June 30, 2020. For FY20, Salem's CDBG entitlement will be \$1,065,891. In addition, the City is expected to receive \$145,619 in HOME funds through the North Shore HOME Consortium.

The process began with an initial public hearing on January 17<sup>th</sup>, the issuance of requests for funding proposals from agencies to provide housing or economic development services, and requests from City departments for infrastructure and public facilities improvements. The Planning Department prepared the Draft FY20 Action Plan for Community Development, a copy of which was provided to you on May 29<sup>th</sup>. The plan describes the proposed activities to be undertaken in the next fiscal year with these federal funds. As part of the formal public review process, a 30-day public comment period commences on May 30<sup>th</sup> and a public hearing will be held on June 20<sup>th</sup>.

I am asking that the City Council approve the submittal of the City's *Application for Federal funds* at your meeting of June 13<sup>th</sup>, so that it can be submitted to HUD in a timely manner. Tom Daniel and Jane Guy are available to meet with you to answer any questions.

Very truly yours,

Kimberley Driscoll  
Mayor  
City of Salemp

**Application for Federal Assistance SF-424**

**\* 1. Type of Submission:**

- Preapplication
- Application
- Changed/Corrected Application

**\* 2. Type of Application:**

- New
- Continuation
- Revision

**\* If Revision, select appropriate letter(s):**

**\* Other (Specify):**

**\* 3. Date Received:**

**4. Applicant Identifier:**

04-6001413

**5a. Federal Entity Identifier:**

**5b. Federal Award Identifier:**

**State Use Only:**

**6. Date Received by State:**

**7. State Application Identifier:**

**8. APPLICANT INFORMATION:**

**\* a. Legal Name:**

City of Salem, MA

**\* b. Employer/Taxpayer Identification Number (EIN/TIN):**

04-6001413

**\* c. Organizational DUNS:**

1567710240000

**d. Address:**

**\* Street1:**

98 Washington Street

**Street2:**

**\* City:**

Salem

**County/Parish:**

**\* State:**

MA: Massachusetts

**Province:**

**\* Country:**

USA: UNITED STATES

**\* Zip / Postal Code:**

01970/3526

**e. Organizational Unit:**

**Department Name:**

Planning & Community Developme

**Division Name:**

**f. Name and contact information of person to be contacted on matters involving this application:**

**Prefix:**

Mr.

**\* First Name:**

Tom

**Middle Name:**

**\* Last Name:**

Daniel

**Suffix:**

**Title:**

Director

**Organizational Affiliation:**

City of Salem, Dept. of Planning & Community Development

**\* Telephone Number:**

978-619-5685

**Fax Number:**

**\* Email:**

tdaniel@salem.com

**Application for Federal Assistance SF-424**

**\* 9. Type of Applicant 1: Select Applicant Type:**

C: City or Township Government

Type of Applicant 2: Select Applicant Type:

Type of Applicant 3: Select Applicant Type:

\* Other (specify):

**\* 10. Name of Federal Agency:**

U. S. Department of Housing & Urban Development

**11. Catalog of Federal Domestic Assistance Number:**

14-218

CFDA Title:

Community Development Block Grant

**\* 12. Funding Opportunity Number:**

14-218

\* Title:

CDBG Program

**13. Competition Identification Number:**

Title:

**14. Areas Affected by Project (Cities, Counties, States, etc.):**

Add Attachment

Delete Attachment

View Attachment

**\* 15. Descriptive Title of Applicant's Project:**

Community Development Block Grant Program

Attach supporting documents as specified in agency instructions.

Add Attachments

Delete Attachments

View Attachments



**Application for Federal Assistance SF-424**

**16. Congressional Districts Of:**

\* a. Applicant

\* b. Program/Project

Attach an additional list of Program/Project Congressional Districts if needed.

**17. Proposed Project:**

\* a. Start Date:

\* b. End Date:

**18. Estimated Funding (\$):**

* a. Federal	<input type="text" value="1,065,891.00"/>
* b. Applicant	<input type="text"/>
* c. State	<input type="text"/>
* d. Local	<input type="text"/>
* e. Other	<input type="text"/>
* f. Program Income	<input type="text" value="100,000.00"/>
* g. TOTAL	<input type="text" value="1,165,891.00"/>

**\* 19. Is Application Subject to Review By State Under Executive Order 12372 Process?**

- a. This application was made available to the State under the Executive Order 12372 Process for review on
- b. Program is subject to E.O. 12372 but has not been selected by the State for review.
- c. Program is not covered by E.O. 12372.

**\* 20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes," provide explanation in attachment.)**

- Yes  No

If "Yes", provide explanation and attach

**21. \*By signing this application, I certify (1) to the statements contained in the list of certifications\*\* and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances\*\* and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 218, Section 1001)**

\*\* I AGREE

\*\* The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

**Authorized Representative:**

Prefix:  \* First Name:

Middle Name:

\* Last Name:

Suffix:

\* Title:

\* Telephone Number:  Fax Number:

\* Email:

\* Signature of Authorized Representative:  \* Date Signed:



# CITY OF SALEM

In City Council, June 13th, 2018

**Ordered:** The Salem City Council hereby authorizes the Police Chief to surplus nine (9) police vehicles that have been used in the fleet for the Salem Police Department that range from 2003-2012 that no longer have any life expectancy for use in the fleet as determined by Motor Pool Foreman, Stephen Tassinari.



**CITY OF SALEM, MASSACHUSETTS**

Kimberley Driscoll  
Mayor

Office of the Mayor

June 13, 2019

Honorable Salem City Council  
Salem City Hall  
Salem, MA 01970

Ladies and Gentlemen of the Council:

The enclosed Order declares as surplus nine Salem Police Department vehicles.

City Council authorization is required for the City to dispose of them. As the department no longer requires these vehicles, we are requesting that they be formally deemed as surplus so that they may be sold. If you have any questions please feel free to reach out to Chief Butler directly.

Sincerely,

Kimberley Driscoll  
Mayor  
City of Salem



**City of Salem, Massachusetts**  
**Police Department Headquarters**  
**95 Margin Street, Salem, Massachusetts 01970**

**Mary E. Butler**  
Chief of Police

May 20, 2019

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

Re: Declaration of Vehicles for Surplus

Dear Mayor Driscoll:

Attached to this correspondence is a list of nine (9) vehicles that have been used in the fleet for the Salem Police Department that range from 2003 to 2012 that no longer have any life expectancy for use in the fleet as determined by Motor Pool Foreman, Stephen Tassinari. I respectfully request to have the vehicles declared surplus in order for them to be listed on Muni-bid by Mr. Tassinari.

Please advise if you have questions or concerns regarding the process and I will make myself available at your convenience.

Sincerely,

  
Mary E. Butler  
Chief of Police

Cc: Kathleen McMahon, Treasurer, City of Salem  
Stephen Tassinari, Foreman, Salem Motor Pool, DPS  
Captain Conrad Prosniewski

5/14/19  
2/26/2019

Out of Service Inventory - *Municipal* Bid

					Former	
2012	Chevrolet	Caprice	6G1MK5U29CL613558	Patrol	28	
2010	Chevrolet	Impala	2G1WD5EM5A1135576	Patrol	43	
2003	Ford	Crown Vic	2FAHP71W23X204563	DVLO		
2012	Chevrolet	Caprice	6G1MK5U29CL613589	SRO		
2007	Dodge	Charger	2B3KA43H17H845381	Traffic	Barry	
2012	Chevrolet	Caprice	6G1MK5U24CL613600	27		
2009	Dodge	Charger	2B3KA43T59H519171	Traffic	38	
2010	Chevrolet	Impala	2G1WD5EM5A1135285	Patrol	3	
2009	Dodge	Charger	2B3KA43T99H519173	K9	29	



## CITY OF SALEM

In City Council, June 13, 2019

Ordered:

The Mayor, on behalf of the City of Salem, is hereby authorized to enter into a 5-year agreement with Nolan Associates, LLC d.b.a. Boston Harbor Cruises for the operation of the Salem Ferry to and from Boston's Long Wharf from May (Memorial Day weekend) through October.



## CITY OF SALEM, MASSACHUSETTS

Kimberley Driscoll  
Mayor

Office of the Mayor

June 13, 2019

Honorable Salem City Council  
Salem City Hall  
Salem, MA 01970

Ladies and Gentlemen of the Council:

The enclosed Order authorizes the City to enter into a five-year contract with Boston Harbor Cruises to continue the operation of the Salem Ferry. As you know, BHC is our current ferry operator. With the expiration of their previous agreement with the City, we reissued the bid for an operator and BHC was selected to continue on in this role.

This new contract also memorializes operational changes that had been made recently, but which had not been part of the previous agreement with BHC – namely additional ferries on Thursdays (7pm from Salem and 8:30pm from Boston) and also a water taxi service in Salem Harbor.

Since its launch the Salem Ferry to Boston has only grown in ridership, by 38% since it first began under BHC in 2012. The Salem Ferry not only provides a fun and enjoyable way to get from Salem's waterfront to Boston's, it provides an alternative commuting option for hundreds of passengers every day in season, reducing the number of private passenger vehicles on our busy roadways. In general, around 60,000 to 70,000 riders take the Ferry each year.

I recommend adoption of the enclosed Order. Should have any questions, I encourage you to contact Assistant Planning Director Kathy Winn or Harbormaster Bill McHugh.

Sincerely,

Kimberley Driscoll  
Mayor  
City of Salem

## VESSEL OPERATING AGREEMENT

**THIS VESSEL OPERATING AGREEMENT** executed on the 21<sup>st</sup> day of May, 2019 by and between the **CITY OF SALEM, Salem City Hall, 93 Washington Street, Salem, MA 01970** (hereinafter referred to as "Owner"), and **Nolan Associates, LLC dba Boston Harbor Cruises** (hereinafter referred to as "Charterer") and collectively (hereinafter referred to as "The Parties").

**WHEREAS**, the Owner has a high speed ferry for the purposes of transporting people between Boston to Salem, Massachusetts;

**WHEREAS**, the Charterer acknowledges that the purpose of this Agreement is to provide high speed ferry service between Salem and Boston, Massachusetts; provide a water taxi service; and provide such other trade service upon mutual agreement; and insure that no other service provided by Charterer shall conflict with the scheduling and delivery of such service;

**WHEREAS**, the Owner desires to engage the Charterer as an independent contractor to operate said vessel services;

**WHEREAS**, the Charterer desires to enter into an agreement with the Owner to operate such vessel services; and

**WHEREAS**, the Owner has selected the Charterer, based on an open bid solicitation process, to initiate public high speed ferry service between City of Salem and the City of Boston;

**NOW THEREFORE**, in consideration of the mutual covenants and agreements of The Parties herein contained and for other good and valuable consideration, the receipt of which is hereby acknowledged, The Parties hereto do hereby agree to the following terms:

### ARTICLE 1 - TERM

- 1.1 This agreement shall be for an initial term from May 25, 2019 through 12:00 noon May 24, 2020. The Charterer shall have four options to extend this agreement each for one (1) additional year, the first option commencing on 12:00 noon May 25, 2020. The Charterer shall provide written notice to Owner ninety (90) days prior to the expiration of the then present agreement of its exercise of the option. Authorization to extend this Agreement to a fourth and fifth year is subject to City Council approval which the City anticipates will be granted on June 13, 2019.

### ARTICLE 2 - OPERATIONS

- 2.1 The Owner hereby engages Charterer as an independent contractor to provide ferry service between Salem and Boston, Massachusetts in accordance with the operating schedule herein as set forth in the Initial Approved Schedules, Exhibit "A" hereto.
- 2.2 Charterer shall provide feeder service from Marblehead's West Shore to accommodate commuters. On weekdays, this feeder service shall embark commuters from Marblehead's Village Street to coincide with the first Ferry voyage leaving Salem and return passengers to Marblehead following the afternoon Ferry commuter voyage return to Salem. During the remainder of the day and on weekends, this launch shall provide on demand water taxi service between Marblehead's West Shore and the various public floats in Salem as well as moored vessels within the harbor. The vessel used for feeder service shall have a deep draft of no greater than four feet. The Vessel shall also be employed in other trade and service as the Parties mutually agree upon.



- 2.3 The Charterer, with the assistance and support of the Owner, shall secure the rights to use, operate and maintain, docking, passenger waiting, and ticketing facilities at Long Wharf in Boston Harbor for use as a ferry docking facility in a manner consistent with standards applicable in the industry. The operation and maintenance of such facility is the responsibility of the Charterer. It shall include the provision of security and lighting as may be required for passenger safety for the operation of the ferry service.
- 2.4 The Owner shall allow the Charterer to utilize the docking facility, passenger waiting, and ticketing facilities at Blaney Street in Salem for use as a ferry docking facility in a manner consistent with standards applicable in the industry. The maintenance of such facility, excluding daily cleaning and minor repairs, is the responsibility of the Owner. It shall include arrangements for police presence for passenger safety, lighting, telecommunication and dispatching equipment necessary or convenient for the operation of the ferry service.
- 2.5 The Charterer agrees that the services provided hereunder shall conform to the standards of care and practice in the passenger ferry service industry. The Charterer shall be responsible for all aspects of the service including ferry ticketing and revenue collection activities. The Charterer shall observe and obey all applicable laws, statutes, regulations, permit and license requirements imposed or administered by public agencies of competent jurisdiction.
- 2.6 The Charterer shall conduct broad based marketing, advertising and promotion of the high speed ferry service as set forth in its Proposal in Response to RFP 19-45-050 dated March 11, 2019, which proposal is incorporated herein by reference. These marketing programs shall include at a minimum the creation and distribution of printed material and signage of the of the high speed ferry service at areas at and near the docks in Boston and Salem and at area attractions, hotels, and transportation centers. The printed materials shall include Brochures, Posters and Print Advertising. The marketing shall include web based materials such as use of website and other web based media. The Owner will support the marketing efforts with positive press releases from and active involvement of the Mayor's office; significant presence on the City of Salem and the Salem Partnerships' marketing programs and web sites, and complete support and assistance from Destination Salem in all marketing materials provided in conjunction with the Mass Office of Travel and Tourism and it's affiliates, assistance in the development and distribution of printed materials; and way finding signs identifying the Salem Ferry installed by the Owner at least 30 days prior to commencement of service on a year to year basis. The operator will have exclusive rights to the use of the name "The Salem Ferry", the web address [www.salemferry.com](http://www.salemferry.com) and the Salem Ferry Logo. The operator will approve all marketing material in conjunction for the Salem Ferry that it is produced by any of the entities listed above.
- 2.7 The Owner designates the Deputy Director of the Department of Planning and Community Development for the City of Salem as the person with whom Charterer shall liaise on matters relating to the performance of this Vessel Operating Agreement. The authority of such Deputy Director shall not extend to amendments of this contract, which can only be made pursuant to Article 7 of this Vessel Operating Agreement. Provided further that the Owner shall have the right at any time to change the designated person. Charterer designates Alison Nolan as the individual with whom the Owner may liaise pertaining to this Agreement. Such designation is subject to change at the sole discretion of the Charterer.
- 2.8 The Owner may assign such individual personnel as are necessary for purposes of contract supervision.
- 2.9 The Charterer will be solely responsible for establishing fares, schedules, and service levels.

### ARTICLE 3 - VESSEL

3.1 The Owner will bareboat charter to the Charterer the following designated Vessel (hereinafter referred to as "Vessel") to provide the service(s) for the term(s) of the agreement as follows:

Vessel: NATHANIEL BOWDITCH (O.N. 1020565)  
Vessel Dimensions: 92'-2" LOA, 29'-10" Beam, 6' Draft  
Speed: 29 Knots fully loaded cruise speed  
Power: Two 16V2000 Detroit Diesels  
Capacity: 149 Passengers. Certified by the U.S.C.G. for service up to 20 nautical miles off shore.  
Certifications: USCG Certificate of Inspection [Boston]

3.2 The *Bareboat Charter Party* entered into by The Parties on this date is incorporated by reference herein and is intended to operate in conjunction with this Agreement to provide the intended service(s) described herein. Both agreements are inter-dependent and are subject to mutual continuation, cancellation or termination as the case may require. The Parties intend that neither agreement should continue if the other agreement is cancelled or terminated.

3.3 The Charterer, at its expense, shall provide all required insurance coverage in accordance with the Bareboat Charter Party, Article 10, and during the term of the Charter insure continued U.S. Coast Guard documentation and certification for the vessel in accordance with Article 9. Charterer shall provide evidence of valid USCG Certificate of Inspection and shall maintain full certification for the duration of this Agreement.

3.4 The Owner reserves the right, subject to the *Bareboat Charter Party* incorporated herein, to transfer, substitute, repair, and/or retire the Vessel supplied to the Charterer as necessary. To the extent that the Owner fails to make available the Vessel to the Charterer to perform the service(s) during any Charter/Term period, the Charterer may reduce the level of service for that period or allow the Charterer to substitute additional Charterer supplied vessels. Should the Owner fail to provide the Vessel necessary for the operation of the service(s), the Charterer's obligation to pay charter hire shall be governed by the *Bareboat Charter Party* provisions.

3.5 Upon completion, cancellation or termination of this Agreement, any Owner assets used by the Charterer, except the trailer and restrooms referred to in Paragraph 15.2 of this Vessel Operating Agreement, shall be returned to the Owner substantially in the conditions received, except for reasonable wear and tear.

3.6 The Charterer shall permit the Owner, or its designated representative or other guest to make scheduled inspections of the assets used by the Charterer in providing the service(s). Vessel inspections shall be governed by the terms and conditions of the Bareboat Charter Party.

3.7 The Charterer hereby warrants that the Vessel shall be used to fulfill all obligations set forth under the terms of this Vessel Operating Agreement. No unauthorized service(s) is permitted here under. The Vessel shall not be operated beyond the limits established in the applicable policies of insurance as hereinafter set forth, or the vessel's licensed waters.

3.8 The Charterer shall have the exclusive right to possession and control of the Vessel and shall be responsible for the Vessel during periods of non-employment and lay-up.

#### ARTICLE 4 – FERRY SCHEDULES

4.1 The Charterer shall operate the high speed ferry service from the Blaney Street dock in Salem to Long Wharf in Boston in accordance with the schedules as established by the Charterer and Owner,

which shall detail the weekday, weekend, and holiday hours of operation by season, and the frequency of service. The initial Approved Schedules, attached as Exhibit "A" have been approved and are incorporated.

- 4.2 Approved Schedules and Approved Shuttle Schedules may be amended by agreement and shall be reviewed by the Parties annually at least sixty (60) days prior to the beginning of each spring season.

## ARTICLE 5 – FARES

- 5.1 The Charterer will be solely responsible for establishing fares.
- 5.2 The Charterer shall collect fares for the high speed ferry service in accordance with the fare schedule set forth in Exhibit "B" and shall retain such fares for its use in providing ferry services under this Agreement.
- 5.3 The Charterer, at its sole discretion, shall establish the fares for all future periods of Vessel operation. The Charterer shall provide notice to the Owner of the fares for future periods at least thirty (30) days prior to the commencement of service.

## ARTICLE 6 - AMENDMENTS

- 6.1 This Agreement may be amended or modified by written amendment executed by The Parties, in accordance with the *Bareboat Charter Party* and the Owner's statutory and regulatory obligations.

## ARTICLE 7 - TERMINATION

- 7.1 The Parties reserve the right to terminate this Vessel Operating Agreement in whole upon the occurrence of any of the following:
- 7.1.1 Breach by the Parties of any material term or condition contained in this Vessel Operating Agreement and/or the Bareboat Charter Party;
- 7.1.2 Institution of proceedings of bankruptcy or insolvency by or against Charterer or appointment of a receiver or trustee over Charterer's property or devolution of this Vessel Operating Agreement by operation of law to any person or persons other than Charterer;
- 7.1.3. The Charterer's abandonment of the Vessel and/or its scheduled service;
- 7.1.4. The Charterer's unauthorized use of the Vessel and/or the Vessel's use beyond the limits established in the applicable policies of insurance;
- 7.1.5. The Charterer's violation of any material local, state or federal regulation or statute, where the Owner gives the Charterer written notice to rectify such violation and the Charterer fails to take such action to correct the violation within a reasonable time;
- 7.1.6. The Charterer provided false information to the Owner or fails to provide to the Owner any of the documents required under this Vessel Operating Agreement and/or the Bareboat Charter Party;
- 7.1.7. The Charterer's operation of the Vessel in violation of its Documentation and/or its USCG Certificate of Inspection, where the Owner gives the Charterer written notice to rectify such violation and the Charterer fails to take such action to correct the violation within a reasonable time;

- 7.2 Notice of termination will be given in writing at least ten (10) days prior to the date of termination, except where the Party contends that an emergency situation merits immediate termination;
- 7.3 Prior to giving notice of termination as described above, the Party shall provide written notice to the other Party and allow ten (10) days from the date of the notice to cure the situation giving cause for termination or such other reasonable time as the circumstances require;
- 7.4 This Agreement may be terminated by mutual agreement of the parties. Such termination shall be effective in accordance with the provisions of the Vessel Operating Agreement and the Bareboat Charter Party;

#### **ARTICLE 8 - SUSPENSION**

- 8.1 In its sole discretion and upon such terms and conditions as the Owner deems appropriate, the Owner may suspend this Agreement as an alternative to termination for any grounds which would serve as a basis for termination under Article 7. Such suspension will be deemed completed upon the correction of the grounds for which the suspension was instituted.

#### **ARTICLE 9 - ASSIGNMENT**

- 9.1 The Charterer's rights, duties, and obligations under this Vessel Operating Agreement may not be assigned, transferred, or delegated without the prior written approval of the Owner, which approval shall not be unreasonable withheld.

#### **ARTICLE 10 - REPORTS**

- 10.1 The Charterer shall provide to the Owner on a quarterly basis, a report that shall summarize the Vessel's employment, including daily passenger totals, and a monthly summary of all passenger trips for the high speed ferry service.
- 10.2 The Charterer shall furnish the Owner with a quarterly Maintenance Report showing the preventive and routine maintenance performed on the Vessel and its equipment for the duration of this Vessel Operating Agreement.

#### **ARTICLE 11 - SAFETY**

- 11.1 The Charterer will enforce the Commonwealth of Massachusetts' no-smoking law on public transportation. This will apply to the vessel, dock, ramps and passenger waiting areas.
- 11.2 The Charterer and the Vessel's Master shall be solely responsible for determining safe operating conditions and when weather conditions and/or navigational hazards exist which prevent and/or delay safe passage to and from the required and scheduled destinations.

#### **ARTICLE 12 - COMPLIANCE**

- 12.1 The Charterer shall operate the service(s) in full compliance with the requirements of the United States Coast Guard.
- 12.2 The Charterer shall be responsible for compliance with all applicable Federal, State and Local statutes and regulations for the service(s) provided herein.

## ARTICLE 13 - INSURANCE

- 13.1 The Charterer shall, at its expense, maintain for the shore side operations the following insurance:
- (a) Workers' Compensation and Employer's Liability insurance in the amounts required by law. The service herein is to be performed in or near navigable waters, docks, piers and waterfronts of the United States; therefore, endorsements shall be provided by the Charterer's Workmen's Compensation policy for compensation with respect to injury, disability or death of any employee under the United States Longshore and Harbor Workers' Compensation Act if recovery for such disability or death through Workmen's Compensation proceedings may not validly be provided by the state law.
  - (b) Comprehensive General Liability insurance with extensions for Dock, Pier and Gangway liability insuring both the Charterer and Owner, against all claims, suits, obligations, liabilities and damages, including attorneys fees, based upon or arising out of actual or alleged bodily injuries, wrongful death and property damage which may be claimed to have occurred on or about the Vessel, docks or any other location from Boston Harbor to Salem Harbor used in connection with providing high speed ferry service in accordance with this Agreement, or from the movement of passengers to and from the Vessel, or otherwise relating to the Charterer's performance and activities under this Agreement, including endorsements to cover all the claims, penalties and response costs arising from a spill of oil or any hazardous substance into the navigable waters of the United States, in the single limit or equivalent split limit amount of *Ten Million Dollars (\$10,000,000.00)*.
  - (d) Property Damage Insurance in an amount not less than *One Million Dollars (\$1,000,000)* for physical damage to shore side property and the full replacement cost of the docks, floats, gangways, personal property, and all improvements maintained on behalf of this contract, insuring such property and improvements against accident, fire, and other hazards customarily covered by so-call "all risk" insurance.
- 13.2 Prior to the service(s) described herein, the Charterer shall furnish to the Owner certificates for each insurance policy that the same is in full force and effect. The Owner shall be named as an additional insured on the Comprehensive General Liability and the Protection and Indemnity policies.
- 13.3 The Charterer is responsible for all deductibles.
- 13.4 All policies shall require that Notice to the Owner shall be provided at least thirty (30) days before cancellation or non-renewal.

## ARTICLE 14 - CHOICE OF LAW AND FORUM

- 14.1 This Vessel Operating Agreement shall be governed by and construed in accordance with the General Maritime Law of the United States, and to the extent not applicable, the laws of the Commonwealth of Massachusetts without regard to its conflicts of law provisions.
- 14.2 Any dispute, controversy or claim arising out of or relating to this Vessel Operating Agreement between the Owner and the Charterer shall be litigated, if at all, in and before the Federal Court located in Boston, Massachusetts, USA, to the exclusion of the courts of any other state, territory or country.

## ARTICLE 15 - SALEM SHORESIDE

- 15.1 The Charterer shall be responsible for daily maintenance and cleaning of all the docking facilities, parking lot, and other land side facilities in the City of Salem associated with the delivery of the service(s). The Charterer shall use the docks for the sole purpose of providing the service(s) under this Vessel Operating Agreement. If the fueling of the Vessel is to be performed in Salem, the Charterer or fuel supplier must obtain all licenses and permits prior to such fueling. The Charterer is responsible to provide for the proper disposal of sewage and other hazardous materials.
- 15.2 The Owner is responsible for providing a trailer(s) with a ticket booth and handicap accessible restrooms. The Owner agrees, at its expense, to satisfy the expenses of trash removal, electrical power, and water. Owner shall be responsible for all repaving, lighting, line painting and striping and other capital expenses or improvements related to the parking lot, the dock and other land side facilities.

#### **ARTICLE 16 - THIRD PARTIES**

- 16.1 Nothing in this Vessel Operating Agreement shall be deemed to create any rights in any person not a party hereto, other than permitted successors and assigns of a Party. This Vessel Operating Agreement shall not be construed in any respect to be a contract in whole or in part for the benefit of a third party.

#### **ARTICLE 17 - INVALID PROVISIONS**

- 17.1 In the event that any provision of this Vessel Operating Agreement is found to be invalid or unenforceable in any respect, the remaining provisions shall nevertheless be binding with the same effect as if the invalid or unenforceable provision was originally deleted.

#### **ARTICLE 18 - NON-WAIVER**

- 18.1 The failure of either Party to insist at any time upon the strict observance or performance of any of the provisions of this Vessel Operating Agreement or to exercise any right or remedy in this Vessel Operating Agreement shall not impair any such right or remedy or be construed as a waiver or relinquishment thereof.

#### **ARTICLE 19 - DISPUTES**

- 19.1 During the pendency of any controversy/dispute between the Parties, the service(s) and operation(s) to be conducted under this Vessel Operating Agreement, to the extent that they are the subject of any such dispute, shall continue to be performed in the manner existing prior to the arising of such controversy/dispute.

#### **ARTICLE 20 - AUTHORIZATION**

- 20.1 The parties represent and warrant to each other that upon execution of this Agreement: (a) the parties have the power and authority to enter into this Agreement and to carry out their respective obligations hereunder and (b) the parties have taken all legal action necessary to authorize them to enter into and perform their respective obligations hereunder.

#### **ARTICLE 21 - NOTICE**

- 21.1 All notices required to be given to the Owner shall be in writing and shall be deemed duly given if mailed by registered or certified mail, postage prepaid or delivered in hand or dispatched by email, or facsimile to:

City of Salem  
Department of Planning and Community Development  
98 Washington Street, 2nd Floor  
Salem, Massachusetts 01970  
Attn: Deputy Director of Department of Planning and Community Development

And

Salem City Hall  
93 Washington Street  
Salem, Massachusetts 01970  
Attn: Mayor of Salem

And

Salem City Hall  
93 Washington Street  
Salem, Massachusetts 01970  
Attn: City Council

or to such other address as the Owner may in writing substitute by notice to the Charterer.

All notices required to be given to the Charterer shall be deemed duly given if mailed by registered or certified mail, postage prepaid or delivered in hand or dispatched by email, telex, or facsimile to:XXXXXXXXXXXX or to such other address as the Charterer may in writing substitute by notice to the Owner.

For purposes of any notice requirement, notice shall be deemed given when mailed, delivered or dispatched.

#### **ARTICLE 22 - HEADINGS**

22.1 The Article and Section headings contained herein are for convenience, in reference only, and are not intended to define or limit the scope of this Agreement or any term thereof.

#### **ARTICLE 23 - CHARTERER'S STATUS**

23.1 The Charterer is engaged under this Agreement as an independent contractor and shall be construed as a demise owner (or bareboat charterer) of the Vessel.

**IN WITNESS WHEREOF**, The Parties have entered into this Vessel Operating Agreement by the signatures of their duly authorized representatives below effective on the date first shown above.

**CITY OF SALEM**  
(as Owner)

\_\_\_\_\_  
By: Kimberly Driscoll  
Its: Mayor

NOLAN ASSOCIATES, LLC

(as Charterer)

---

By: Alison Nolan  
Its: Principal



## **EXHIBIT A**

### **SCHEDULE**

#### **2019 Salem Ferry Schedule May 18 – June 27:**

##### **Daily/Weekend Schedule**

##### **Monday - Friday**

Departs Salem: 7am, 10:30am, 1pm, 4pm

Departs Boston: 9:30am, 11:45am, 2:30pm, 5:30pm

##### **Saturday/Sunday**

Departs Salem: 8am, 10:30am, 1pm, 4pm & 7pm

Departs Boston: 9:30am, 11:45am, 2:30pm, 5:30 pm & 8:30pm

#### **2019 Salem Ferry Schedule**

##### **June 28 – October 31:**

##### **Daily/Weekend Schedule Monday - Friday**

Departs Salem: 7am, 10:30am, 1pm, 4pm; 7pm (THURSDAY AND FRIDAY ONLY)

Departs Boston: 9:30am, 11:45am, 2:30pm, 5:30pm; 8:30 pm (THURSDAY AND FRIDAY ONLY)

##### **Saturday/Sunday**

Departs Salem: 8am, 10:30am, 1pm, 4pm & 7pm

Departs Boston: 9:30am, 11:45am, 2:30pm, 5:30pm & 8:30pm

Memorial Day, July 4th and Labor Day - Follow Weekend Schedule

## EXHIBIT B

### ADULTS:

Regular Rate Round Trip \$45 One Way \$25  
Commuter Rate\* Round Trip \$16 One Way \$8  
Salem Resident Rate\*\* Round Trip \$19 One Way \$12  
Greater Salem Resident Rate\*\* Round Trip \$33.75 One Way \$18.75  
10 Ride Pass Commuter - \$72 Non-Commuter - \$200

### SENIORS

Regular Rate Round Trip \$41 One Way \$23  
Commuter Rate\* Round Trip \$8 One Way \$4  
Salem Resident Rate\*\* Round Trip \$15 One Way \$10  
Greater Salem Resident Rate\*\* Round Trip \$30.75 One Way \$17.25

### CHILD (3-11)

Regular Rate Round Trip \$35 One Way \$20  
Commuter Rate\* Round Trip \$8 One Way \$4  
Salem Resident Rate\*\* Round Trip \$11 One Way \$8  
North Shore Resident Rate\*\* Round Trip \$26.25 One Way \$15

### **10-RIDE PASS\*\*\***

Non-Commuter \$200 Commuter \$72

\*Commuter Rate is valid Monday - Friday 7 AM and 5:30 PM departures ONLY

\*\* Salem /Greater Salem Resident Rate requires residents to prove residency by presenting valid license or recent utility bill with current Salem address when purchasing tickets in-person at a BHC ticket booth

\*\*\*Greater Salem Resident Rates (Must show proof of residency and purchase in person. Valid for Beverly, Danvers, Lynn, Marblehead, Nahant, Peabody and Swampscott)

## BAREBOAT CHARTER PARTY

**THIS CHARTER PARTY**, made and concluded in Salem, Massachusetts on this 21st day of May, 2019, between the **CITY OF SALEM**, Salem City Hall, 93 Washington Street, Salem, MA 01970 (hereinafter referred to as "Owner"), Owner of the **MV NATHANIEL BOWDITCH**, Official Number 1020565 (hereinafter referred to as the "Vessel"), and Nolan Associates, LLC dba Boston harbor Cruises (hereinafter referred to as "Charterer");

The Owner agrees to let and the Charterer agrees to hire the Vessel, from the time of delivery, for such period and service as set forth below, and within below mentioned trading limits.

### 1. Vessel

The Owner agrees to supply the following vessel:

Vessel:	<b>NATHANIEL BOWDITCH</b> (O.N. 1020565)
Vessel Dimensions:	92'-2" LOA, 29'-10" Beam, 6' Draft
Speed:	29 Knots fully loaded cruise speed
Power:	Two 16V2000 Detroit Diesels
Capacity:	149 Passengers. Certified by the U.S.C.G. for service up to 20 nautical miles off shore.
Certifications:	USCG Certificate of Inspection [Boston]

### 2. Delivery

- (a) The Vessel to be delivered and placed at the Charterer's disposal, in either Boston or Salem, MA, in such dock or at such berth or place (where she may safely lie, always afloat, at all times of tide) at 1200 hours on May 25, 2019, or other mutually agreeable time.
- (b) A complete inventory of the Vessel's entire equipment, outfit, appliances, and of all consumable stores shall be taken and mutually agreed upon at the time of the delivery.
- (c) The Charterer, at the port of delivery shall take over and pay for all fuel remaining onboard the Vessel at the current prices in that respective port.

### 3. Vessel's Class and Condition

- (a) The Owner shall exercise due diligence to deliver the Vessel on the date and at the time for delivery, in a tight, staunch, strong, and clean condition and sufficiently tackled, appareled, furnished, and properly equipped and in every respect seaworthy for the performance of the Charter in accordance with the standards in the passenger ferry trade. The Vessel shall be delivered fully classed for ships of its type within its Classification Society and with a valid USCG Certificate of Inspection issued by the controlling Captain of the Port. The Charterer shall throughout the Charter be in possession of all necessary certificates including a valid Passenger Certificate issued by the competent authorities, permitting the carriage of passengers up to the number identified in its Certificate of Inspection.
- (b) The Charterer has inspected or has had the opportunity to inspect the Vessel and acknowledge having accepted the Vessel and its facilities. If the Charterer elects to survey the Vessel before delivery, the Owner shall make the Vessel available upon reasonable notice. The cost of such survey will be for the Charterer's expense.

### 4. Vessel's Accommodation

- (a) The Vessel shall be engaged solely for the carriage of passengers and their carry-on baggage/luggage.

- (b) The Vessel may be engaged in other service or trade by the mutual agreement of the Owner and Charterer, subject to its USCG Certificate of Inspection

## 5. Service and Trading Limits

- (a) The Vessel shall be engaged in carrying passengers in such lawful trades, between safe berth and/or berths in Salem, MA and other safe berth and/or berths in the Boston, MA area, as the Charterer shall direct, subject to the terms of this agreement.
- (b) The Vessel may be used seven (7) days a week. The Vessel to work night and day in accordance with Vessel's Certificate of Inspection.
- (c) The Vessel is to be engaged and operated under a *Vessel Operating Agreement* of even date between the Owner and Charterer herein. The scheduling terms of this *Vessel Operating Agreement* are incorporated by reference herein. The Vessel's Log, maintained by the Master, will for all purposes officially establish the Vessel's use.
- (d) The *Vessel Operating Agreement* entered into by The Parties on this date is incorporated by reference herein and is intended to operate in conjunction with this Charter Party to provide the intended service(s) described herein. Both agreements are inter-dependent and are subject to mutual continuation, cancellation or termination as the case may require. The Parties intend that neither agreement should continue if the other agreement is cancelled or terminated.

## 6. Charterer's and Master's Authority

- (a) During the Charter period, the Master shall have complete control of the Vessel, its crew, and shall be in charge of all operations relating to the Vessel. The Master shall have complete and unrestricted discretion to act in any way he regards as appropriate, including but not limited to such action as the Master may consider necessary or desirable to preserve the safety and security on the Vessel.
- (b) The Charterer or the Master may at their sole discretion and without any liability on their part refuse transportation of, or at any stage of the Charter disembark, any person who in their judgment endangers the Vessel or himself, is or becomes unfit to travel, or jeopardizes the health, safety or well-being of other persons onboard.
- (c) The Master shall prosecute his voyages with the utmost dispatch and shall render customary assistance with ship's crew and boats. The Master shall be under the orders, control, and directions of the Charterer as regards all Vessel employment and agency.
- (d) The Vessel shall have liberty, at the discretion of the Master, with or without pilots, to tow and to be towed, to assist vessels in distress, and to deviate for the purpose of saving life and property.
- (e) The Master shall keep a full and correct Log of the voyage or voyages, which is to be patent to the Owner and to furnish to the Owner or its agents, when required, with a true copy, showing the Vessel activities.

## 7. Hire

- (a) In consideration for the chartering of the Vessel for the Charter period, the Charterer shall pay for the use and hire of the Vessel the designated amounts identified in Exhibit "C" hereto. The Charter period shall continue until the hour of the day of her re-delivery in like good order and condition, ordinary wear and tear excepted, to the Owner (unless lost) in the Salem, MA area. The Charterer shall have four options to extend this Charter Party each for one (1) additional year, the first option commencing on 12:00 noon May 25, 2020. The Charterer shall provide written notice to Owner

ninety (90) days prior to the expiration of the then present Charter period of its exercise of the option. The Owner shall secure City Council approval to extend the contract for a fourth and fifth year. Such approval is expected June 13, 2019.

- (b) The said hire is based upon a lump sum quarterly installment amount. Hire is not subject to any deduction or reduction in the event that there shall be less passengers than Charterer anticipated and/or lost voyages because of other excepted conditions. This subject to the provisions of (a) herein.

## **8. Payment of Hire and Other Charges**

- (a) All amounts due under this Charter Party shall be paid in full by Charterer's check or draft made payable to the Owner in the manner and at the time(s) as provided for herein.
- (b) Should the Vessel be lost, money paid in advance and not earned (reckoning from the date of loss) shall be returned to the Charterer in reasonable time. The Act of God, enemies, fire, restraint of princes, rulers and People, and all dangers and accidents of the seas, rivers, machinery, boilers and steam navigation throughout this Charter Party, always mutually excepted.
- (c) In the event of the loss of time from deficiency of Owner's obligations herein, fire, breakdown or damages to hull, machinery or equipment, grounding, detention by average accidents to ship or cargo, dry-docking for the purpose of examination or painting bottom, or by any other cause preventing the full working of the Vessel, the payment of hire shall cease for the time thereby lost, so long as the Charterer did not cause the damage.
- (d) If the Charterer defaults in payment of any installment of the hire on its due date as provided herein, excepting for (a) herein, the Owner shall give the Charterer written notice to rectify such default and within thirty (30) days of Charterer's receipt of the Owner's notice and if so rectified, the payment shall stand as duly made. If the Charterer fails to make the payment within the said thirty (30) days, the Owner shall have the option (exercisable up to receipt of late payment by the Owner) of treating the Charterer as having repudiated this Charter Party, whereupon the Owner shall be entitled to withdraw the Vessel from service of the Charter and terminate the Charter by providing written notice to the Charterer.
- (e) In the event of such withdrawal, Charterer will remain liable for the entire remaining balance of the Charter hire and any and all additional sums as may be owed pursuant to this Charter as though such withdrawal had not occurred and the obligation to pay such Charter hire shall be accelerated and become immediately due and payable, provided, however, Charterer shall be entitled to a credit or refund for any hire or other revenue earned by the Vessel during the remaining balance of the term of this Charter. Owner shall use its best efforts to find other employment for the Vessel. If the Vessel is sold or lost, all liability and damages for breach of the charter party is waived.

## **9. Charterer's Obligations**

- (a) The Charterer shall comply with all applicable laws, regulations and practices of relevant States and jurisdictions where the Vessel shall be employed and the Charterer shall undertake to inform all passengers accordingly. The Owner shall not be responsible for the breaches of any such laws, regulations and practices by the Charterer, its representatives and/or any passengers.
- (b) Except for United States Coast Guard documentation and Certificate of Inspection upon delivery, the Charterer shall be responsible to obtain and maintain all permits, licenses, including Maritime Security Act approval or other permission required to operate the Vessel in the municipalities and jurisdictions covered by this Charter Party.

- (c) The Charterer shall, at its own expense, man, operate, victual, fuel, and supply the Vessel, the Master, and crew. So far as reasonably practical, the crew to be employed by the Charterer shall be American citizens.
- (d) The Charterer shall provide and pay, after delivery and until re-delivery, for all the fuel, port charges, pilotage, agencies, commissions, and all other usual and customary operating expenses incurred during the Charter period, except as stated herein.
- (e) The Charterer shall have the right to install equipment and make minor alterations to the Vessel, provided that the Vessel is restored to her original condition, at the Charterer's expense, prior to redelivery. Charterer shall make no structural or other significant alterations or changes to the said Vessel, unless the consent of the Owner is first obtained in writing, which consent shall not unreasonably be withheld or delayed.
- (f) The Charterer shall have the right to paint the Vessel with its own markings and to fly its own House Flag after obtaining the Owner's consent in writing, which consent shall not unreasonably be withheld or delayed. If the Charterer paints the Vessel to its own markings then Charterer shall restore the Vessel to its original painted appearance (Owner's colors) prior to redelivery, such painting and repainting to be carried out in Charterer's time and at its expense.
- (g) Excepting normal wear and tear, if the Vessel is damaged during the Charter by the Charterer, its agents, employees and/or guests negligence, the Charterer, at its expense and time, will repair the Vessel prior to its re-delivery to the Owner.
- (h) In the event the owner requests to inspect the vessel for any purpose, the Charterer shall make the vessel available for such inspection at a mutually convenient time and place. Additionally, Charterer shall allow anyone, including but not limited to Owner employees, agents, guest, or future Vessel operators, accompanying Owner on such inspection to board the vessel and participate in said inspection.

## 10. Insurance

- (a) The Charterer, at its expense, shall provide Hull and Machinery Insurance for the period the Vessel is under charter to Charterer (i.e., until redelivery) with Owner being named as an additional insured and with Charterer's insurer waiving its right of subrogation against the Owner. The Charterer is to be responsible for all deductibles under the Hull and Machinery Insurance and there shall be no recourse against Owner for damage to the hull and machinery. The Charterer shall maintain the Vessel's class. The agreed value of the Hull and Machinery insurance will be carried at Two Million Eight Hundred Thousand and 00/100 (\$5,000,000.00) Dollars or other surveyed fair market value.
- (b) The Charterer, at its expense and subject to Owner's approval (which approval shall not be unreasonably withheld), shall provide all necessary and customary insurance on the Vessel, including but not limited to, Protection and Indemnity, General Liability Coverage, Excess Coverage, War Risk, Worker's Compensation, Liquor Liability, and Pollution Insurance for the period the Vessel is under charter to Charterer (i.e., until redelivery). The amount of coverage shall not be less than US Ten Million and 00/100 Dollars (\$10,000,000.00) per occurrence. The purpose of these insurances is to protect both the Owner and Charterer from all liability exposures during the Charter. The Owner shall be named as an additional insured on all the policies. The Charterer is to be responsible for all deductibles under the Protection and Indemnity, Excess Coverage, War Risk, Worker's Compensation, Liquor Liability, and Pollution Insurances. The Charterer shall provide to Owner copies of all Certificates of Insurance bound within ten (10) days after execution of this Charter.
- (c) All policies of insurance shall contain a provision under which the insurers must provide Owner with at least thirty (30) days notice before any cancellation of such policies for any reason.

- (d) Neither Owner nor Charterer will do any act or suffer any act to be done whereby any insurance required herein shall or may be suspended, impaired or defeated, and neither will suffer the Vessel to be operated under any conditions or in any geographic area where the effect would be to place the Vessel outside the coverage of the insurance policies in effect.

**11. Embarkation of Passengers**

- (a) The Vessel shall load and disembark passengers at the designated dock or at any berth or place that Charterer may direct, so long as all permits, licenses, including Maritime Security Act approval, and other permissions required to do so are valid, unexpired, and enforceable, and provided the Vessel can safely lie always afloat at any time of tide.
- (b) To the extent the Vessel is used for excursions and occasions other than commuter trips, the Charterers shall be responsible for all arrangements (including all expenses thereof) prior to passengers' embarkation and for the arrival of the passengers and their belongings at the embarkation port sufficiently in advance of departure to enable timely boarding and loading.

**12. Redelivery**

- (a) The Vessel to be re-delivered and placed at the Owner's disposal, in the Salem, MA area, in such dock or at such berth or place (where she may safely lie, always afloat, at all times of tide) at 1200 hours on May 24, 2024 or other mutually agreeable time.
- (b) The Charterer shall pay the costs of repositioning the Vessel back to the Redelivery Port upon termination of this Charter Party.
- (c) If the Owner elects to survey the Vessel before Redelivery, the Charterer shall make the Vessel available upon reasonable notice. The cost of such survey will be for the Owner's expense.
- (d) A complete inventory of the Vessel's entire equipment, outfit, appliances, and of all consumable stores shall be taken and mutually agreed upon at the time of the Redelivery.
- (e) The Owner, at the port of redelivery, shall take over and pay for all fuel remaining onboard the Vessel at the current prices in the respective port.

**13. Bareboat Charter Only**

This agreement is a bareboat charter and as stated is to be construed as a demise of the Vessel to the Charterer.

**14. Prohibition of Maritime Liens**

During the term of this Charter, neither the Charterer nor the Vessel's Master, shall have any right, power, or authority to create, incur, or permit to be imposed upon the Vessel any liens whatsoever except for crews' wages and salvage. The Charterer agrees to carry a copy of this Charter with the ship's papers. In no event shall Charterer procure or permit to be procured for the Vessel any berth or dock, fuel, supplies, necessaries or services furnished upon the credit of the Vessel. The Charterer shall notify any person furnishing repairs, supplies, towage, or other necessaries to the Vessel that neither the Charterer nor the Master, has any right to create, incur, or permit to be imposed upon the Vessel any liens whatsoever. The Charterer further agrees to fasten to the Vessel in the wheelhouse and at other locations in the Vessel where notices are normally displayed, and to maintain a conspicuous notice readings as follows:

"This Vessel is the property of the City of Salem. It is under charter to Nolan Associates, Inc. dba Boston Harbor Cruises and by the terms of the Charter

Agreement, neither Nolan Associates, Inc. or the Master nor anyone in possession of the Vessel has any right, power, or authority to create, incur, or permit to be imposed upon the Vessel any liens whatsoever.”

Should any lien or liens be placed against the Vessel for any reason whatsoever including but not limited to crew's wages, salvage, or otherwise, Charterer is responsible and agrees at its expense and cost to discharge and eliminate any and all such liens within a reasonable time after the placement of said lien..

**15. Passengers' Carry-On Baggage/Luggage**

- (a) Passengers' carry-on baggage/luggage is restricted to hand baggage/luggage of such size and type as can easily be kept on the passenger's person or directly nearby.
- (b) The Charterer will exercise due diligence to prohibit passengers from bringing on board contraband or illegal substances; nor firearms, dangerous goods without the prior consent of the Owner.

**16. Charterers' Liabilities**

- (a) The Charterer shall indemnify, hold harmless and defend the Owner and/or the Vessel against exposure to third parties for any damage, liability, suit, claim, cost or expense (including but not limited to legal fees and costs), arising out of any events or matters occurring onboard the Vessel or during passenger embarkation and/or disembarkation; or which arises out of Charterer's negligence or is caused by Charterer's breach of this Charter Party; or results from representations by the Charterer or contracts between the Charterer's crew or independent contractors or the breach thereof; or results from any intentional or negligent act or omission of the Charterer, its crew or employees or any person acting on behalf of the Charterer.
- (b) The Charterer shall indemnify the Owner and the Vessel against all damages to the Vessel and its equipment -caused by any intentional or negligent act or omission of Charterer's crew or employees.

**17. Vessel Maintenance Obligations**

- (a) The Charterer shall, at its expense, perform ordinary and customary maintenance of the vessel her appliances, appurtenances, and all equipment, in order to maintain the vessel in a good state of repair and in operating condition during the entire term of the Charter, which shall include all maintenance other than as set forth on Exhibit D. Charterer shall not be responsible for repairs or expenses capital in nature as set forth on Exhibit D ("Capital Expenses") other than due to the negligence or willful misconduct of the Charterer and its crew. The Vessel shall be maintained in accordance with the Charterer's Vessel Maintenance Program providing both regular and preventive maintenance, adherence to warranty requirements, and shall maintain adequate records of the preventative maintenance performed. All maintenance expenses other than Capital Expenses related to the Vessel, her appliances appurtenances shall be borne by the Charterer.
- (b) The Charterer shall maintain an escrow account toward payment of Capital Expenses. Capital Expenses shall be funded at least partially by a contribution from the Charterer, at the rate of \$15.00 per engine hour of operation for each engine (e.g. two main engines running for one hour equals \$30.00 to the Capital Fund). Said funds are to be used strictly for Vessel Capital Expenses. If the Charterer identifies the need for repairs that are not within the Vessel Maintenance Program, the Charterer will place the Owner on notice of the need for such repair. To the extent funds are available in the Capital Expense Account, the repair will be paid for from the Capital Expense Account after the Owner approves the need for such repair, and such approval will not be unreasonably withheld. Charterer shall furnish the Owner with a quarterly Capital Report showing the escrow account balance and complete details of any spending from said account. Any escrow account balance remaining at the time of redelivery shall be for the Owner's benefit. Owner shall be responsible to pay any costs associated with such approved repair beyond that which is available in the Capital Expense Account. To the extent there are insufficient funds in the Capital Expense



Account to pay for a needed Capital Expense, Charterer shall have the option to pay same and in such case may deduct the cost thereof (above what was available in the Capital Expense Account) from the sums due set forth on Exhibit D.

**18. Salvage**

Any salvage recoveries are for the Charterer's account.

**19. Loss of Vessel**

- (a) Should the Vessel become an actual, constructive or compromised total loss, before the commencement of the Charter, this Charter Party shall thereby be cancelled and the Owner shall return in full all moneys already paid. The Owner shall not be liable for any damages, expenses or losses caused to the Charterer by such cancellation.
- (b) Should the Vessel become an actual, constructive or compromised total loss, after the commencement of the Charter, this Charter Party shall thereby be cancelled and the Owner shall return all unearned moneys already paid. The Owner shall not be liable for any damages, expenses or losses caused to the Charterer by such cancellation. Charterer shall have the right to terminate this Charter.

**20. Termination**

If Owner breaches any obligation under this Charter and such breach is not cured within seven (7) days after notice from Charterer, Charterer may terminate this Charter and redeliver, at charterer's expense, the Vessel to Owner without further liability.

**21. Assignment and Sub-chartering**

The Charterer shall not assign this Charter Party nor sub-charter the Vessel, except may sublet the Vessel for all or any part of the time covered by this Charter to an affiliate of Charterer with Owner's consent (which consent shall not be unreasonably withheld), but Charterer shall remain responsible for the fulfillment of this Charter Party. The Owner, subject to the *Vessel Operating Agreement*, may at any time assign this Charter Party, which shall thereafter continue in full force and effect.

**22. Limitation of Liabilities**

- (a) The Owner, Charterer, and the Vessel shall have the right at all times to avail itself and have the benefit of any limitation of liability or exoneration of liability rule, regulation or statute applicable.
- (b) If any action is brought directly against the Owner of the Vessel, its Master or crew or any servant, agent or independent contractor, or against any person having an interest in the Vessel, such persons shall be entitled to avail themselves of all defenses and limits of liability, which the Owner and Charterer are entitled to invoke under this Charter Party and the provisions of law applicable, as if they were expressly made for their benefit. In entering into this Charter, the Owner and Charterer do so not only on their own behalf but also as agent and trustee for such persons, who shall to this extent be or be deemed to be parties to this Charter.

**23. Force Majeure**

Neither the Owner nor the Charterer shall be responsible for any loss, damage, delay or failure in performance under this Charter Party resulting from Act of God, civil commotion, arrest or restraint by princes, rulers, and people, bad weather, closure of ports, quarantine and epidemics or any other event whatsoever arising after signing the Charter Party which cannot be avoided or guarded against by the exercise of due diligence or the consequences of which as may affect the performance of this Charter Party, cannot be avoided or guarded against by the exercise of due diligence.

## 24. War Risks

- (a) "War Risks" shall include any war (whether actual or threatened), act of war, civil war, hostilities, revolution, civil commotion, warlike operations, the laying of mines (whether actual or reported), acts of piracy, acts of terrorists, acts of hostility or malicious damage, blockades (whether imposed against all vessels or imposed selectively against vessels of certain flag or ownership), by any person, body, terrorist or political group, or the Government of any state whatsoever, which are dangerous or likely to be or to become dangerous to the Vessel, crew or passengers. "War Risks" shall also include for the purpose of this clause any nuclear accident (whether actual or reported), which is dangerous or likely to be or become dangerous to the Vessel, crew or passengers.
- (b) If at any time before the commencement of the Charter, it appears that the performance of this Charter or any part of it, may expose the Vessel, its crew or passengers or board the Vessel to War Risks, the Charterer may give notice to the Owner canceling this Charter Party, or may refuse to perform such part of it as may expose or may be likely to expose, the Vessel, its crew or passengers to War Risks.
- (c) The Charterer shall not be required to continue embarking passengers for the Charter or to proceed on the Charter or continue the Charter, or any part thereof, or to proceed through any canal or waterway, or to proceed to or remain at any port or place where it appears, either after embarkation commences or at any stage of the Charter, that the Vessel, its crew or passengers or any one or more of them, are or are likely to be exposed to War Risks.
- (d) The Vessel shall have the liberty:
  - (i) to comply with all orders, directions, recommendations or advice as to departure, arrival, routes, sailing in convoy, ports of call, stoppage, destination, disembarking of passengers or in any other way whatsoever, which are given by the Government of the nation under whose flag the Vessel sails, or other Government to whose laws the Owners and/or Charterers are subject, or any other Government which so requires, or anybody or group acting with the power to compel; compliance with their orders or directions;
  - (ii) to comply with the orders, directions or recommendations of any war risks or other underwriters, who have the authority to give same under the terms of the war risks or other insurance of the Vessel;
  - (iii) to call at any other port to disembark passengers and/or give to change crew or any part thereof when there is reasons to believe that any passengers and/or crew members may be subject to internment, imprisonment or other sanctions.
- (e) If in compliance with any of the provisions of sub-clauses (b) to (d) of this Clause anything is done or not done, such shall be considered as due fulfillment of the Charter.

## 25. Governing Law and Forum

- (a) This Charter Party shall be governed by and construed in accordance with the General Maritime Law of the United States, and to the extent not applicable, the laws of the Commonwealth of Massachusetts without regard to its conflicts of law provisions.
- (b) Any dispute, controversy or claim arising out of or relating to this Charter Party between the Owner and the Charterer shall be litigated, if at all, in and before the Federal Court located in Boston, Massachusetts, USA, to the exclusion of the courts of any other state, territory or country.

## 26. Notices

Any notices to be given by either party to the other shall be in writing (which term shall include email/telexes/facsimiles) and:

(a) if addressed to the Owner, shall be dispatched to the address of

City of Salem  
Department of Planning and Community Development  
120 Washington Street, 3<sup>rd</sup> Floor  
Salem, Massachusetts 01970  
Attn: Deputy Director of Department of  
Planning and Community Development

And

Salem City Hall  
93 Washington Street  
Salem, Massachusetts 01970  
Attn: Mayor of Salem

And

Salem City Hall  
93 Washington Street  
Salem, Massachusetts 01970  
Attn: City Council

or to any other address which the Owner may designate to the Charterer in writing.

(b) if addressed to the Charterer, shall be dispatched to the address of:

Boston Harbor Cruises  
One Long Wharf  
Boston, MA 02110

or to any other address which the Charterer may designate to the Owner in writing.

## 27. Entire Agreement

This Charter Party contains the entire agreement of the parties with respect to the subject matter hereof and supersedes all prior negotiations, proposals, statements of intent and other representations with respect to such subject matter.

This Charter Party may not be changed orally nor may any provision or right be waived, modified, enlarged, amended or varied in any manner nor may it be abrogated or discharged except in each case by a written instrument signed by the party to be charged therewith.

The failure of any party to insist upon strict compliance with or performance of any of the provisions of this Charter Party shall not constitute a waiver or abrogation of such provisions, or any other provision, nor shall it constitute a waiver of compliance in any other instance. No course of dealing between the parties and no delay on the part of any party in exercising any right hereunder shall operate as a waiver of any right of the parties.

The headings of this Charter Party are inserted for convenience of reference only and shall not be construed as part of the agreement.

If any provision of this Charter Party is prohibited, invalid or unenforceable in any jurisdiction, the legality, validity and enforceability of the remaining provisions hereof shall not in any way be affected.

**28. Broker**

(a) Owner hereby represents that no brokerage commission or finder's fee is owed in connection with this Charter and that no such broker's commission or any other type of finder's fee will be paid or owed, except as stated herein. The Owner hereby represents to the Charterer that it will hold the Charterer harmless from and against any claims for broker's commissions, finder's fees or similar compensation to the extent that the Owner is in breach of this representation or its obligation to the broker. The provisions of this clause shall survive the termination of this Charter.

(b) The Charterer hereby represents that no brokerage commission or finder's fee is owed in connection with this Charter and that no such broker's commission or any other type of finder's fee will be paid or owed, except as stated herein. The Charterer hereby represents to the Owner that it will hold the Owner harmless from and against any claims for broker's commissions, finder's fees or similar compensation to the extent that the Charterer is in breach of this representation. The provisions of this clause shall survive the termination of this Charter.

**IN WITNESS WHEREOF**, the parties have entered into this Bareboat Charter Party and Delivery Contract by the signatures of their duly authorized representatives below effective on the date first shown above.

**CITY OF SALEM**  
(as Owner)

---

By: Kimberly Driscoll  
Its: Mayor

**NOLAN ASSOCIATES, INC.**  
(as Charterer)

---

By: Alison Nolan  
Its: Principal

**EXHIBIT C**

**PAYMENTS**

The annual payments below are based on gross revenue targets.

<b>Gross Revenue Milestone</b>	<b>Annual Payment</b>
\$1,500,000	\$25,000.00
\$1,750,000	\$50,000.00
\$2,000,000	\$75,000.00

## EXHIBIT D

### CAPITAL EXPENSE ITEMS

- Engine overhauls, either midlife or major, in frame or out
- Major reconditioning or replacement of marine gears, controls in a ship set, underwater machinery such as Propellers and shaft bearings
- Major hull repairs due to age or lack of maintenance
- Large scale interior joinery and appliance up grade
- Seating or flooring replacement
- Vessel electronics package up grade
- Auxiliary engines and generators
- Large scale hull or topside painting up grades.

### CAPITAL EXPENSE ACCOUNT INFORMATION???

## *City of Salem*

---

*In the year Two Thousand and Nineteen*

*An Ordinance* to amend an ordinance relative to solid waste management.

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

***Section 1.***

1) Chapter 36, Section 36-6 Collection fee for certain residences is hereby amended by deleting the fee of "\$18.00" as it appears in paragraph (a) and replacing it with the fee of "\$19.50" and further amending this paragraph (a) by deleting the fee of "\$120.00" and replacing it with a fee of "\$125.00".

2) Chapter 36, Section 36-8 Collection fee for certain commercial establishments is hereby amended by deleting the fee of "\$26.50" and replacing it with the fee of "\$28.50".

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



**CITY OF SALEM, MASSACHUSETTS**

Kimberley Driscoll  
Mayor

Office of the Mayor

June 13, 2019

Honorable Salem City Council  
Salem City Hall  
Salem, MA 01970

Ladies and Gentlemen of the Council:

The enclosed Ordinance sets the fee for non-owner-occupied curbside trash and recycling collection.

As you know, in the past we have lowered this fee when contract costs to the City went down. With the increased cost to provide this service, we are therefore now seeking to proportionally change the fee amount to reflect the additional expense the City incurs to provide these properties with trash and recycling collection through our contractor, Waste Management.

To ensure the fair distribution of these expenses and lessen the cost impacts on our owner-occupied taxpaying residents, I recommend adoption of the enclosed Ordinance.

Sincerely,

Kimberley Driscoll  
Mayor  
City of Salem



# City of Salem

---

*In the year Two Thousand and Nineteen*

*An Ordinance* to amend an ordinance relative to outdoor cooking appliances, heating equipment and fireplaces.

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

**Section 1.** Article III Fire Prevention and Protection of Chapter 20 of the Code of Ordinances is hereby amended by adding the following new sections:

**“Section 20-125. Outdoor Cooking Appliances, Outdoor Patio and Space Heaters, Outdoor Decorative Heating Appliances and Outdoor Fireplaces.**

The purpose of this Section is to protect the residents of Salem from the effects of accidental fire due to improperly placed, misused, malfunctioning, or unattended outdoor cooking and heating appliances that may lead to accidental injury, death or property damage.

**Section 20-126. Code of Massachusetts Regulation Reference.**

Wherever "527 CMR" is noted, it shall be interpreted "527 CMR 1.00: Massachusetts Comprehensive Fire Safety Code and all currently adopted reference standards." In situations where this article conflicts with 527 CMR and adopted reference standards, the more stringent application shall apply as determined by the City of Salem Fire Marshal.

**Section 20-127. Definitions.**

*Authority Having Jurisdiction (AHJ)* shall mean the City of Salem Fire Marshal under the supervision and control of the Fire Chief.

*Permanent* shall mean a fixed gas installation that is hard piped and connected to an approved and permanently fixed fuel supply, permitted through the Salem Inspectional Services Department and installed by a licensed installer in accordance with all applicable codes and reference standards.

*Refillable* shall mean an approved, movable or permanent container that is legibly marked as referenced in 527 CMR and used and maintained in compliance with 527 CMR and manufacturer's recommendations. Such container is capable of being refueled by delivery onsite by a qualified LPG fuel supplier or by transporting to a refueling station.

*Licensed Person* shall mean a licensed: journeyman or master plumber, journeyman or master gas fitter, Liquefied Petroleum Gas installer (LPG) and Limited LPG-Gas Installers including those apprentices working under such license.

*Liquefied Petroleum Gas (LP-Gas)* shall mean any material which is composed predominantly of any of the following hydrocarbons or mixtures of the same: propane, propylene, butanes (normal or isobutane), and butylenes. LP-Gas is commonly as "propane"

*Cooking Appliance* shall mean an appliance designed specifically for the purpose of heating and cooking food and constructed in compliance with approved safety standards and tested by a recognized product testing or listing agency.

*Solid Fuel* shall include, wood, charcoal, fuel pellets or any similar non-gaseous fuel. Whether any newly developed or identified fuel, not specifically mentioned in this article at the date of adoption is later classified as a solid fuel shall be determined by the AHJ.

**Section 20-128. Sale of solid fuel outdoor patio and space heaters, outdoor decorative heating appliances, and outdoor fireplaces within the City of Salem.**

- (a) It is prohibited for any mercantile establishment located within the City of Salem to sell, or offer for sale, any outdoor patio or space heater or decorative heating appliance such as chiminea, fire pit, or outdoor fireplace that is fueled by a solid fuel such as wood, charcoal, fuel pellets or similar non-gaseous fuels unless an informational label is clearly affixed and visible on the product display informing the purchaser of the prohibited use of these devices within the City of Salem.
- (b) The signage shall be placed on the display or shelving where any regulated device is for sale. The sign shall be affixed in plain view at eye level and clearly visible to purchaser. The sign shall be of durable construction and shall be no less than 10" x 12" or 120 square inches using red lettering on a white background with a font of sufficient size to be clearly visible to the purchaser from a distance of six feet.
- (c) The label and signage shall state the following:

**IMPORTANT NOTICE BEFORE PURCHASE OR USE**

**IT IS PROHIBITED WITHIN THE CITY OF SALEM TO USE any outdoor patio or space heater, outdoor decorative heating appliance such as a chiminea, fire pit or outdoor fireplace using solid fuel including charcoal, wood, fuel pellets or any non-gaseous fuel.**

**Per Order of: Salem Ordinances - Chapter 20 Fire Prevention and Protection**

**Section 20-129. Use of solid fuel outdoor patio and space heaters, outdoor decorative heating appliances and outdoor fireplaces within the City of Salem.**

It is prohibited within the City of Salem to use any outdoor patio or space heater, decorative heating appliance such as a chiminea, fire pit or outdoor fireplace using solid fuel including charcoal, wood, fuel pellets or any non-gaseous fuel.

**Section 20-130. Regulations for the use of Natural Gas or LP-GAS outdoor patio and space heaters, and decorative heating appliances.**

**(a) Non-Commercial Use**

1. Outdoor patio or space heaters and decorative heating appliances such as chiminea, fire pits and outdoor fireplaces that are fueled by Natural Gas or LP-GAS using a refillable tank or permanently installed are allowed for use within the City of Salem provided the appliance is listed or labeled by a recognized product testing organization. Where permanent, such installation shall be installed and permitted through the Inspectional Services Department of the City of Salem and installed by a licensed installer in accordance with all applicable codes and reference standards.
2. LP-Gas appliances whether permanent piped or refillable, all installations, clearances, storage and use shall be according to manufacturer's specifications and 527 CMR.
3. Under the authority of 527 CMR, the Salem Fire Department prohibits the use or storage of LP-Gas containers inside or on balconies above the first floor of any building or structure used for habitation; or the use or storage of liquefied petroleum gas appliances used for barbecue cooking on first floor porches, decks, or balconies that are enclosed by a roof or other confining material of a building or structure used for habitation.
4. LP-Gas containers used or stored on permitted first floor porches or decks, shall be conveyed there via an unenclosed exterior staircase only and shall not be passed through any building used for habitation nor shall such appliance obstruct egress. In accordance 527 CMR a permit is required from the Salem Fire Department for all permanent container installations and for the storage or use of LP-Gas cylinders of 42 lbs. or greater in the aggregate. Up to two 20 lb. cylinders are allowed without a permit provided they are used and stored according to 527 CMR.

**(b) Commercial Use**

1. LP-Gas fueled space heaters, fireplaces and decorative heating appliance used or stored on the exterior of any place of assembly, restaurant, bar, or public establishment shall require a Salem Fire Department fuel storage permit regardless of the amount of fuel on the premises. Fueled appliances and fuel cylinders awaiting replacement or use shall only be used and stored as prescribed by 527 CMR and the City of Salem Fire Marshal.
2. LP Gas or solid fueled cooking appliances used for commercial purposes and special events shall be allowed provided the required permits for fuel storage and use have been obtained and the equipment is used and stored as prescribed by 527 CMR and the City of Salem Fire Marshal.

**Section 20-131. Regulations for the use of outdoor barbecue & cooking grills using solid fuel, charcoal, and LP-Gas.**

**(a) LP-Gas Operated Grills**

1. The following regulations apply to the use of portable, solid fueled, charcoal and LP-Gas operated cooking grills on or within a building or structure and includes balconies, fire escapes, porches, roofs as a part thereof. This section does not apply to natural gas grills permitted through the Salem Inspectional Services Department and installed by a licensed installer in accordance with all applicable codes and reference standards.
2. The Salem Fire Department prohibits the use or storage of liquefied petroleum gas containers, including 1 lb LP-Gas containers attached to portable cooking grills, inside or on roof tops, decks, balconies or porches above the first floor of any building or structure used for habitation. Under the authority of 527 CMR, the Salem Fire Department prohibits the use or storage of liquified petroleum gas appliances used for barbecue cooking on first floor porches, decks, or balconies that are enclosed by a roof or other confining material of a building or structure used for habitation
3. LP-Gas containers, including 1 lb LP-Gas containers attached to portable cooking grills, used or stored on permitted first floor porches or decks, shall be conveyed there via an unenclosed exterior staircase only and shall not be passed through any building used for habitation nor shall such appliance obstruct egress. LP-Gas containers, including 1 lb LP-Gas containers attached to portable cooking grills, shall be located in areas where there is free air circulation, at least three feet from building openings (such as windows and doors), and at least five feet from air intakes of air conditioning and ventilating systems.
4. 527 CMR states that no permit is required for the storage and use of LP-Gas containers of an amount less than 42 lbs. in approved locations. This allows the use and storage of two 20-1b. propane cylinders without a permit.

**(b) Solid Fueled & Charcoal Grills**

1. Under the authority of 527 CMR, the Salem Fire Department prohibits the use of portable charcoal or any solid or non-gaseous fueled cooking grills, hibachi or similar cooking appliances on or within a building or structure, and further prohibits their use on balconies, decks, porches or within 10 feet of a structure.
2. The storage of charcoal or any solid or non-gaseous fueled cooking grill, hibachi or similar appliance used for cooking shall be prohibited on all balconies, decks, porches except for single family dwellings. When stored on a porch or deck of a single family dwelling, the appliance shall be empty of all charcoal or solid or non-gaseous fuel
3. Gas, Solid fueled & Charcoal grill use or storage is prohibited on fire escapes or fire escape balconies.

**Section 20-132. Penalties.**

This ordinance shall be enforced by the Salem Fire Department. Violations of this ordinance, unless otherwise provided for in MGL Chapter 148, MGL Chapter 148A, or 527 CMR, shall result in a fine of fifty (\$50) dollars for the first violation and fifty (\$50) dollars per day that the violation persists.”

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



**CITY OF SALEM, MASSACHUSETTS**

Kimberley Driscoll  
Mayor

Office of the Mayor

June 13, 2019

Honorable Salem City Council  
Salem City Hall  
Salem, MA 01970

Ladies and Gentlemen of the Council:

The enclosed Ordinance is submitted on behalf of Chief Gerry Giunta of the Salem Fire Department and comes with his recommendation.

This Ordinance sets out more clear parameters on the use of outdoor fireplaces and heating equipment. It is intended to reduce the potential for accidental fires and damage to property. If you have any questions about this Ordinance change, please feel free to contact Chief Giunta directly.

Sincerely,

Kimberley Driscoll  
Mayor  
City of Salem



# CITY OF SALEM, MASSACHUSETTS

## FIRE DEPARTMENT

---

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

FIRE PREVENTION  
BUREAU  
978-745-7777

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

June 7, 2019

Honorable Mayor Kimberley Driscoll,

I believe the City of Salem should have an ordinance concerning outdoor cooking appliances, outdoor patio and space heating equipment, outdoor decorative heating appliances, and outdoor fireplaces. There seems to be more of these types of appliances popping up around the city and there should be some rules and regulations for them. The Derby Restaurant is requesting decorative heating appliances (natural gas fire tables). This type of appliance has already been installed at the Waterfront Hotel and I believe it was allowed by Chief Cody. I think that once people start to see these appliances in this busy area there will be many questions on having residential "fire pits."

I am attaching an ordinance for you to look at so that we can keep solid burning (wood, charcoal, etc...) from being used, which creates a fire hazard due to flying brands and also adds to pollution.

Respectfully,

John G. Giunta  
Chief of Department  
Salem Fire

# City of Salem

---

*In the year Two Thousand and Nineteen*

**An Ordinance** to amend an ordinance relative to accessory living uses.

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

Section 1. Chapter 3.0 Use Regulation is hereby amended by deleting Section 3.2.8 Accessory Living Areas in its entirety and replacing it with the following:

**“3.2.8 Accessory Living Areas.** Accessory Living Areas shall be allowed as provided set forth in this section.

1. Purpose.

- A. To provide homeowners with a means of obtaining companionship, security, and services, thereby enabling them to remain in their homes and neighborhoods they might otherwise be forced to leave.
- B. Add moderately priced rental units to the housing stock to meet the needs of smaller households and make housing units available to moderate income households who might otherwise have difficulty finding housing.
- C. To encourage the economic and energy efficient use of the city's housing supply while preserving the character of the city's neighborhoods.
- D. To maximize privacy, dignity, and independent living among family members preserving domestic family bonds as well as to protect the stability, property values, and the residential character of the neighborhood.
- E. To permit the owner of an existing, or a proposed, detached dwelling to construct one additional dwelling unit. Such a use is incidental and subordinate to the principal dwelling.

2. Procedure.

- A. The Building Inspector shall administer and enforce the provisions of this section unless a Special Permit is required then the Zoning Board of Appeals will be the Special Permit Granting Authority.
- B. When a waiver is required, a Building Permit shall not be issued until a Special Permit has been granted and duly recorded.

3. Application

- A. The Application for the Special Permit, if required, shall:
  - a. Include a statement of the fact basis upon which the aforesaid purpose has been fulfilled.



- b. Be signed by one hundred (100) percent of the record title ownership interest of the principal dwelling and shall include a copy of the deed to the applicant.
    - c. Include a floor plan of the accessory living area, the principal dwelling where it is to be located and all elevations. All plans shall be drawn to scale and identify the existing structure and proposed modifications to create the accessory living area.
  - B. The Application for the Building Permit shall:
    - a. Be signed by one hundred (100) percent of the record title ownership interest of the principal dwelling and shall include a copy of the deed to the applicant.
    - b. Include a floor plan of the accessory living area, the principal dwelling where it is to be located and all elevations. All plans shall be drawn to scale and identify the existing structure and proposed modifications to create the accessory living area.
- 4. Requirements.
  - A. The minimum parking required for the principal dwelling pursuant to Section 5.1 of this ordinance shall not count as off-street parking for the accessory living area. The accessory living area shall have a dedicated off-street parking space unless otherwise waived pursuant to Section 5 of this ordinance.
  - B. There shall not be a net loss in the caliper of private trees on the lot in which the accessory living area will be located unless otherwise waived pursuant to Section 5 of this ordinance.
  - C. The accessory living area shall not contain in excess of 800 square feet of habitable space, unless otherwise waived pursuant to Section 5 of this ordinance.
  - D. No more than one (1) accessory living area shall be located upon a single lot.
  - E. At least one (1) owner of the residence in which the accessory living area is created shall reside in one (1) of the dwelling units as a principal place of residence at the time of permit issuance and a minimum of two years thereafter.
  - F. Electricity, water and gas shall be provided by a single service to both the accessory living area and the principal dwelling.
  - G. The accessory living area may not be sold or transferred separate and apart from the principal dwelling to which it is an accessory use. The principal dwelling and the accessory living area shall remain in common or single ownership and shall not be severed in ownership.
  - H. No separate entry to the accessory living area shall be permitted unless from existing entries, from within the main dwelling, from the back or from the side of the main dwelling.
  - I. The accessory living area shall not contain more than two (2) bedrooms.
  - J. The accessory living area shall be clearly subordinate in use, size and design to the principal dwelling.
  - K. The accessory living area must be capable of being discontinued as a separate dwelling unit without demolition of any structural component of the principal dwelling.
  - L. There shall be no occupancy of the accessory living area until the Building Inspector has issued a certificate of occupancy that the principal dwelling and accessory living area shall be in compliance with all applicable health and building codes.
  - M. The Building Permit shall be revoked upon determination by the Building Inspector that any condition imposed by the has not been fulfilled.
  - N. By filing the Application for Special Permit or a Building Permit for an accessory living area, all owners consent to an inspection without a warrant upon reasonable notice by the Building Inspector to ensure compliance with all terms of this section and conditions imposed upon the grant of the Special Permit.

- O. Short term rentals are prohibited in the accessory living unit.
  - P. The accessory living unit shall obtain certificate of fitness subject to the provisions of Section 2-705 of the City of Salem Code of Ordinances.
5. Special Permit. Upon the request of the Applicant, the Zoning Board of Appeals may grant a Special Permit pursuant to Section 9.4 to waive the following requirements in the interests of design flexibility and overall project quality, and upon a finding of consistency of such variation with the overall purpose and objectives of the accessory living area ordinance.
- A. Notwithstanding anything to the contrary herein, the minimum required amount of parking may be waived if the Zoning Board of Appeals finds it is impractical to meet the parking standards and that such waivers are appropriate by reason that it will not result in or worsen parking problems in or in proximity to the Project, and upon demonstration to the reasonable satisfaction of the Zoning Board of Appeals that a lesser amount of parking will provide positive environmental or other benefits, taking into consideration:
    - a. The availability of surplus off-street parking in the vicinity of the use being served
    - b. The proximity to public transportation;
    - c. The availability of public or commercial parking facilities in the vicinity of the accessory living area;
    - d. Impact of the parking requirement on the physical environment of the affected lot or the adjacent lots including reduction in green space, destruction of significant existing trees and other vegetation, destruction of existing dwelling units, or loss of pedestrian amenities along public ways; and
    - e. Such other factors as may be considered by the Zoning Board of Appeals.
  - B. The Zoning Board of Appeals may grant a waiver to allow a net loss in the caliper of trees on the lot in which the accessory living area will be located taking into consideration the species of the tree, health of the tree, whether a replacement tree will be planted on another property or if a contribution to a tree replacement fund will be provided.
  - C. The Zoning Board of Appeals may grant a waiver to allow the accessory living area to exceed 800 square feet of habitable space, taking into consideration peculiarities of the layout of the primary dwelling.
6. Termination.
- A. The accessory living unit use shall terminate immediately upon any violation of any term or condition of this ordinance or of the Special Permit that the owner fails to cure, upon two (2) weeks written notice mailed to the applicant and to the occupants at the dwelling address by certified mail, return receipt requested.
  - B. Duty of Owner Upon Termination include:
    - a. The owner shall discontinue the use of the accessory living area as a separate dwelling unit.
    - b. The kitchen facilities of the accessory living area shall be removed unless determined by the Building Inspector to be incidental and subordinate as an accessory use of the principal dwelling.
    - c. Any additional exterior entrance constructed to provide access to the accessory living area shall be permanently closed, unless the Building Inspector provides a waiver. The owner shall permit an inspection by the Building Inspector without a warrant.

7. **Severability.** All the clauses of this ordinance are distinct and severable, and if any clause shall be deemed illegal, void, or unenforceable, it shall not affect the validity, legality, or enforceability of any other clause or portion of this bylaw.”

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



## CITY OF SALEM, MASSACHUSETTS

Kimberley Driscoll  
Mayor

Office of the Mayor

June 13, 2019

Honorable Salem City Council  
Salem City Hall  
Salem, MA 01970

Ladies and Gentlemen of the Council:

As you know, seniors and young people alike are being priced out of Salem. With that in mind, we have collectively been working to create policies that will facilitate more housing options in our community, in particular for residents struggling to meet fast rising rents and home sales prices. Attached please find a revised Accessory Dwelling Unit (ADU) Ordinance that is designed to lift some of the barriers to creating new housing options for seniors and others in our community.

As you may recall, over a year ago, we adopted an accessory living area Ordinance with a purpose of *“providing older homeowners or other family members with a means of obtaining companionship, security, and services, thereby enabling them to remain in their homes and neighborhoods they might otherwise be forced to leave.”* To date, however, only five homeowners have used this tool, which requires accessory units to be used solely by a family member or caregiver and for the unit to be dismantled once the need no longer exists (death or relocation of family member, etc.). This requirement is very limiting and thus far, very few ADU or ‘in-law’ units have been created in Salem. The lack of housing options is not unique to seniors, of course – it is a challenge across all ages – and with that in mind, we have proposed a modified Ordinance that can better serve housing needs in our community.

Accessory dwelling units (ADUs), sometimes called in-law apartments, have a tremendous potential to increase the supply of a type of housing that Salem is in dire need of: moderately priced rental units. Not having an adequate supply of moderately priced rental opportunities places a burden on the people that we want to be able to live in Salem: seniors, child care workers, hospitality staff and service industry employees, to name a few. ADUs also offer an opportunity for homeowners to gain a rental income stream that can assist with housing costs in our City. That boost in income can help a young family buy their first home or make it feasible for a Salem senior on a fixed income to stay in their home and remain here in Salem. ADUs can accomplish this without requiring substantial new buildings or additions to traffic and infrastructure.

To this end, please find the enclosed accessory living area Ordinance that is proposed to replace the current accessory living area Ordinance. The language of the new Ordinance was developed through

many months of public forums and meetings of the Affordable Housing Task Force and members of the public. A significant difference between the current Ordinance and this proposal is that the new Ordinance adds more flexibility to create housing options. A summary of the changes proposed to the Ordinance is outlined in the table below. Please keep in mind, the purpose of the new Ordinance is to help residents, and seniors particularly, to remain in their home by allowing a small, accessory use within the same property by right, provided certain requirements are met.

<b><u>CRITERIA</u></b>	<b><u>CURRENT ORDINANCE</u></b>	<b><u>PROPOSED ORDINANCE</u></b>		
<b>Zoning District</b>	R1	Expand to allow in RC, R1, R2, and R3		
<b>Purpose</b>	Provide older homeowners or family members companionship, security and services.	Add moderately priced rental units to the housing stock to meet the needs of smaller households and make housing units available to moderate income households who might otherwise have difficulty finding housing.		
<b>Tenant Restriction</b>	Family member or caregiver.	Remove tenant restrictions (anyone may rent the unit).		
<b>Owner occupied</b>	Yes.	Required at time of permit issuance and a minimum of two years thereafter.		
<b>Run with land or owner</b>	Owner.	Owner for the first two years, then the land.		
<b>Inspections</b>	Annual certification and inspection; \$75 to maintain annually.	Subject to Sec. 2-705 (Certificate of Fitness of rented dwelling unit): <ul style="list-style-type: none"> <li>• Inspection required every 3 years.</li> <li>• Inspection required for change in tenancy.</li> <li>• \$50 inspection fee.</li> </ul>		
<b>Termination</b>	<ol style="list-style-type: none"> <li>1. Two years from date of special permit if the use has not commenced.</li> <li>2. Terminates upon change of owner.</li> <li>3. Violation of any term of condition of the special permit.</li> </ol>	Upon violation of any term of the ordinance, e.g. renting as a short-term rental, or not complying with the certificate of fitness requirements).		
<b>Short Term Rentals</b>	NA (due to tenant restrictions).	Not allowed; amends Sec. 15-4 of the Code of Ordinances to include ADUs.		
<b>Allowed by right (meaning no special permit is needed, however a building permit is still required)</b>	No.	<table border="0" style="width: 100%;"> <tr> <td style="vertical-align: top; width: 50%;"> <b>Yes if:</b> <ul style="list-style-type: none"> <li>• 2 onsite parking spaces.</li> <li>• No net loss of trees (measured in caliper size).</li> <li>• If new construction is proposed, complies with dimensional standards.</li> <li>• ADU does not exceed 800 square feet.</li> </ul> </td> <td style="vertical-align: top; width: 50%;"> <b>Special Permit from the Zoning Board of Appeals (ZBA) if:</b> <ul style="list-style-type: none"> <li>• less than 2 onsite parking spaces.</li> <li>• Net loss of trees (measured in caliper size).</li> <li>• If new construction is proposed and it does not comply with the dimensional standards.</li> <li>• ADU exceeds 800 square feet.</li> </ul> </td> </tr> </table>	<b>Yes if:</b> <ul style="list-style-type: none"> <li>• 2 onsite parking spaces.</li> <li>• No net loss of trees (measured in caliper size).</li> <li>• If new construction is proposed, complies with dimensional standards.</li> <li>• ADU does not exceed 800 square feet.</li> </ul>	<b>Special Permit from the Zoning Board of Appeals (ZBA) if:</b> <ul style="list-style-type: none"> <li>• less than 2 onsite parking spaces.</li> <li>• Net loss of trees (measured in caliper size).</li> <li>• If new construction is proposed and it does not comply with the dimensional standards.</li> <li>• ADU exceeds 800 square feet.</li> </ul>
<b>Yes if:</b> <ul style="list-style-type: none"> <li>• 2 onsite parking spaces.</li> <li>• No net loss of trees (measured in caliper size).</li> <li>• If new construction is proposed, complies with dimensional standards.</li> <li>• ADU does not exceed 800 square feet.</li> </ul>	<b>Special Permit from the Zoning Board of Appeals (ZBA) if:</b> <ul style="list-style-type: none"> <li>• less than 2 onsite parking spaces.</li> <li>• Net loss of trees (measured in caliper size).</li> <li>• If new construction is proposed and it does not comply with the dimensional standards.</li> <li>• ADU exceeds 800 square feet.</li> </ul>			

While ADUs offer tremendous potential for us to help Salem residents remain here in Salem and better afford their homes, the Ordinance before you is only one of a number of housing strategies that have either been proposed to you already or are being studied and prepared for your consideration. For example, you already have before you a proposal for a reuse special permit, an inclusionary zoning Ordinance will be submitted to the City Council later this summer, we are evaluating opportunities to leverage publicly-owned land for affordable housing, and the City, through the Salem for All Ages initiative, is studying models for home-sharing options for seniors.

I look forward to continuing this discussion regarding ADUs at the joint public hearing with the Planning Board, which is the next step for this Ordinance. If you have any questions, please contact Tom Daniel, City Planner, at 978-619-5685. Thank you for your attention to this matter and for your shared commitment to pro-actively address the growing housing affordability challenge in our community.

Sincerely,



Kimberley Driscoll  
Mayor  
City of Salem

# City of Salem

*In the year Two Thousand and Nineteen*

**An Ordinance** to amend an ordinance relative to accessory living areas.

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

**Section 1.** Section 3.1 Table of Principal and Accessory Use Regulations of the City of Salem Zoning Ordinance is hereby amended by allowing an accessory living area use in the RC, R1, R2 and R3 zoning districts:

<b>E. ACCESSORY USES</b>	<b>RC</b>	<b>R1</b>	<b>R2</b>	<b>R3</b>	<b>B1</b>	<b>B2</b>	<b>B4</b>	<b>B5</b>	<b>I</b>	<b>BPD</b>	<b>NRCC</b>
Accessory Living Area	Y	Y	Y	Y	N	N	N	N	N	N	-

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



**CITY OF SALEM, MASSACHUSETTS**

Kimberley Driscoll  
Mayor

Office of the Mayor

June 13, 2019

Honorable Salem City Council  
Salem City Hall  
Salem, MA 01970

Ladies and Gentlemen of the Council:

The enclosed Ordinance is intended to accompany the accessory dwelling unit (ADU) Ordinance submitted to you under separate cover.

This Ordinance is necessary to update the Zoning table to reflect the changes proposed in the ADU Ordinance. I recommend both this Ordinance and the ADU Ordinance be advanced concurrently and adopted.

Sincerely,

Kimberley Driscoll  
Mayor  
City of Salem



# *City of Salem*

---

***In the year Two Thousand and Nineteen***

***An Ordinance*** to amend an ordinance relative to short term rentals.

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

**Section 1.** Chapter 15 Short-Term Residential Rentals is hereby amended by inserting the following within Section 15.4 (a) Ineligible Residential Units:

“(5) Units established pursuant to the Salem Zoning Ordinance Section 3.2.8 Accessory Living Areas.”

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



**CITY OF SALEM, MASSACHUSETTS**

Kimberley Driscoll  
Mayor

Office of the Mayor

June 13, 2019

Honorable Salem City Council  
Salem City Hall  
Salem, MA 01970

Ladies and Gentlemen of the Council:

The enclosed Ordinance is intended to accompany the accessory dwelling unit (ADU) Ordinance submitted to you under separate cover.

This Ordinance is necessary to prohibit ADUs from being used as short-term rentals. I recommend both this Ordinance and the ADU Ordinance be advanced concurrently and adopted.

Sincerely,

Kimberley Driscoll  
Mayor  
City of Salem



## **CITY OF SALEM, MASSACHUSETTS**

**In City Council, June 13, 2019**

**Resolved**

### **A RESOLUTION TO RECOGNIZE NATIONAL GUN VIOLENCE AWARENESS DAY**

***WHEREAS***, every day, 100 Americans are killed by gun violence and on average there are nearly 13,000 gun homicides every year. Americans are 25 times more likely to be killed with guns than people in other high-income countries and protecting public safety in the communities they serve is mayors' highest responsibility; and

***WHEREAS***, support for the Second Amendment rights of law-abiding citizens goes hand-in-hand with keeping guns away from people with dangerous histories. Mayors and law enforcement officers know their communities best, are the most familiar with local criminal activity and how to address it, and are best positioned to understand how to keep their citizens safe; and

***WHEREAS***, in January 2013, Hadiya Pendleton, a teenager who marched in President Obama's second inaugural parade and was tragically shot and killed just weeks later, should be now celebrating her 22nd birthday to help honor Hadiya – and the 100 Americans whose lives are cut short and the countless survivors who are injured by shootings every day – a national coalition of organizations has designated June 7, 2019, the first Friday in June, as the 5th National Gun Violence Awareness Day; and

***WHEREAS***, the idea was inspired by a group of Hadiya's friends, who asked their classmates to commemorate her life by wearing orange; they chose this color because hunters wear orange to announce themselves to other hunters when out in the woods and orange is a color that symbolizes the value of human life; and

***WHEREAS***, anyone can join this campaign by wearing orange on June 7th, the first Friday in June, to help raise awareness about gun violence. By wearing orange on June 7<sup>th</sup> Americans raise awareness about gun violence and honor the lives of gun violence victims and survivors; and

***WHEREAS***, dozens of Salem residents and others from the North Shore wore orange and assembled at Salem City Hall on June 7, 2019 to mark National Gun Violence Awareness Day;

***THEREFORE***, we, the City Council and Mayor of Salem, do recognize and support the efforts of the millions of students, parents, and other Americans who celebrate National Gun Violence Awareness Day and who advocate to end gun violence, and we call upon our federal government to – at long last – take meaningful action to reform gun laws, end the epidemic of gun violence in our country, and make our communities safer for all.



**CITY OF SALEM, MASSACHUSETTS**

Kimberley Driscoll  
Mayor

Office of the Mayor

June 13, 2019

Honorable Salem City Council  
Salem City Hall  
Salem, MA 01970

Ladies and Gentlemen of the Council:

On Friday, June 7<sup>th</sup> members of our community gathered at City Hall to mark National Gun Violence Awareness Day.

In honor of that occasion and to help raise public awareness of this incredibly important issue, please find enclosed a resolution reflective of the proclamation I made on June 7<sup>th</sup>. I hope the Council will join in endorsing this resolution and adding your voices to the many across our community, our Commonwealth, and our country, who are demanding action now.

Sincerely,

Kimberley Driscoll  
Mayor  
City of Salem



# CITY OF SALEM PLANNING BOARD

---

May 23, 2019

Ms. Ilene Simons, City Clerk  
City of Salem  
City Clerk's Office  
Salem, MA 01970

Dear Ms. Simons:

At its regular meeting on Thursday, February 21, 2019 the Planning Board voted five (5) in favor (Bill Griset, Matt Veno, Helen Sides, Kirt Rieder, and Matt Smith) and none (0) opposed to designate Planning Board Member Kirt Rieder to serve on the Tree Commission pending confirmation by a majority vote of the City Council. Please place this on the next available City Council meeting agenda for confirmation.

If there are any questions regarding this matter, please feel free to contact me at 978-619-5685.

Sincerely,

A handwritten signature in black ink, appearing to read "Mason Wells".

Mason Wells  
Planner, City of Salem

Cc: Ben Anderson

**ELIZABETH M. RENNARD**

*CITY SOLICITOR*

93 WASHINGTON STREET

SALEM, MA 01970

TEL: 978.619.5633

FAX: 978.744.1279

EMAIL: BRENNARD@SALEM.COM



**CITY OF SALEM**

**KIMBERLEY L. DRISCOLL, MAYOR**

LEGAL DEPARTMENT

93 WASHINGTON STREET

SALEM, MASSACHUSETTS 01970

**VICTORIA B. CALDWELL**

*ASSISTANT CITY SOLICITOR*

93 WASHINGTON STREET

SALEM, MA 01970

TEL: 978.619.5634

FAX: 978.744.1279

EMAIL: VCALDWELL@SALEM.COM

June 13, 2019

Salem City Council  
City Hall  
Salem, MA

Ladies and Gentlemen of the Council:

I am writing to respectfully request that a meeting be held, either at a regularly scheduled City Council meeting or a special meeting, in executive session to discuss strategy with respect to threatened litigation relative to land in dispute at 20R Franklin Street because an open meeting may have a detrimental effect on the City's litigating position.

Last week, I updated Councilor Gerard about the recent research conducted by the Legal Department relative to the land in dispute at 20R Franklin Street and it is with her agreement that I request an executive session meeting be scheduled, through the City Clerk, with the City Council, Mayor Driscoll and myself.

Thank you for your consideration of this request.

Sincerely,

Elizabeth Rennard



Comcast  
David R. Flewelling  
Specialist 2 Construction  
9 Forbes Road, Suite 9B  
Woburn, MA 01801  
Cell – 617-279-7864  
[dave\\_flewelling@comcast.com](mailto:dave_flewelling@comcast.com)

June 7, 2019

Ms. Ilene Simons  
Salem City Clerk  
City Hall  
93 Washington Street  
Salem, MA 01970

RE: Artist Row  
Grant of Location-Petition

Dear Ms. Simons:

Enclosed please find materials supporting Comcast request for a grant of location from the Salem City Council. The work associated with the attached petition is for the purpose of installing new underground conduit and Comcast Utility Pole to service the businesses located at Artist Row. For a detailed description of the work please refer to the attached construction sketch.

I look forward to the opportunity to address this matter in further detail at the next Salem City Council Meeting. Should you have any questions or concerns, please feel free to contact me at (617) 279-7864.

Sincerely,

A handwritten signature in black ink, appearing to read "David R. Flewelling", written over a horizontal line.

David R. Flewelling  
Comcast  
Specialist 2, Construction

Enclosure (3)

PETITION OF COMCAST FOR LOCACTION FOR CONDUITS, MANHOLES AND POLES

To the City Council for the City of Salem, Massachusetts:

Respectfully represents Comcast Cable Communications Management LLC., a company incorporated for the distribution of telecommunications services, that it desires to construct a line for such telecommunications under the public way or ways hereinafter specified.

Artist Row: Excavating to place (1) 35' utility pole and (1) 2" PVC Conduit 10'+/\_ . From the newly placed pole 5 service drops will be placed to the businesses on Artist Row.

Wherefore, your petition prays that, after due notice and hearing as provided by law, the City Council may by Order grant your petitioner permission to construct, and a location for, such a line of conduits, manholes and poles with the necessary wires and cables therein, said conduits manholes and poles to be located, substantially as shown on the plan made by Comcast dated February 19, 2019 and filed here with, under the following public way or ways of said City of Salem.

Comcast,

By: 

David R. Flewelling

Specialist 2, Construction

Dated this June 7, 2019

City of Salem Massachusetts

Received and filed \_\_\_\_\_, 2019

\_\_\_\_\_



ORDER FOR CONDUIT & POLE LOCATION

In the City Council for the City of Salem, Massachusetts.

ORDERED:

That permission be and hereby is granted to Comcast Cable Communications Management LCC., to lay and maintain underground conduits, manholes and poles, with the wires and cables to be placed therein, under and above the surface of the following public way or ways as requested in petition of said Company dated June 7, 2019

Artist Row: Excavating to place (1) 35' utility pole and (1) 2" PVC Conduit 10'+/-. From the newly placed pole 5 service drops will be placed to the businesses on Artist Row.

Substantially as shown on plan, filed with said petition.

Also that permission be and hereby is granted said Comcast to lay and maintain underground conduits, manholes, cables and wires in the above or intersecting public ways for the purpose of making connections with such poles and buildings as it may desire for distributing purposes.

The foregoing permission is subject to the following conditions:

- 1. The conduits and manholes shall be of such materials and construction and all work done in such manner as to be satisfactory to the City Council or to such officers as it may appoint to the supervision of the work.
- 2. Said Company shall indemnify and save the City harmless against all damages, costs and expense whatsoever to which the City may be subjected in consequence of the acts or neglect of said Company, its agents or servants, or in any manner arising from the rights and privileges granted it by the City.
- 3. In addition said Company shall, before a public way is disturbed for the laying of its wire or conduits, execute its bond in a penal sum of One Hundred Thousand Dollars (\$100,000) (reference being had to the bond already on file with said City) conditioned for the faithful performance of its duties under this permit.
- 4. Said Company shall comply with the requirements of existing by-laws and such as may hereafter be adopted governing the construction and maintenance of conduits and wires, so far as the same are not inconsistent with the laws of the Commonwealth.

I hereby certify that the foregoing order was adopted at a meeting of the City Council for the City of Salem, Massachusetts, held on the \_\_\_\_\_ day of \_\_\_\_\_ 2019.

(over)

\_\_\_\_\_  
City Clerk



Front Street

PROPOSED COMCAST UNDERGROUND CONDUIT 1- 2" PVC, SCH. 40 L = 10' +/-

17-21 Front Street

From existing Comcast Lockbox in the basement of 17-21 Front Street. Attach a .625 Coaxial cable and 2" PVC conduit to the basement ceiling rafters 20'± to the West Side of the buildings exterior wall. Once outside continue with the 2" PVC Conduit 10'± to a proposed utility pole located on the City of Salem Property.

Aerial Cable

Underground Cable

Comcast Pole 35' set 5'6" deep

Lobster Shanty

Ceramics

Boston Wood

Grace Digs

Restrooms

Painters

Artist Row

Notes:

- 1. This plan was prepared to depict the proposed Comcast easement located at 17-21 Front Street in Salem, MA.
- 2. Prior to any construction the contractor shall notify Dig Safe at least 72 hours in advance at 1-888-344-7233 for verification of utilities and for field locations.
- 3. All work to be undertaken shall conform to the City of Salem Engineering Department and Department of Public Works Standards.

COMCAST EASEMENT PLAN	
17-21 FRONT STREET SALEM, MA	
DATE: February 19, 2019	SCALE: N/A DRAWING BY: DRF



**Board of Trustees**

David Pabich,

June 10, 2019

**President**

Leonette Strout,

**Vice President**

Kurt Ankeny -  
Beauchamp,

**Treasurer**

Mikki Wilson,

**Clerk**

Eddie Aroko

Steve Britton

Elizabeth Duclos-  
Orsello

Adria Duijvesteijn

Gary Leach

John Boris

Dr. Nick

Sarantopoulos

Leoncio Vizcaino

Eileen Quinn

Tim Erickson-

Oberg

Frank Nitkiewicz

City Council President, Elaine Milo  
CC: Cheryl LaPointe, City Clerk  
BCC: Councilor McCarthy, Ward 1  
93 Washington Street  
Salem, MA 01970

Dear Councilor Milo,

I hope this finds you well.

On Sunday, September 22, 2019, North Shore CDC would like to host the Point's annual Fiesta en la Calle -Block Party on Peabody Street from 2pm to 6pm. We respectfully ask that all vehicles are cleared from Peabody Street and request that cars that are remaining during this day and time are at risk of being towed. We request that the street be cleared from vehicles between the hours of 10am to 8pm (these hours allow time for setup and breakdown).

The North Shore CDC will notify the residents of this request by posting signs and going door to door to eliminate any confusion. This request is to ensure order and pedestrian safety before, during and after the event.

The event will have live music, food trucks, art activities and local groups and businesses along Peabody Street. We hope you may be able to attend.

Should you have any questions, please email me at [ashley@northshorecdc.org](mailto:ashley@northshorecdc.org) or call at : 978-825-4004.

Best regards,

Ashley Shedd  
Marketing & Events Manager  
North Shore Community Development Coalition  
96 Lafayette Street  
Salem, MA 01970

**Advisory Board**

Bill Tinti

Toni Aloï

Peter Herlihy

Nicole Bonfiglio

Jeff Rolke

Kevin Noyes

Dana Anderson

Jose Gonzalez

Carrie Francis

Cabot

Greg Coles

Jennifer

Beauchamp

Barry Sinewitz

Judith Zolla

Linda Anderson-Mercier

Diana Kerry

Lesli Woodruff

North Shore Community Development Coalition, Inc.  
96 Lafayette St, 2nd Floor  
Salem MA 01970  
978-745-8071  
[@northshorecdc](mailto:@northshorecdc)  
[@urban.art.museum](mailto:@urban.art.museum)  
[www.northshorecdc.org](http://www.northshorecdc.org)  
[www.puntourbanartmuseum.org](http://www.puntourbanartmuseum.org)

North Shore Community Development Coalition, Inc.  
invests in neighborhoods to create thriving communities.



CITY OF SALEM, MASSACHUSETTS  
PARK, RECREATION & COMMUNITY SERVICE

401 Bridge Street, Salem MA 01970  
Tel. (978) 744-0180/(978) 744-0924  
pobrien@salem.com

Kimberley Driscoll  
MAYOR

Trish O'Brien  
Superintendent

Approved

**Road Bike/Race/Walk/Parade Application**

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

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

Applicant's Name: CAROL A. MEYER

Organization Name: YMCA OF THE NORTH SHORE

Name of Race/Walk/Parade: WITCH CITY 5K

Contact #: 781-990-7034 E-Mail Address: meycar@northshoreymca.org

Address: 13 EVELL

City/State/Zip: SALEM, MA 01970

Organization Tax Status (please include Tax ID Number): NON-PROFIT 042-104-913

What Charities Will This Race/Walk Be Benefiting?  
YMCA OF THE NORTH SHORE

Approximately How Much of the Race/Walk/Parade Proceeds Will Be Donated to Each Charity(s)  
100%

Day of Race/Walk Contact Information:

Name: CAROL A. MEYER Contact #: 978 804 8170

Date of Event: 10/19/19 SAT Estimated Number of Participants: 1000

Time of Event: 9:00 AM Estimated Finish Time of Event: 11:30 AM

Start Location: SALEM WILLOWS Finish Location: SALEM WILLOWS NEAR BEACH  
CROSS FROM RESTAURANTS

Distance of Event: 5K

Has This Event Been Held Before?  Yes  No

**All Races/Walks/Parades Are Required to Recycle and Remove Trash.**  
Please Explain Your Plan (Will You Bring to North Shore Recycled Fiber on 53 Jefferson Ave, Open M-F; Bring to Your Home Curbside, or Other?) If You Have Questions about Recycling, Please Contact Julie Rose for More Information 978-619-5679

Onsite EMT/Ambulance Service (Required): CAW initial  
Please Attach a Map of Route With the Following Items:

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

Certificate of Insurance Attached?  Yes  No

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

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

Applicant's signature

Date: 02/08/2019

Kevin McCarthy CFO

Name of applicant

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

**CITY USE ONLY**

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

Approved By:

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

Salem Police Department

Effective date of form: 2/8/12  
Revised date of form: 1/1/18

\* 2/21/19  
CHK# 110884  
J.C.

# Witch City 5K

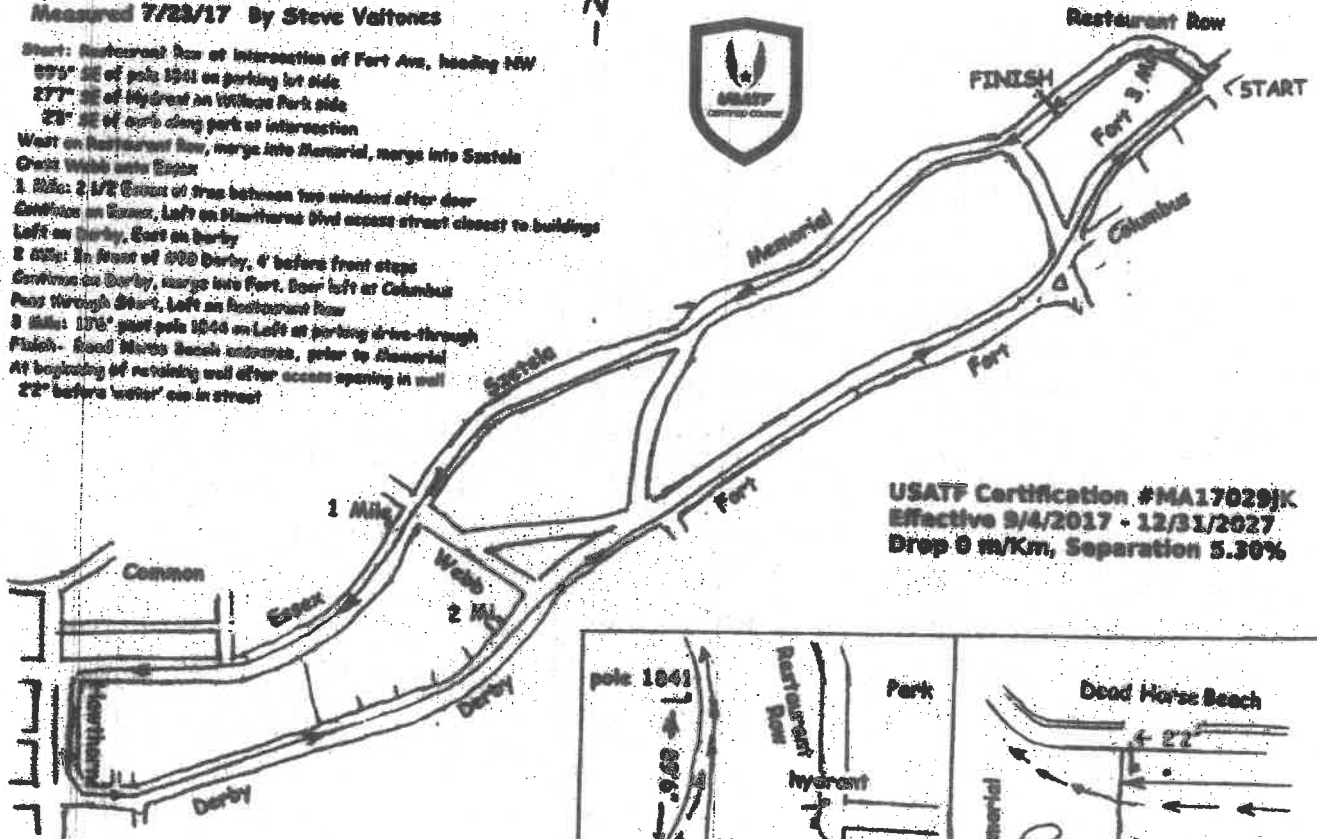
## Salem MA

Measured 7/23/17 By Steve Valtanos

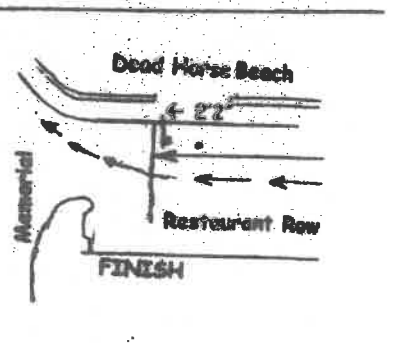
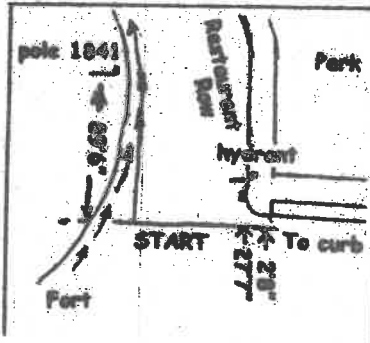
Start: Restaurant Row at intersection of Fort Ave. heading NW  
99° SE of pole 1041 on parking lot side  
277° SE of Hydrant on Village Park side  
23° SE of curb along park at intersection

West on Restaurant Row, merge into Memorial, merge into Saxeale  
Cross Webb onto Essex

1 Mile: 2 1/2' East of tree between two windows after door  
Continue on Essex, Left on Hawthornes Blvd access street closest to buildings  
Left on Derby, East on Derby  
2 Mile: In front of 800 Derby, 4' before front steps  
Continue on Derby, merge into Fort, door left at Columbus  
Pass through Start, Left on Restaurant Row  
3 Mile: 176° past pole 1044 on Left at parking drive-through  
Finish: Road Marks Beach entrance, gate to Memorial  
At beginning of retaining wall after access opening in wall  
22' before 'water' on in street



USATF Certification #MA17029JK  
Effective 9/4/2017 - 12/31/2027  
Drop 0 m/Km, Separation 5.30%





Road Running Technical Council  
USA Track & Field

Measurement Certificate



Name of the course Witch City 5K Distance 5 km  
 Location (state) MA (city) Salem  
 Type of course: road race  calibration course   
 Measuring method: bicycle  steel tape  electronic distance meter   
 Measured by (name, address, phone & e-mail) Steve Vaitones, 90 Summit St, Waltham MA 02451  
978-973-9873; svaitones@usatfne.org  
 Race contact (name, address, phone & e-mail) Tim Short, 40 Leggs Hill Rd, Marblehead MA 01945  
978-479-2738; shortt@northshoreymca.org  
 Date(s) when course measured: Jul 23, 2017  
 Number of measurements of entire course: 2 Course Configuration: one loop, one time  
 Elevation (meters above sea level) Start 3 m Finish 3 m Highest 10 m Lowest 2 m  
 Straight line distance between start & finish 265 m Drop 0 m/km Separation 5.30 %  
 Type of surface: paved 100 % dirt - % gravel - % grass - % track - %  
 Effective date of certification: Sep 4, 2017 Certification code: MA17029JK

Notice to Race Director: Use this Certification Code in all public announcements relating to your race.

Be It Officially Noted That

Based on examination of data provided by the above named measurer, the course described above and in the map attached is hereby certified as reasonably accurate in measurement according to the standards adopted by the Road Running Technical Council. If any changes are made to the course, this certification becomes void, and the course must then be recertified.

Verification of Course — In the event a National Open Record is set on this course, or at the discretion of USA Track & Field, a verification remeasurement may be required to be performed by a member of the Road Running Technical Council. If such a remeasurement shows the course to be short, then all pending records will be rejected and the course certification will be cancelled.

This certification expires on December 31 in the year 2027

AS NATIONALLY CERTIFIED BY:

*Justin Kuo*

Date: Sep 6, 2017

Justin Kuo • USATF/RRTC Course Certifier • 39 Oakland Road, Brookline, MA 02445-6700  
Phone: 617-731-9889 • Fax: 617-939-0992 • Email: jkuo@usatfne.org





We, the undersigned, affix our signatures in support of repaving Howard Street in 2019. According to the City of Salem's records, Howard Street has not been repaved in at least 10 years. The street is barely passable, and the hazardous state of the road is a threat to the safety of pedestrians and bicyclists. The potholes have caused costly repairs to vehicles. It is simply inexcusable that this street is left to crumble year after year after year. It's time to repave Howard Street. We urge the administration to act now and address the deteriorating condition of this street this year.

Printed Name	Signature	Street Address
Jacob Treece	Jacob Treece	58 Howard St #1
Linda Fralin	Linda Fralin	116 Howard St. #1
MICHAEL HARDIMAN	Michael Hardiman	12 HOWARD ST #2
NICOLE FONTAINE	Nicole Fontaine	8 HOWARD ST #3
BEVERLY GALVIN	Beverly Galvin	8 HOWARD ST #2
Anna Walsh	Anna Walsh	5 Howard St
Danielle Burnett	Danielle Burnett	3 Howard Street
Elizabeth Brunner	E. Brunner	1 Howard St.
Josh Evans	Josh Evans	1 Howard St.
Josh Burnett	Josh Burnett	3 Howard St
Joseph Styrako	Joseph Styrako	2 Howard St
AUDEN HARTAWAY	Auden Hartaway	8 HOWARD ST.
Ty Hapworth	Ty Hapworth	6 BROWN ST.
Micah Hapworth	Micah Hapworth	6 Brown St.
Jonathan Trapp	Jonathan Trapp	12 Howard St.
Gregory Hieck	Gregory Hieck	12 Howard St.
Kathleen Walsh	Kathleen Walsh	5 Howard St.
Timothy Walsh	Timothy Walsh	5 Howard Street
George W. Wilson	George W. Wilson	2 Howard St.
Vincent Macchione	Vincent Macchione	2 Howard St