

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 January 19,2021

Lynde Street: Locating the existing Comcast Vault at 25 Lynde and relocating it off of private property and into the sidewalk. From the newly relocated vault excavating in the sidewalk to place (1) 2" PVC Conduit 42' +/- to number 25R Lynde Street.

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 Fifty Thousand Dollars (\$50,000) (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 _____ 2021.

(over)

City Clerk

We hereby certify that on _____, 2021, at _____ o'clock M., at Salem, Massachusetts a public hearing was held on the petition of the Comcast for permission to lay and maintain underground conduits, manholes and connections, with the wires and cables to be placed therein, described in the order herewith recorded, that we mailed at least seven days before said hearing a written notice the time and place of said hearing to each of the owners of real estate determined by the last preceding assessment for taxation along the ways parts of ways upon which the Company is permitted to construct the lines said Company under said order. And that thereupon said order was duly adopted.

Salem City Council; Salem, Massachusetts

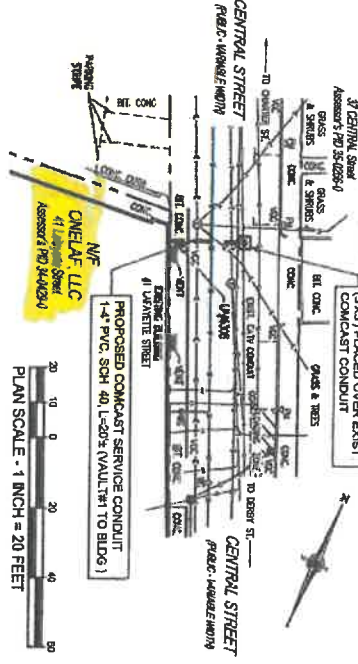
CERTIFICATE

I hereby certify that the foregoing is a true copy of a location order, and certificate of hearing with the notice adopted by the City Council for the City of Salem, Massachusetts, on the _____ day of _____ 2021, recorded with the records of location orders of said City, Book _____, Page _____. This certified copy is made under the provision of Chapter 166 of General Laws and any additions thereto or amendments thereof.

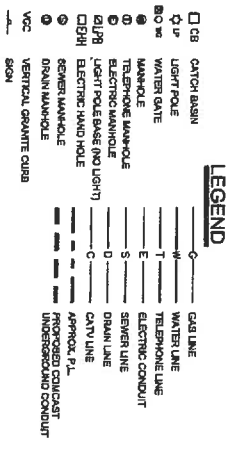
Attest:

City Clerk

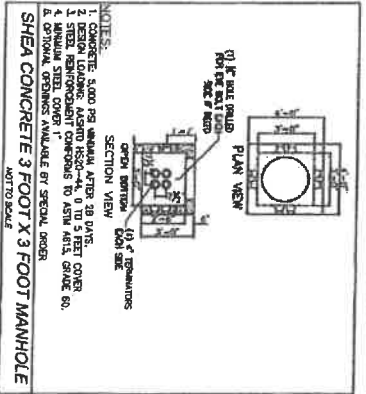
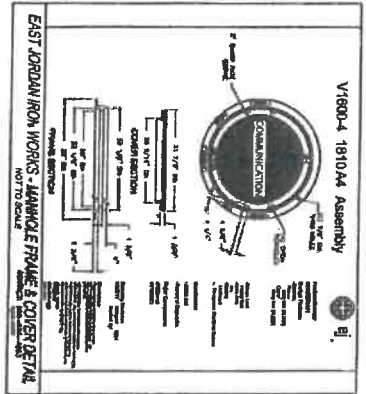
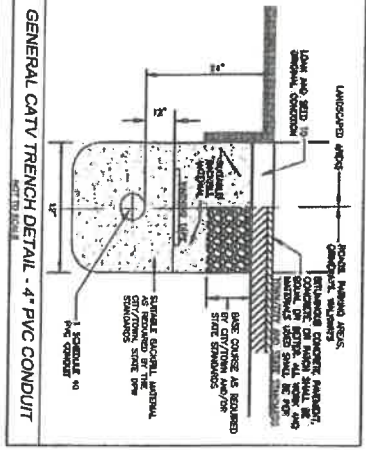
CENTURY BANK AND TRUST COMPANY
 (37X) PLACED OVER EXIST
 COMCAST CONDUIT



PLAN SCALE - 1 INCH = 20 FEET



DETAIL NOTES:
 1. The details depicted are for general reference only. The final product used shall be the responsibility of the general contractor and shall be of equal or greater material than that depicted and shall conform to the Engineering/CPW Standards for the City/Town and/or State where the project is located.



NOTES:

- These plans were prepared from records filed in the City of Salem Engineering Department that contain utility assignments.
- The location of underground utilities shown are based on the above information only. Locations of underground utilities may vary from location shown and are not warranted to be accurate under contract. Additional buried utilities not shown may be encountered. No excavation work should be undertaken without the approval of the City of Salem.
- It is the responsibility of the contractor to verify the location and depth of all utilities (including gas, water, sewer, and electric) before any excavation work is undertaken.
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- These plans were prepared for the City of Salem and are not intended to be used for any other purpose. The City of Salem is not responsible for any errors or omissions on these plans.
- Underground Conduit may be installed to be used for other utilities in the field.
- All work to be performed is for the installation of the new Comcast Underground Conduit and View.
- Upon completion of the work, the contractor shall provide a copy of the final plan and view to the City of Salem Engineering Department.
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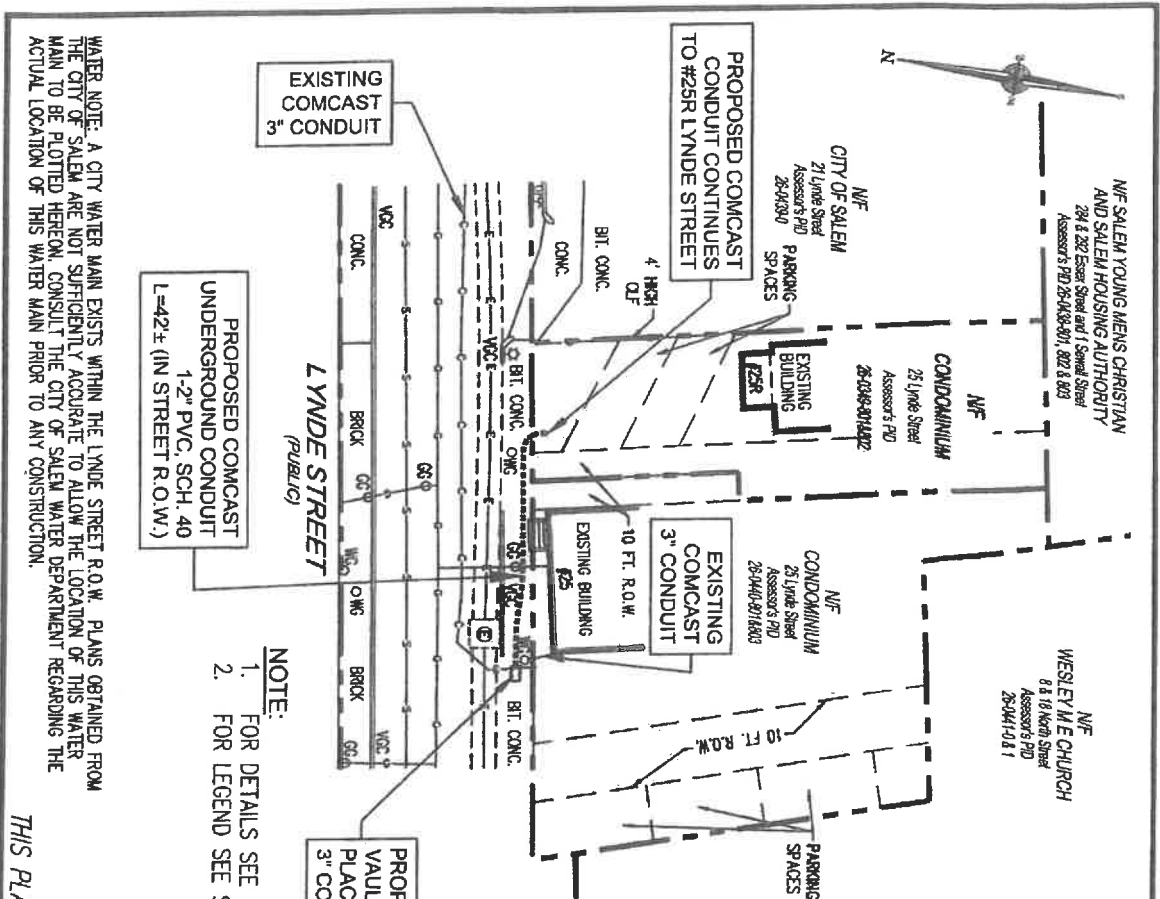
CONSTRUCTION NOTES:

- Following the City's 'Issue Bid' and the selection of the winning underground utility, the proposed PVC Schedule 40 Conduit shall be replaced in the field by the utility contractor to meet being located over any existing utilities.

DRAFT PLAN 9-18-2020
 REVIEWED BY THE COMCAST
 PROJECT COORDINATOR AND
 APPROVED TO FINALIZE

SIGNATURE _____ DATE _____

DRAFT PLAN	
WARD 1, PRECINCT 1	
PROPOSED COMCAST UNDERGROUND	
ESSEX COUNTY	
SALEM, MA	
Project No.	COMCAST
Contract No.	PROPOSED UNDERGROUND
Drawn By	W.J.L.
Check By	W.J.L.
Scale	AS SHOWN
Project Location	CENTRAL STREET
Sheet No.	41 (of 41)
Sheet Title	PROPOSED UNDERGROUND



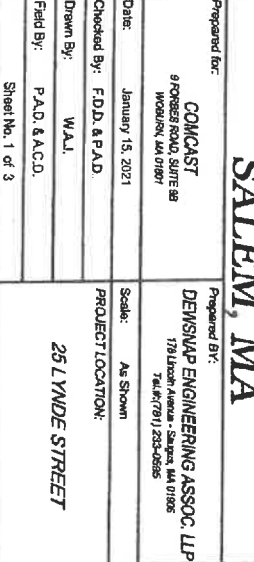
- NOTES:**
1. THESE PLANS WERE PREPARED FROM RECORD DATA ON FILE AT THE CITY OF SALEM ENGINEERING DEPARTMENT AND VARIOUS UTILITY COMPANIES.
 2. THE LOCATIONS OF UNDERGROUND UTILITIES SHOWN ARE BASED ON THE ABOVE REFERENCED DATA. LOCATIONS OF UNDERGROUND UTILITIES/STRUCTURES MAY VARY FROM LOCATION HEREON AND ARE NOT WARRANTED TO BE ACCURATE AND/OR CORRECT. ADDITIONAL BARRIED UTILITIES/STRUCTURES MAY BE ENCOUNTERED. NO EXCAVATIONS WERE PERFORMED DURING THE PROGRESS OF THIS SURVEY TO LOCATE BARRIED UTILITIES/STRUCTURES.
 3. PRIOR TO ANY CONSTRUCTION OF THIS PROJECT, THE CONTRACTOR SHALL NOTIFY ONE-SAFE AT LEAST 72 HOURS IN ADVANCE AT 811 (NATIONAL CALL NUMBER) FOR VERIFICATION OF UTILITIES AND FOR FIELD LOCATIONS.
 4. IT IS THE RESPONSIBILITY OF THE UTILITY CONTRACTOR FOR INSTALLING THE COMCAST UNDERGROUND CONDUIT, MANHOLES AND VALVES TO NOTIFY THOSE UTILITY COMPANIES NOT ASSOCIATED WITH THE ONE-SAFE SYSTEM TO VERIFY THE LOCATIONS OF THEIR RESPECTIVE UTILITIES. ALSO, THE INSTALLING CONTRACTOR SHALL BE RESPONSIBLE FOR REPAIRING OR REPLACING ANY TRAFFIC SIGNAL LOOPS DAMAGED DURING THE INSTALLATION OF THE NEW COMCAST UNDERGROUND CONDUITS AND MANHOLES PRIOR TO THE START OF CONSTRUCTION. THE UTILITY CONTRACTOR SHALL CONFIRM THE NUMBER OF CONDUITS AND SIZE OF THE CONDUITS FOR THIS PROJECT WITH THE COMCAST PROJECT COORDINATOR.
 5. THESE PLANS WERE PREPARED FOR PERMITTING PURPOSES WITH THE CITY OF SALEM, MA. AFTER ALL UTILITY LINES HAVE BEEN MARKED OUT IN THE FIELD, THE LOCATIONS OF THE PROPOSED COMCAST UNDERGROUND CONDUIT, MANHOLES AND VALVES MAY BE ADJUSTED TO FIT WITH THE EXISTING UTILITIES IN THE FIELD.
 6. ALL WORK TO BE PERFORMED IS FOR THE INSTALLATION OF THE NEW COMCAST UNDERGROUND CONDUIT, MANHOLES AND VALVES.
 7. ALL WORK SHALL CONFORM TO THE APPROPRIATE AUTHORITIES ENGINEERING AND DPW STANDARDS.
 8. UPON COMPLETION OF THE TRENCH WORK FOR THE DAY, THE CONTRACTOR SHALL BACKFILL, COMPACT AND PAVE THE TRENCH IN ALL ROADWAY AND SIDEWALK AREAS AND THE WORK AREA SHALL BE BROKE SWEEP CLEAN. IN GRASSY AREAS THE TRENCH SHALL BE LOADED, SEEDED AND HAVE MULCH SPREAD TO KEEP THE AREA STABILIZED UNTIL THE GRASS HAS TAKEN HOLD.
 9. ALL CONCRETE SIDEWALKS DISTURBED OR DAMAGED BY THE PLACEMENT OF THE COMCAST UNDERGROUND CONDUIT SHALL BE REPAIRED/REPLACED IN HAND IN ACCORDANCE WITH THE CITY OF SALEM STANDARDS AND REQUIREMENTS. ALL CURBS, SIGNAGE, ROAD AND PARKING STRIPING AND TRAFFIC SIGNAL CONDUITS, WIRING OR DETECTION LOOPS DISTURBED DURING THE PLACEMENT OF THE COMCAST UNDERGROUND CONDUIT SHALL BE RESTORED/REPLACED TO THEIR ORIGINAL CONDITION BY THE UTILITY CONTRACTOR. ALL PROPERTY AND STREET LINE BOUNDS AND MARKERS EXISTING TO BE DAMAGED OR DISTURBED BY THE PLACEMENT OF THE COMCAST UNDERGROUND CONDUIT SHALL BE LOCATED AND TIED IN BY MASS SURVEYISTS REGISTERED PROFESSIONAL LAND SURVEYORS PRIOR TO THE WORK AND SHALL BE REPLACED BY THE LAND SURVEYOR AS PART OF THE PROJECT.
 10. STREET/PROPERTY LINES ARE NOT THE RESULT OF A BOUNDARY SURVEY AND ARE CONSIDERED TO BE APPROXIMATE.
- CONSTRUCTION NOTES:**
1. FOLLOWING THE ONE-SAFE "MARK OUT" AND FIELD VERIFICATION OF THE EXISTING UNDERGROUND UTILITIES, THE PROPOSED PVC SCHEDULE 40 COMCAST CONDUIT SHALL BE ADJUSTED IN THE FIELD BY THE UTILITY CONTRACTOR TO AVOID BEING LOCATED OVER ANY EXISTING UTILITIES.

NOTE:

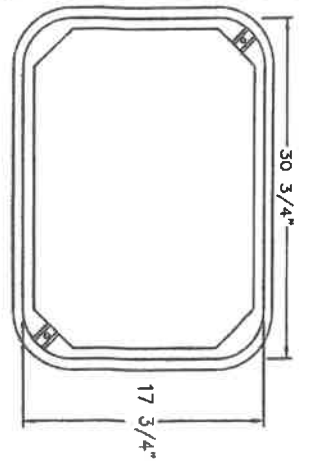
1. FOR DETAILS SEE SHEETS 2 & 3 OF 3.
2. FOR LEGEND SEE SHEET 3 OF 3.

THIS PLAN IS DRAWN IN 11" X 17" PAPER.

WARD 2, PRECINCT 2	
PROPOSED COMCAST UNDERGROUND	
ESSEX COUNTY	
PLAN OF LAND	
IN	
SALEM, MA	
Prepared for:	COMCAST 9 FOREST ROAD, SUITE 88 WOBURN, MA 01897
Prepared by:	DEMSNAP ENGINEERING ASSOC, LLP 179 Mount Avenue - Salem, MA 01970 Tel: (781) 230-0555
Date:	January 15, 2021
Checked by:	F.D.D. & P.A.D.
Drawn by:	W.A.I.
Field By:	P.A.D. & A.C.D.
Scale:	As Shown
Project Location:	26 LYNDE STREET
Field No.:	1 of 3

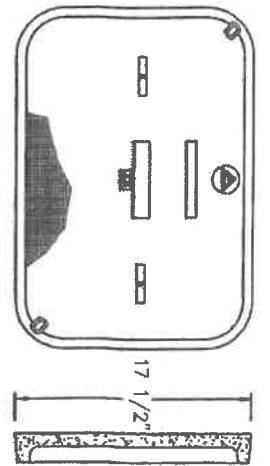


WATER NOTE: A CITY WATER MAIN EXISTS WITHIN THE LYNDE STREET R.O.W. PLANS OBTAINED FROM THE CITY OF SALEM ARE NOT SUFFICIENTLY ACCURATE TO ALLOW THE LOCATION OF THIS WATER MAIN TO BE PLOTTED HEREON. CONSULT THE CITY OF SALEM WATER DEPARTMENT REGARDING THE ACTUAL LOCATION OF THIS WATER MAIN PRIOR TO ANY CONSTRUCTION.

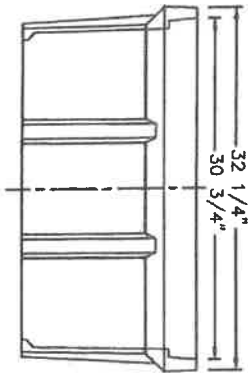
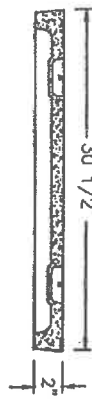


PLAN VIEW

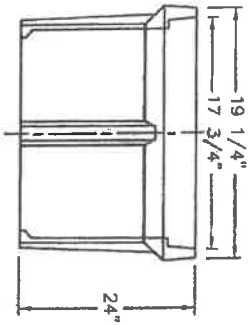
APPROX. WT. = 190 LBS.



POLYMER CONCRETE COVER



SIDE VIEW



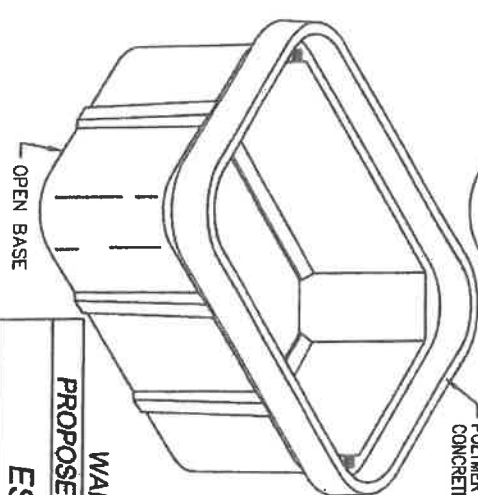
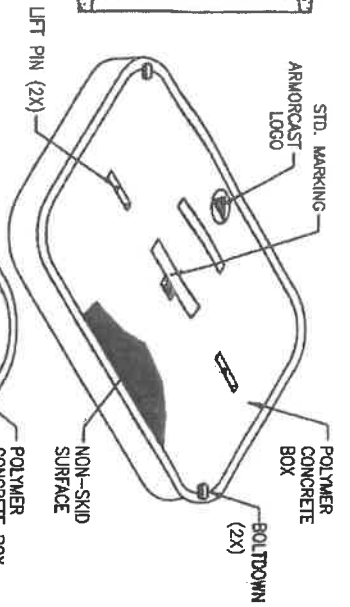
END VIEW

ARMORCAST VAULT DETAIL

NOT TO SCALE

VAULT NOTES:

- VAULTS SHALL BE AS MANUFACTURED BY ARMORCAST PRODUCTS COMPANY, CHASTWORTH, CA, 17" X 30" X 24" DEEP, TIER 22, 20K LOAD RATED, MODEL #A6001640HDAPCX24



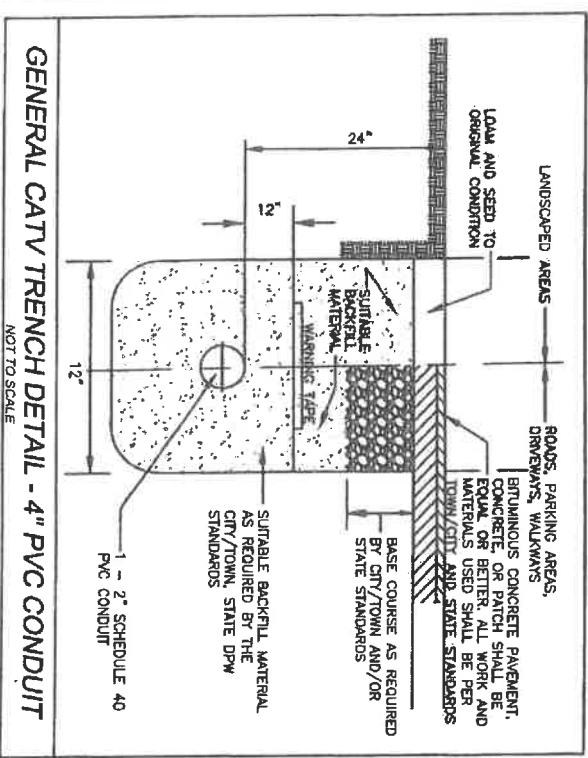
THIS PLAN IS DRAWN IN 11" X 17" PAPER.



<p>WARD 2, PRECINCT 2 PROPOSED COMCAST UNDERGROUND</p>	
<p>ESSEX COUNTY</p>	
<p>PLAN OF LAND IN SALEM, MA</p>	
<p>Prepared for: COMCAST 9 FOREST ROAD, SUITE 800 WOBURN, MA 01897</p>	<p>Prepared BY: DEMUSAP ENGINEERING ASSOC. LLP 178 Lincoln Avenue - Salem, MA 01906 Tel: (978) 228-6585</p>
<p>Date: January 15, 2021</p>	<p>Scale: As Shown</p>
<p>Checked By: F.D.D. & P.A.D.</p>	<p>PROJECT LOCATION:</p>
<p>Drawn By: W.A.J.</p>	<p>25 LYNDE STREET</p>
<p>Field By: P.A.D. & A.C.D.</p>	
<p>Sheet No. 2 of 3</p>	

DETAIL NOTES:

1. THE DETAILS DEPICTED ARE FOR GENERAL REFERENCE ONLY. THE FINAL PRODUCT USED SHALL BE THE RESPONSIBILITY OF THE GENERAL CONTRACTOR AND SHALL BE OF EQUAL OR GREATER MATERIAL THAN THAT DEPICTED AND SHALL CONFORM TO THE ENGINEERING/DPW STANDARDS FOR THE CITY/TOWN AND/OR STATE WHERE THE PROJECT IS LOCATED.



GENERAL CATV TRENCH DETAIL - 4" PVC CONDUIT
NOT TO SCALE

LEGEND

☐ CB	CATCH BASIN	— C —	GAS LINE
⊙ LP	LIGHT POLE	— W —	WATER LINE
⊙ WG	WATER GATE	— T —	TELEPHONE LINE
⊙ MH	MANHOLE	— E —	ELECTRIC CONDUIT
⊙ MMH	TELEPHONE MANHOLE	— S —	SEWER LINE
⊙ EMH	ELECTRIC MANHOLE	— D —	DRAIN LINE
⊙ LPH	LIGHT POLE BASE (NO LIGHT)	— C —	CATV LINE
⊙ EHH	ELECTRIC HAND HOLE	---	APPROX. P.L.
⊙ SMH	SEWER MANHOLE	---	PROPOSED COMCAST UNDERGROUND CONDUIT
⊙ DMH	DRAIN MANHOLE	---	
VGC	VERTICAL GRANITE CURB	—	DECIDUOUS TREE
UP	UTILITY POLE	—	STEEL BOLLARD
SG	SIGN	—	

THIS PLAN IS DRAWN IN 11" X 17" PAPER.



WARD 2, PRECINCT 2	
PROPOSED COMCAST UNDERGROUND	
ESSEX COUNTY	
PLAN OF LAND	
IN	
SALEM, MA	
Prepared for:	COMCAST 9 FORBES ROAD, SUITE 88 WOBURN, MA 01801
Prepared by:	DEMSMAP ENGINEERING ASSOC. LLP 178 Lincoln Avenue - Salem, MA 01966 Tel: (781) 233-0595
Date:	January 15, 2021
Checked By:	F.D.D. & P.A.D.
Drawn By:	W.A.J.
Field By:	P.A.D. & A.C.D.
Scale:	As Shown
PROJECT LOCATION:	25 LYNDE STREET
Sheet No. 3 of 3	



6/26/2020

To: City of Salem

Transmitted via email

RE: Verizon Wireless Small Cell Sites

Dear City of Salem,

Verizon is installing additional wireless telecommunications facilities in order to meet the growing demand for Verizon Wireless service by residents, businesses, visitors, and emergency responders.

To ensure general public safety, it is important that you contact Verizon Wireless personnel at least 24 hours in advance should general maintenance need to be performed in areas of potential concern as marked on the next page of this document. This is required to comply with FCC guidelines and ensure the environment is safe for general maintenance workers who may require RF Safety & Awareness training. With notification, Verizon Wireless is able to evaluate appropriate actions needed relating to the antennas and proximity of the work location.

Thank you for your inquiry. Verizon has a process to deactivate power on small cells (regardless of whether the small cell is 4G or 5G) while work is being done on the pole (including joint use poles). The information needed to have a small cell powered down for work to occur on the pole (including contact numbers and pole identifiers) is provided at a safe distance from the small cell on the pole itself. Please contact Verizon Wireless personnel at least 24 hours in advance if you need to perform maintenance at that site. If you have any additional questions, our point of contact in that area is Luis Teves.

You also expressed concerns about the health effects of RF emissions from Verizon's network equipment. The Federal Communications Commission (FCC) has developed safety rules for human exposure to RF emissions in consultation with numerous other federal agencies, including the Environmental Protection Agency, the Food and Drug Administration, and the Occupational Safety and Health Administration. These rules can be found at 47 C.F.R. § 1.1310. No matter which generation of technology we use, all Verizon equipment must comply with these safety requirements.

The FCC supported and adopted the standards after examining the RF research that scientists in the US and around the world conducted for decades. The research continues to this day, and agencies continue to monitor it. Based on that research, federal agencies have concluded that equipment that has been deployed in a manner that complies with the safety standards poses no known health risks. You can obtain further information about the safety of RF emissions from cell towers on the FCC's website, which you can access via this link: <http://www.fcc.gov/ost/foia/etv/rf-fcc.html>.

Thank you for reaching out to us regarding your concerns. We appreciate the chance to explain our activities regarding the wireless facility at issue. Questions related to compliance with federal regulations should be directed to VZWRFCCompliance@verizonwireless.com. Please contact your local Verizon Wireless resource below if you have any additional questions.

Contact Name	Contact Email	Contact Phone
Luis Teves	Luis.Teves@VerizonWireless.com	508-479-3197

Sincerely,

Rabeya Ahmad
Sr Manager - RF Design
Verizon Wireless

ROUTING SLIP

Telecommunications Attachments in the Public Right of Way

Pursuant to the Code of Ordinances, Sections 12-86 through 12-200, each applicant who seeks access to the public right of way for telecommunications purposes must submit a petition and plans along with a \$500 application fee to the Electrical Department. Once the City Electrician has signed off, please circulate to the Departments listed on the reverse side of this Routing Slip for signature with a courtesy copy to the Ward Councilor and return it to the City Clerk's Office prior to the petition being placed on the City Council Agenda for a grant of location pursuant to MGL Chapter 186, Section 22.

Right of Way Location Requested: 234 Bridge Street (42.523889 - 70.895550)

City Ward: 60

Link to Plans Online: _____

Application Fee Received: Yes Check No. 7251 Date: 11/6/2020

City Electrician Approval: John J. Meardi

BUSINESS NAME

Corporate name: Verizon Wireless

d/b/a: _____

Address: 18 Flanders Rd. Westborough, MA 01581 Tele. # _____

CONTACT: Danielle Sabourin/Agent w/ Airosmith Development

Street: 318 West Ave. Tele. # 508-446-7180

City: Saratoga Springs State: NY Zip: 12866

Email Address: DSabourin@airosmithdevelopment.com

Pole Ownership

To be attached to utility-owned pole To be attached to City-owned pole

Pole Attachment Agreement attached* Pole Attachment Agreement to follow*

*All grants of location for telecommunications attachments to poles are conditioned upon evidence of a valid pole attachment agreement.

Conduits

Will the attachment also require an underground conduit? Yes No

TO ALL CITY DEPARTMENTS: By signing this slip you are only acknowledging that the applicant has made your department aware of its plans. All grants of location will be conditioned upon compliance with all departmental requirements and require a vote of the City Council after a public hearing. Please attach comments on separate sheet.

Michael Hood

DATE

Planning Department
City Hall Annex, 88 Washington Street
see attached signature and comments

see attached signature

DATE

Engineering Department
City Hall Annex, 88 Washington Street

DATE

Salem Historical Commission
City Hall Annex, 88 Washington Street

MA 1-21-21

DATE

Office of Information Technology
25 Highland Avenue

Victoria B. Caldwell

DATE

Jan 21, 2021

Legal Department
City Hall, 83 Washington Street

RETURN ROUTING SLIP, ANY COMMENTS, PETITION, PLANS, ABUTTER LABELS, AND PROPOSED ORDER TO CITY CLERK'S OFFICE, CITY HALL, 83 WASHINGTON STREET WHEN COMPLETE SO THAT IT MAY BE PLACED ON THE COUNCIL'S AGENDA.

TO ALL CITY DEPARTMENTS: By signing this slip you are only acknowledging that the applicant has made your department aware of its plans. All grants of location will be conditioned upon compliance with all departmental requirements and require a vote of the City Council after a public hearing. Please attach comments on separate sheet.

Planning Department DATE
City Hall Annex, 88 Washington Street

 1/15/21

Engineering Department DATE
City Hall Annex, 88 Washington Street

Salem Historical Commission DATE
City Hall Annex, 88 Washington Street

Office of Information Technology DATE
29 Highland Avenue

Legal Department DATE
City Hall, 83 Washington Street

RETURN ROUTING SLIP, ANY COMMENTS, PETITION, PLANS, ABUTTER LABELS, AND PROPOSED ORDER TO CITY CLERK'S OFFICE, CITY HALL, 83 WASHINGTON STREET WHEN COMPLETE SO THAT IT MAY BE PLACED ON THE COUNCIL'S AGENDA.

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Planning Department DATE
City Hall Annex, 98 Washington Street

Salem Historical Commission DATE
City Hall Annex, 98 Washington Street

Legal Department DATE
City Hall, 83 Washington Street

Engineering Department DATE
City Hall Annex, 98 Washington Street

Office of Information Technology DATE
29 Highland Avenue

RETURN ROUTING SLIP, ANY COMMENTS, PETITION, PLANS, ABUTTER LABELS, AND PROPOSED ORDER TO CITY CLERK'S OFFICE, CITY HALL, 93 WASHINGTON STREET WHEN COMPLETE SO THAT IT MAY BE PLACED ON THE COUNCIL'S AGENDA.

* See attached
Comment letter



KIMBERLEY DRISCOLL
MAYOR

TOM DANIEL, AICP
DIRECTOR

CITY OF SALEM, MASSACHUSETTS DEPARTMENT OF PLANNING AND COMMUNITY DEVELOPMENT

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

MEMO

To: Mason Wells, Staff Planner
From: Patti Kelleher, Preservation Planner
Date: December 2, 2020
RE: Request for Grant of Location for Cell Antenna Attachment

I have reviewed the request from Verizon Wireless for the installation of a cell attachment to an existing light pole at 234 Bridge Street. As part of the review for cell attachments, a determination must be made that the attachments will not impact the city's historic resources. Therefore, I have reviewed the submitted plans and offer the following comments:

- While the light pole at 234 Bridge Street is outside of the boundaries of the Downtown Salem National Register District, it is adjacent to the Salem Railroad Signal Tower (1927, SAL.3579), which has been determined eligible for the National Register of Historic Places. In addition, the First Universalist Church (1808, SAL.2432), which is individually listed in the National Register of Historic Places, is located across the street from this pole.
- This light pole may be within the boundaries of the Urban Renewal Area, which could require review by the Salem Redevelopment Authority.
- The selected light pole is in a highly visible location at the intersection of Bridge and Washington Streets. This decorative light pole was installed during a previous improvement project on Bridge Street and is an historically-appropriate design that is carried throughout the Bridge Street entrance corridor. The proposal to install a 5' tall steel pole and a 2'-9" antenna onto the existing pole would extend the height of the light pole almost 7 feet. In addition, the proposal would install a 22" wide x 48" tall equipment box to the side of the pole, which extend beyond the width of the pole. These additions would be visually intrusive at the entrance to the historic downtown and would diminish the investment the City has made to improve Bridge Street.

Based on the above findings, I recommend an alternative location be selected to minimize impacts on adjacent historic resources and the historic downtown and to be less visually conspicuous at this busy intersection. If an alternative location cannot be used, then the pole mounted equipment enclosure should be placed as high as possible on the pole (it is currently positioned at 8' above grade) and on the least obtrusive side of the pole (which may be difficult due to pole's location on an intersection). Staff also recommends that all attachments be painted black to match the color and finish of the light pole. The Historical Commission often requires property owners to paint vents and pipes in a finish to match color of building.

Airosmith Inc.
318 West Avenue
Saratoga Springs, NY 12066
(518) 306-1729

KeyBank National Association
1196 Western Ave
Albany, NY 12203
29-7213

7251

8/13/2020

PAY TO THE
ORDER OF City of Salem

\$ **500.00

Five Hundred and 00/100

DOLLARS

City of Salem
93 Washington Street
Salem, MA 01970



SALE
Salem_SC27_MA

⑈00725⑈ ⑆02⑆300077⑆ 0032968⑆26080⑆⑈

Airosmith Inc.

City of Salem

8/13/2020

7251

500.00

Key Checking

Salem_SC27_MA

500.00

Mass Bay Transit Authority
P.O Box 845142
Boston MA
02284-5142

Commonwealth of Mass
Dept. of Highway
10 park Plaza RM 6160
Boston MA 02116-3973E

Bell Fund C Salem Station
One International Place
Boston MA
02110

Go to avery.com/brochures
for more information

1-800-875-8299
Avery Dennison

3060
AVERY

Subject Parcel ID: B

Subject Property Location:

ParcelID	Location	Owner	Cc-Owner	Mailing Address	City	State	Zip
35-0024-0	252 REAR BRIDGE STREET	MASS BAY TRANS AUTH		P O BOX 845142	BOSTON	MA	02284-5142
35-0025-0	234 BRIDGE STREET	COMM OF MASS DEPT OF HIGHW	TRANSPORTATION BUILD	10 PARK PLAZA RM6160	BOSTON	MA	02115-3973E
35-0027-0	170 220 BRIDGE STREET	BELL FUND V SALEM STATION, L	ATTN: RYAN,LLC-PTS COM	ONE INTERNATIONAL PLAC	BOSTON	MA	02110

Parcel Count: 3

End of Report



SALEM_SC27_MA
 111 TD ST, PM # 234
 SALEM, MA 01970

DATE	BY	REVISION
08/27/2018

SAF CONSULTING, INC.

THIS DOCUMENT IS PRELIMINARY IN NATURE AND IS NOT A CONTRACT DOCUMENT

PROJECT NO: ...
 SHEET NO: **L-1** OF **B**

SITE NAME
SALEM_SC27_MA
 FLUTED STEEL POLE # 234
 LIGHT POST 234 BRIDGE ST
 SALEM, MA 01970



SHEET #	SHEET DESCRIPTION	REV. #
L-1	...	B
L-2	...	D
L-3	...	B

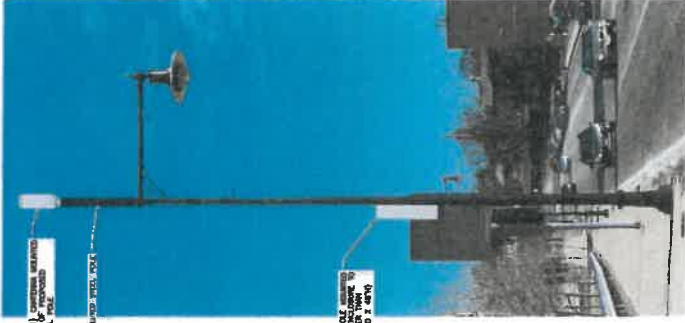
DRAWING INDEX

1 LOCATION PLAN / AERIAL IMAGE
 SCALE: N.T.S.



SYMBOL	DESCRIPTION
(Red circle)	FLUTED STEEL POLE # 234
(Blue rectangle)	BUILDING
(Yellow rectangle)	ROADWAY
(Green area)	LANDSCAPE
(Black lines)	UTILITY

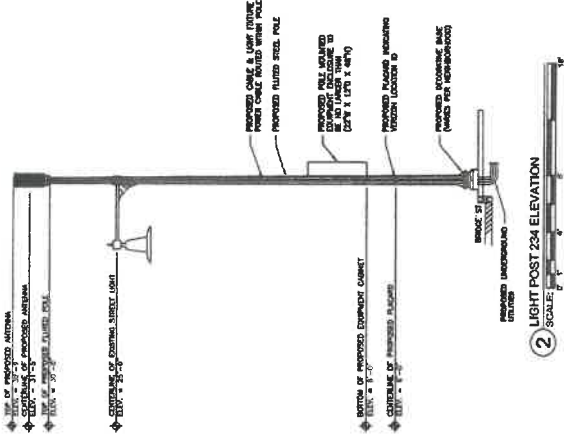
SITE CONTROL POINT



NOTE: ALL ANTENNA PLACEMENTS TO BE MOUNTED TO WIRING POLE

ADDITIONAL ANTENNA NOTES:
1. ANTENNA PLACEMENT WAS PERFORMED IN ACCORDANCE WITH THE FOLLOWING:
2. SEE TO STRUCTURAL ANALYSIS OF WIRING POLE FOR ANTENNA PLACEMENTS OF ANTENNA PLACEMENTS

NOTE: DRAWINGS ARE BEING SUBMITTED TO THE CITY OF SALEM FOR REVIEW AND APPROVAL. THE CITY OF SALEM IS NOT RESPONSIBLE FOR THE ACCURACY OF THE INFORMATION PROVIDED. THE CONSULTANT HAS CONDUCTED VISUAL INSPECTIONS OF THE ANTENNA AND EQUIPMENT AND HAS OBSERVED THE EXISTING WIRING POLE AND STRUCTURAL ANALYSIS.



B+T GRP

verizon

SALEM, OR 97102
1100 COMMERCIAL AVENUE
SALEM, OR 97102

SALEM_SC27_MA

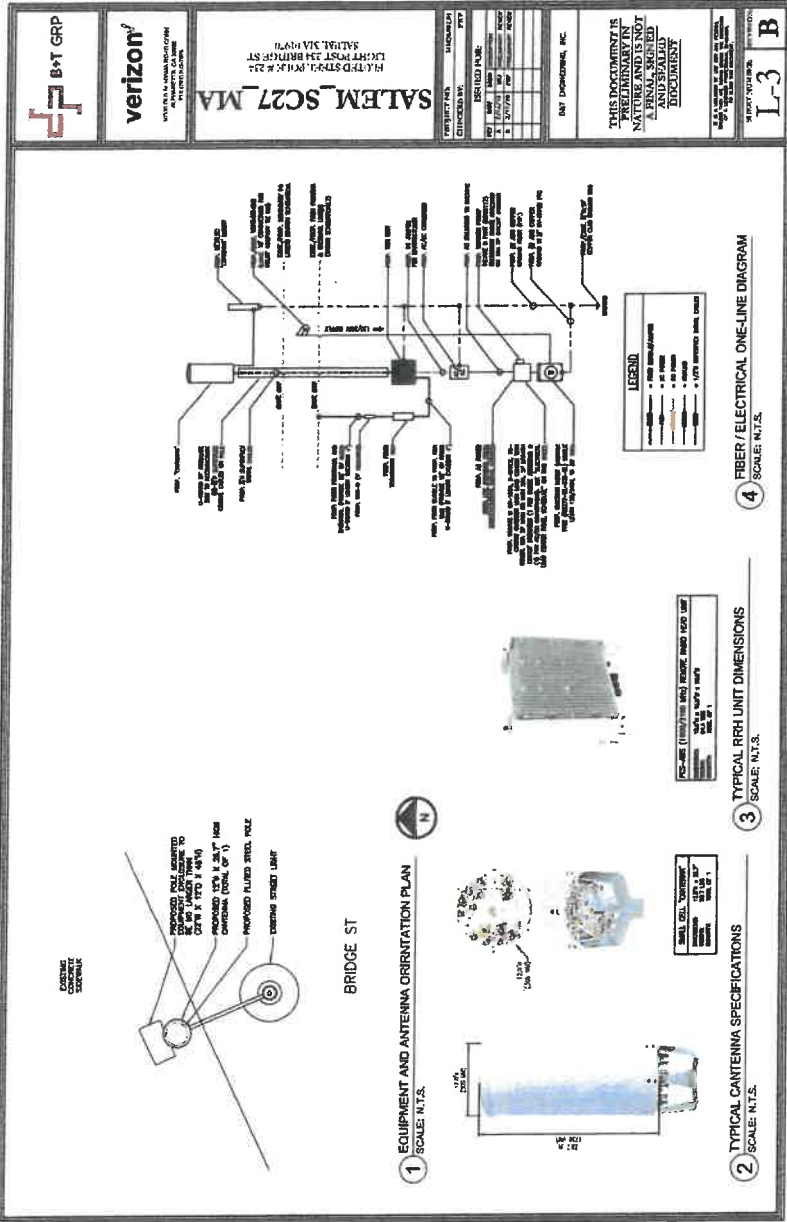
11A THIRD STREET, ROOM 214
EIGHT FIRST FLOOR
SALEM, OR 97102

PROJECT NO.	11000400
CONTRACT NO.	11000400
DATE	06/10/2011
BY	11000400
11000400	11000400
11000400	11000400

BET ENGINEERING, INC.

**THIS DOCUMENT IS
PRELIMINARY IN
NATURE AND IS NOT
FOR CONSTRUCTION
AND SHALL BE
REMOVED**

L-2 B



SALM_SC27_MA
 PROJECT NO: SALEM_2017_021
 14.170 ST-24, RM 22
 LIGHT POST 23 BRIGHT ST
 SALEM, MA 01970

PROJECT NO	ISSUED FOR
SALEM_2017_021	PERMIT
	ISSUED DATE:
	DATE:
	BY:
	APPROVED BY:

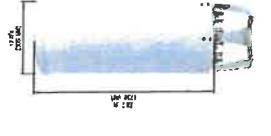
DAY FORD/BROWN, INC.

THIS DOCUMENT IS PRELIMINARY IN NATURE AND IS NOT A FINAL, SIGNED CONTRACT DOCUMENT.

L-3 B



1 EQUIPMENT AND ANTENNA ORIENTATION PLAN
 SCALE: N.T.S.



2 TYPICAL ANTENNA SPECIFICATIONS
 SCALE: N.T.S.



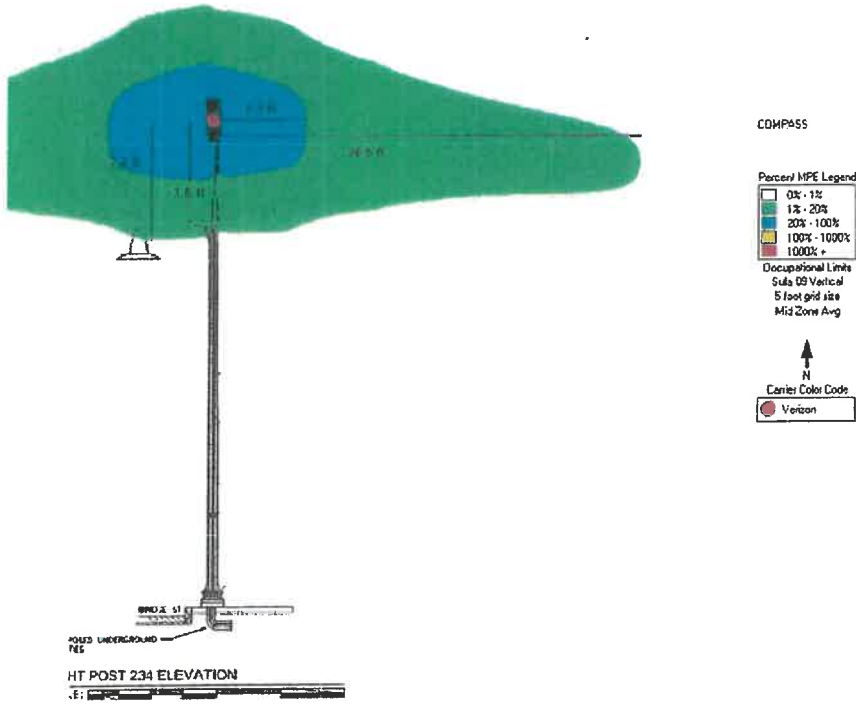
3 TYPICAL RRH UNIT DIMENSIONS
 SCALE: N.T.S.



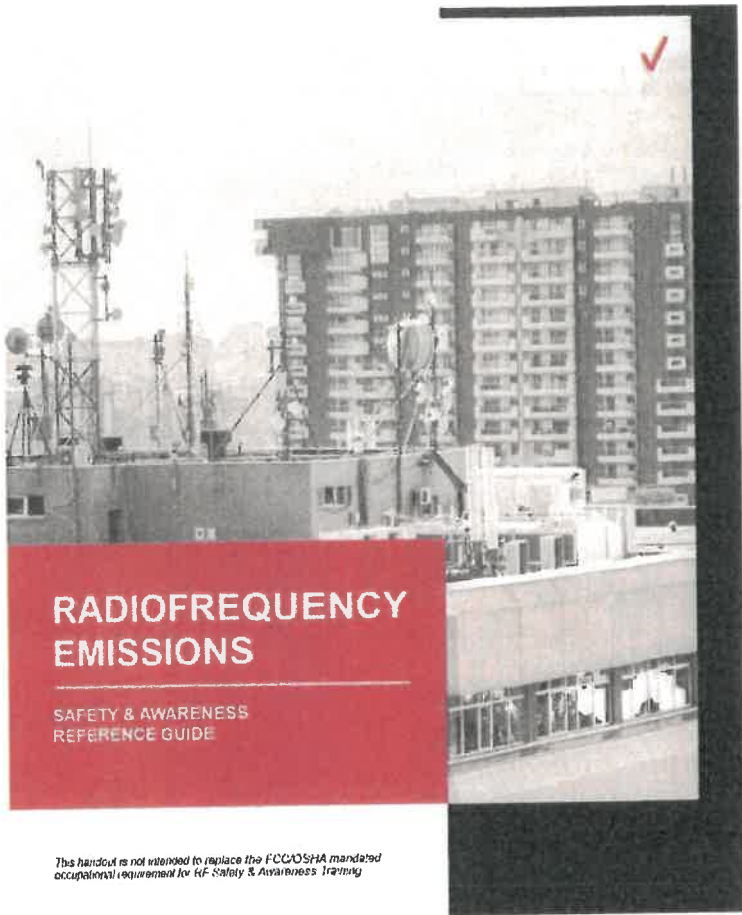
4 FIBER / ELECTRICAL ONE-LINE DIAGRAM
 SCALE: N.T.S.

Verizon Wireless (VZW) Radiofrequency (RF) Emissions Map

The following site layout represents a current snapshot in time of the predicted Verizon Wireless RF emissions from transmitting antennas on this facility. Contact Verizon Wireless should maintenance need to be performed in any non-green areas.



Color	% Occupational MPE	Instructions
Green	0 to 20	Safe In Relation to VZW. Contact Other Carriers Before Entering This Area
Blue	20 to 100	
Yellow	Greater Than 100	Contact VZW Before Accessing This Area
Red	Greater Than 1000	



RADIOFREQUENCY EMISSIONS

SAFETY & AWARENESS
REFERENCE GUIDE

This handout is not intended to replace the FCC/OSHA mandated occupational requirement for RF Safety & Awareness Training

FEDERAL COMPLIANCE REQUIREMENTS

The Federal Communications Commission (FCC) has established safety guidelines relating to RF exposure from cell sites. The FCC developed those standards, known as Maximum Permissible Exposure (MPE) limits, in consultation with numerous other federal agencies, including the Environmental Protection Agency, the Food and Drug Administration, and the Occupational Safety and Health Administration.

The standards were developed by expert scientists and engineers after extensive reviews of the scientific literature related to RF biological effects. The FCC explains that its standards incorporate prudent margins of safety.

CLASSIFICATIONS FOR EXPOSURE LIMITS

OCCUPATIONAL

Persons are "exposed as a consequence of their employment" and are "fully aware of the potential for exposure and can exercise control over their exposure".

GENERAL POPULATION

Any persons that "may not be made fully aware of the potential for exposure or cannot exercise control over their exposure".

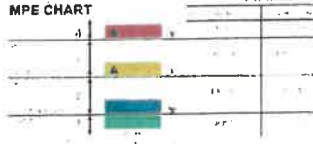
Table 1 of FCC Guidelines, Section 1.1310, RF Safety & Awareness Training

ENSURING COMPLIANCE WITH FCC GUIDELINES

Areas or portions of any transmitter site may be susceptible to high power densities that could cause personnel exposures in excess of the FCC guidelines. Wireless Licensees are required by law to implement the following:

- Restrict access
- Post notification signage on every access point to increase awareness of the potential for exposure BEFORE one enters an area with antennas
- Place additional notification signage and visual indicators in an area with antennas (beyond an access point) where RF exposure levels may start to exceed the FCC's limits.

MPE CHART



EXPOSURE MANAGEMENT

- Assume that all antennas are active
- Obey all posted signs
- Do not stop in front of any antenna
- Recognize the type of antenna and approach at the safest angle
- Contact wireless operator to coordinate access if required
- Signage will indicate where potential RF conditions exist
- Understand pathways of safe egress
- If needed and possible wear personal protection equipment
- When using a personal monitor, remember the time averaging limits and monitor alarm thresholds if working in front of antennas
- If experiencing symptoms of heat exhaustion or nausea, remove yourself from the worksite and seek medical attention
- Power density decreases with distance so maintain distance between you and the antennas. The greater the distance you are from an antenna the bigger the reduction of RF exposure you will receive

PROPERTY OWNER RESPONSIBILITIES (M E N U)

RF exposure safety and the protection of every licensee's infrastructure are very important. Property owners and licensees have a shared responsibility in maintaining a safe and secure RF environment. Property owners can help in this significant endeavor by:

- **M**aintaining all necessary wireless licensee contact information.
- **E**nforcing restricted access (help maintain a Controlled Environment). Ensuring all building/maintenance personnel are trained in RF Safety, aware that the potential for exposure exists, and follow all appropriate entry and safety procedures.
- **N**otifying all licensees when any non-carrier requests access to any area with antennas at least 24 hours in advance
- **U**nderstanding that compliance with the FCC and OSHA can be achieved with RF Exposure levels above the applicable limit if the proper signage, physical/indicative barrier and access restrictions are implemented. Commitment to compliance and willingness to cooperate are essential.

NOTIFICATION SIGNS



A blue Notice sign is posted when levels (beyond posted signage) may exceed General Population MPE limits.

A yellow Caution sign is posted when levels (beyond posted signage) may exceed Occupational MPE limits.

A orange Warning sign is posted when levels (beyond posted signage) exceed 10 times the Occupational MPE limits.

TYPES OF ANTENNAS

MICROWAVE ANTENNA

- Highly directional antenna model used for point to point communications
- Approach from the rear and sides. Do not stand or walk in front of microwaves as they transmit at a high frequency.



PANEL ANTENNA

- Range from 1 to 8 feet in length
- Sted mounted or to a support structure on site (Rooftop)
- Approach these antennas from the rear.



OMNI ANTENNA

- Omni antennas have the appearance of a rod-shaped pole and radiate in a 360° pattern around the pole.
- At the antenna level, there is no approach angle that is safer than another. Typically, emissions directly below the antenna are less than in front of the antenna.



QUASI-OMNI ANTENNA

- Quasi-Omni antennas have the appearance of a cylinder and contain emitters that radiate in a 360° pattern around the pole.
- At the antenna level, there is no approach angle that is safer than another. Typically, emissions directly below the antenna are less than in front of the antenna.



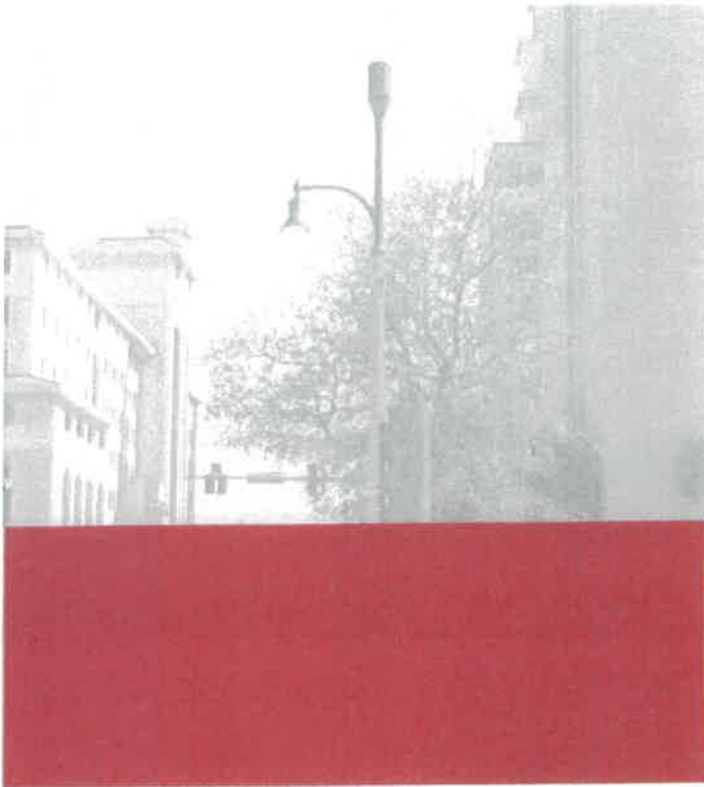
YAGI ANTENNA

- Directional antenna model
- Approach from sides and rear.



RF SAFETY TRAINING CONTACTS

WATERFORD CONSULTANTS www.waterfordconsultants.com
 EBI www.ebiconsulting.com
 SITESAFE www.sitesafe.com
 DTECH COMMUNICATIONS..... www.dtech.com



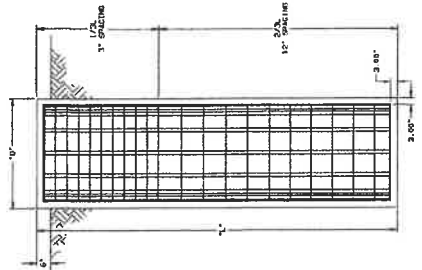
CONTACT US

Email: VZWRFCOMPLIANCE@VZW.COM
Subject: "ATTN:RF Compliance"

For Emergency Maintenance:
1-800-254-6620



PILE	FOUNDATION SIZE (S)		UNSATURATED BARS (S)
	CLASSIFICATION	SECTION	
20'-0"	11.5	6	M4



GENERAL NOTES:

1. REINFORCING STEEL SHALL BE IN ACCORDANCE WITH ASTM A615 GRADE 60 OR EQUAL.
2. FOUNDATION TO BE CAST AGAINST UNDISTURBED SOIL.
3. FOUNDATION TO BE POURED MONOLITHICALLY.
4. FOUNDATION DESIGN BASED ON WATER TABLE BEING BELOW THE BOTTOM OF THE PIER. IF WATER TABLE IS ENCOUNTERED AT TIME OF EXCAVATION, CONSULT VALMONT OR A GEOTECH ENGINEER.
5. SITE GRADE IS 7H TO 1V OR FLATTER.
6. ALL MATERIALS AND CONSTRUCTION SHALL CONFORM TO THE REQUIREMENTS OF THE LATEST ACI, LOCAL, AND STATE CODES.
7. ALL METHODS OF CONSTRUCTION AND INSTALLATION ARE THE RESPONSIBILITY OF THE CONTRACTOR.
8. DESIGN BASED ON STANDARD SOIL VALUES FROM THE 2012 IBC DESIGN CODE FOR LOOSE NON-COHESIVE SOIL. THE CONTRACTOR IS RESPONSIBLE FOR VERIFYING THAT THE ACTUAL SITE SOIL CONDITIONS MEET OR EXCEED THE ASSUMED VALUES.
9. ANCHOR BOLT INFORMATION CAN BE FOUND IN VALMONT CALCULATIONS DATED 10/30/2020.



Digitally signed by Barry N Sladek
Date: 2020-11-02 15:25:06-00

PROJECT NO.	499316FDN
DATE	11/02/2020
PROJECT NAME	PILE FOUNDATION DESIGN
LOCATION	BOSTON, MA
DESIGNER	VALMONT
CHECKED	
APPROVED	



Valmont Industries, Inc.
West Highway 275
P.O. Box 338
Valley, Nebraska 68064-0358 USA
(402) 359-2201

A Light & Traffic Structure Proposal
for
Verizon Wireless
Boston, MA

Valmont Order No.:
499316-P1



Digitally signed by Barry N Sladek
Date: 2020-11-02 15:24:06:00

Prepared By:
Isaac Ward
October 30, 2020

Proprietary Information
These documents, drawings and/or calculations and all information related to them are the exclusive property and the proprietary information of Valmont Industries, Inc. and are furnished solely upon the conditions that they will be retained in strictest confidence and shall not be duplicated, used or disclosed in whole or in part for any purpose, in any way, without the prior written permission of Valmont Industries, Inc.



Valmont Industries, Inc.
West Highway 275
P.O. Box 358
Valley, Nebraska 68064-0358 USA
(402) 359-2201

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Boston, MA - 30' Fluted Small Cell Pole - (130 MPH-AASHTO 2013) 1
Foundation Design10

Proprietary Information

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ANALYSIS OF VALMONT INDUSTRIES LIGHTING STRUCTURE
 IN ACCORDANCE WITH AASHTO-2013 EQMTS. (WIND DEFLECTED POSITION)
 BY INT01044 10/30/2022 VERSION Fuse 1.15.0.0

SUBJECT: Boston, MA - 36' Eluted Small Cell Pole - (130 MPH-AASHTO 2013)

FOLEER: 499316 FILE: FL50201A13AE

ELEVATION OF FOUNDATION ABOVE SURROUNDING TERRAIN = 0.0 (FT)
 STEPS INCLUDED ? NO

RECURRENT INTERVAL = 50
 WIND FATIGUE: NO
 WIND VELOCITY = 130 MPH CRITERIA: AASHTO-2013
 AASHTO ICE INCLUDED ? YES

DESIGN SUMMARY
 POLE

=====

HEIGHT (FT)	POLE SHAFT WEIGHT (LBS)	GROUND LINE DIAMETER (IN)	TOP DIAMETER (IN)
30.00	626	10.00	5.80

SECTION CHARACTERISTICS SECTION: 1
 SHAPE 11 FLAT FLUT
 BASE DIAMETER (IN) 10.00
 TOP DIAMETER (IN) 5.80
 THICKNESS (IN) 0.13510
 LENGTH (FT) 30.00
 WEIGHT (LBS) 626
 TAPER (IN/FT) 0.1400
 YIELD STRENGTH (KSI) 55
 MATERIAL S105 - 55
 ERSE WELD TYPE = SOCKET

BASE PLATE (SQUARE)
 MATERIAL = S70 - 56 ksi
 WIDTH = 15.50 IN
 THICKNESS = 1.250 IN
 YIELD STRENGTH = 56 KSI

ANCHOR BOLTS

=====

MATERIAL	= S100 - 55 ksi
BOLT DIAMETER	= 1.75 IN
BOLT CIRCLE	= 14.00 IN
QUANTITY	= 4
YIELD STRENGTH	= 55 KSI

ANALYSIS OF VALKONT INDUSTRIES LIGHTING STRUCTURE
 IN ACCORDANCE WITH ASHTO-2013 AG/TS. (FINAL DELETED POSITION)
 BY EW0204 10/30/2023 VERSION File 1.13.1.0

SUBJECT: Boston, MA - 30' Fluted Shell Cell Pole - (130 MPH-ASHTO 1013)

FOUNDER: 499316 FILE: FL3000L13AE

ELEVATION OF FOUNDATION ABOVE SURROUNDING TERRAIN = 0.0 (FT)
 STEPS INCLUDED ? NO

RECURRENT INTERVAL = 50

HMLT FATIGUE: NO

WIND VELOCITY = 130 MPH

CRITERIA: ASHTO-1013

ASHTO ICE INCLUDED ? YES

DESCRIPTION OF BEA LOADING *

POSITION OF LOAD	MOUNTING HEIGHT** (FT)	CENTERLINE HEIGHT** (FT)	DISTANCE TO TENZ. FROM POLE (FT)	WEIGHT (LBS)	EFFECTIVE PROJECTED AREA SQ. (FT)
POLE	30.00	31.50	0.00	150	4.47
POLE	25.00	25.00	1.50	20	2.69
POLE	25.00	25.00	6.00	75	2.05
POLE	10.00	10.00	1.00	300	11.69
POLE	15.00	15.00	1.00	100	36.17
POLE	10.00	10.00	1.00	200	6.00

* THE VALUES SHOWN IN THIS TABLE MUST NOT BE EXCEEDED WITHOUT CONSULTING VALKONT. ANY SIZES OR OTHER DIMENSIONS NOT PROVIDED BY THE SPECIFYING AGENCY HAVE BEEN ESTIMATED BY VALKONT.

** THESE HEIGHTS ARE ABOVE BOTTOM OF BASE PLATE OR TRANSFORMER BASE.

ANALYSIS OF VALMONT INDUSTRIES LIGHTING STRUCTURE
IN ACCORDANCE WITH AASHTO-2013 RGMTS. (FINAL DEFLECTED POSITION)
BY INF02044 10/30/2020 VERSION Fuse 2.13.0.0

SUBJECT: Boston, MA - 30' Fluted Small Cell Pole - (130 MPH-AASHTO 2013)
FOLDER: 499316 FILE: FLS0001A15AE

R E S U L T S S U M M A R Y

MAXIMUM COMBINED STRESS RATIO
IN EACH MAJOR COMPONENT
==== (GROUPS I, II & III) =====

POLE (AT 0.50 (FT)) = 0.32
BASE PLATE = 0.97
ANCHOR BOLTS = 0.61

MAXIMUM REACTIONS APPLIED TO FOUNDATION:
=====

BENDING MOMENT = 61651 FT-LBS
TORSION = 1784 FT-LBS
SHEAR FORCE = 3964 LBS
AXIAL FORCE = 2439 LBS

MAXIMUM BENDING + AXIAL DEAD WT. STRESS
=====
POLE = 1.42 KSI

RESULTANT DEFLECTION OF POLE TOP
CAUSED BY DEAD WEIGHT
=====
0.12 DEGREES

ANALYSIS OF VALMONT INDUSTRIES LIGHTING STRUCTURE
 IN ACCORDANCE WITH AASHTO-2013 RCMIS. (FINAL SELECTED POSITION)
 BY DW0404 10/30/2023 VERSION File 1.13.0.0

SUBJECT: Boston, MA - 30' Fluted Small Cell Pole - (130 MPH-AASHTO 2013)

POLEID: 499316 FILE: FL30DCLA15RE

POLE PROPERTIES

HEIGHT (FT)	DIAMETER (IN)	WALL THK. (IN)	ROUNDSNESS RATIO %	D/T	MOMENTS OF INERTIA (IN ⁴)	SECTION MODULUS (IN ³)	AREA (IN ²)
30.00	5.800	0.1391	0.00	21.26	15.65	5.63	4.16
27.50	6.150	0.1391	0.00	25.72	18.69	6.32	4.44
25.00	6.500	0.1391	0.00	27.19	22.11	7.06	4.70
22.50	6.850	0.1391	0.00	25.65	25.90	7.94	4.97
20.00	7.200	0.1391	0.00	30.51	30.14	8.66	5.23
17.50	7.550	0.1391	0.00	31.58	34.81	9.52	5.49
15.00	7.900	0.1391	0.00	35.74	39.96	10.43	5.75
12.50	8.250	0.1391	0.00	34.50	45.56	11.36	6.00
10.00	8.600	0.1391	0.00	35.97	51.69	12.36	6.26
7.50	8.950	0.1391	0.00	37.43	58.33	13.35	6.54
5.00	9.300	0.1391	0.00	36.90	65.53	14.46	6.81
2.75	9.650	0.1391	0.00	47.11	72.50	15.46	7.04
0.50	9.950	0.1391	100.00	41.33	65.34	17.61	7.26
0.00	10.000	0.1391	100.00	41.52	67.21	17.97	7.33

ANALYSIS OF VALMONT INDUSTRIES LIGHTING STRUCTURE
 IN ACCORDANCE WITH ASHTO-2013 RWTS. (FINAL REFLECTED POSITION)
 BY JW02044 10/30/2023 VERSION Fuser 1.13.0.0

SUBJECT: Boston, MA - 30' Fluted Small Cell Pole - (130 MPH-ASHTO 2013)
 FOLDER: 499315 FILE: FL30001A139E

WIND and WEIGHT FORCE DATA

ELEVATION TOP OF SEGMENT (FT)	CENTROID ABOVE BASE (FT)	WEIGHT FORCE (LBS)	PROJECTED AREA (FT ²)	DRAG COEFF	VELOCITY RESPONSE PRESSURE (PSF)	WIND FORCE (LBS)
ATTCHMT. 1	31.50	150.00	4.47	1.00	46.64	218.8
ATTCHMT. 2	25.00	20.00	2.80	1.00	46.62	111.2
ATTCHMT. 3	25.00	75.00	2.20	1.00	46.62	83.2
ATTCHMT. 4	10.00	360.00	11.60	1.00	41.66	494.9
ATTCHMT. 5	15.00	160.00	36.17	1.00	42.66	1543.1
ATTCHMT. 6	10.00	220.00	5.20	1.00	42.66	213.3
30.00	28.74	39.77	1.24	1.00	46.31	69.7
27.50	26.24	42.00	1.32	1.00	47.10	93.1
25.00	23.74	44.24	1.39	1.00	46.12	96.2
22.50	21.24	46.47	1.46	1.00	45.05	99.9
20.00	18.74	48.71	1.54	1.00	43.98	101.1
17.50	16.24	50.94	1.61	1.00	42.66	103.0
15.00	13.74	53.17	1.68	1.00	41.66	107.7
12.50	11.24	55.41	1.76	1.00	42.66	112.3
10.00	8.74	57.64	1.83	1.00	42.66	117.0
7.50	6.24	59.87	1.90	1.00	42.66	121.7
5.00	3.74	62.10	1.97	1.00	42.66	123.6
2.75	1.62	57.61	1.83	1.00	42.66	117.3
0.50	0.28	12.43	5.42	0.45	42.66	8.0

ANALYSIS OF VALMONT INDUSTRIES LIGHTING STRUCTURE
 IN ACCORDANCE WITH ASHRAE-2-12 EQHTS. (FINAL DEFLECTED POSITION)
 BY IN701044 10/30/2120 VERSION File 1.13.2.2

SUBJECT: Boston, MA - 30' Fluted Small Cell Pole - (13K MPH-ASHTG 2013)

FOLDER: 499316 FILE: FLS000L13AE

ANALYSIS OF POLE: FORCES AND MOMENTS

SECTION HEIGHT* (FT)	GROUP LOAD NO.	FORCES (LBS)		MOMENTS (FT-LBS)		
		AXIAL	SHEAR	PRIMARY	SECONDARY	TOTAL
33.00	1	133	230	328	16	344
27.50	1	172	322	957	47	1004
25.00	1	294	633	1378	63	2441
22.50	1	340	736	4038	142	4177
20.00	1	389	837	5938	208	6146
17.50	1	441	933	8093	274	8367
15.00	1	579	2589	16573	345	16918
12.50	1	960	2695	17053	425	17478
10.00	1	1150	3534	24878	501	25379
7.50	1	1246	3843	33441	622	34063
5.00	1	1318	3749	41601	717	42318
2.75	1	1449	3847	51110	773	51883
0.50	1	1566	3865	58679	782	59461
0.00	1	1648	3962	62858	791	63649

ANALYSIS OF VALMONT INDUSTRIES LIGHTING STRUCTURE
 IN ACCORDANCE WITH ASHTEO-2013 RMTS. (FINAL DELECTED POSITION)
 BY IWO:044 10/30/2020 VERSION Fusa 1.13.0.0
 SUBJECT: Boston, MA - 30' Fluted Small Cell Pole - (13' MPH-ASHTO 2013)
 FOLDER: 499316 FILE: EL30FCIAISAE

ANALYSIS OF POLE STRESSES

SECTION HEIGHT* (FT)	GROUP LOAD NO.	COMB. STR. RATIO	APPLIED STRESS (KSI)			ALLOW. STRESS (KSI)		
			AXIAL	BEND.	SHEAR	AXIAL	BEND.	SHEAR
20.00	2	0.02	0.03	0.73	0.00	33.00	48.26	24.14
17.50	2	0.24	0.04	1.96	0.00	33.00	48.26	24.14
15.00	2	0.79	0.06	4.17	0.76	33.00	48.26	24.14
12.50	2	0.14	0.07	6.40	0.68	33.00	48.26	24.14
10.00	2	0.18	0.07	8.82	0.60	33.00	48.26	24.14
7.50	2	0.22	0.08	10.54	0.56	33.00	48.26	24.14
5.00	2	0.26	0.09	12.48	0.51	33.00	48.26	24.14
2.50	2	0.38	0.10	16.42	0.47	33.00	48.26	24.14
10.00	2	0.51	0.18	24.34	0.89	33.00	48.26	24.14
7.50	2	0.64	0.19	30.82	0.90	33.00	48.26	24.14
5.00	2	0.78	0.20	36.94	0.76	33.00	48.26	24.14
2.75	2	0.94	0.21	40.06	0.71	33.00	48.26	24.14
0.50	2	0.90	0.21	44.13	0.67	33.00	48.26	24.14
0.00	2	0.88	0.21	42.07	1.68	33.00	48.26	24.14

* THESE HEIGHTS ARE ABOVE THE POLE BASE PLATE.

ANALYSIS OF VALMONT INDUSTRIES LIGHTING STRUCTURE
 IN ACCORDANCE WITH ASHTO-2-13 RQTS. (FINAL DEFLECTED POSITION)
 BY INT09044 1/30/2022 VERSION FUSE 1.13.0.3

SUBJECT: Boston, MA - 30' Fluted Small Cell Pole - (130 MPH-ASHTO 1013)

FOLDER: 496316 FILE: FLS0201A15AE

BASE PLATE (SQUARE)

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=====
WIDTH                = 15.50 IN
THICKNESS            = 1.250 IN
YIELD STRENGTH       = 36 KSI
STATIC COMBINED STRESS RATIO = 0.97
BASE WELD TYPE       = SOCKET
=====

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ANALYSIS OF BASE PLATE

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=====
TIMBERED STRESS RATIO = 0.97
GROUP LOAD NUMBER     = 2
CRITICAL WIND DIRECTION = 45.00 DEGREES
ALIGNMENT OF THE BEND LINE = 135.00 DEGREES
BOLT FORCE              = 54169 LBS
BOLT-TO-BEND LINE MOMENT ARM = 2.00 IN
WIDTH OF BENDING SECTION = 11.90 IN
APPLIED BENDING STRESS = 34.65 KSI
ALLOWABLE BENDING STRESS = 35.91 KSI
=====

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ANCHOR BOLTS

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=====
QUANTITY              = 4
BOLT DIAMETER         = 1.75 IN
BOLT CIRCLE           = 14.00 IN
INITIAL BOLT ANGLE    = 45.00 DEGREES
BOLT LENGTH           = 84 IN
YIELD STRENGTH        = 55.00 KSI
STATIC COMBINED STRESS RATIO = 0.62
=====

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ANALYSIS OF ANCHOR BOLTS

GROUP NO.	WIND DIRECTION (DEG)	CRITICAL WIND DIRECTION (DEG)	COMB. STRESS RATIO	AXIAL FORCE (LBS)	SHEAR FORCE (LBS)	APPLIED STRESS (KSI)		ALLOWABLE STRESS (KSI)		BOLT CONST "K"
						AXIAL	SHEAR	AXIAL	SHEAR	
2	45	45	0.61	84169	1250	28.47	0.66	36.56	21.95	0.60
3	45	0.17	0.17	16701	625	15.11	0.35	35.56	21.95	0.60

- THESE ARE DIRECTIONS TOWARD WHICH THE WIND IS BLOWING.

ANALYSIS OF CALMONT INDUSTRIES LIGHTING STRUCTURE
 IN ACCORDANCE WITH AASHTO-2:13 RQ/TS. (FINAL DEFLECTED POSITION)
 BY: WFO5614 10/30/2023 VERSION: Puss 1.13.0.0

SUBJECT: Boston, MA - 30' Fluted Small Cell Pole - (13G NPH-AASHTO 10:3)
 FOLDER: 499316 FILE: FLE0001AL3AE

POLE DEFLECTION INFORMATION

ELEVATION FT	ROTATION DEGREES	SLOPE IN/FT	DEFLECTION FT	DEFLECTION IN
30.00	3.03	0.64	1.39	13.10
27.50	3.00	0.63	0.96	11.83
25.00	2.95	0.62	0.53	9.57
22.50	2.85	0.60	0.70	8.45
20.00	2.71	0.57	0.58	6.59
17.50	2.56	0.54	0.47	5.60
15.00	2.38	0.50	0.36	4.50
12.50	2.15	0.45	0.26	3.11
10.00	1.84	0.39	0.17	2.07
7.50	1.48	0.31	0.10	1.20
5.00	1.01	0.21	0.05	0.55
2.75	0.57	0.12	0.01	0.17
0.50	0.10	0.02	0.00	0.01
0.00	0.00	0.00	0.00	0.00

Valmont Industries, Inc.
Foundation Design

Filename :C:\impax\project\FdnData\499316FDN.1fn
Title :FL30D01A13AB
Engineer :IW708044
Date :10/30/2020 12:00:00 AM

Foundation Summary

Depth Required by Torsion	:	3.10 (ft)
Depth Required by Layered Broms	:	8.50 (ft)
Depth Required Overall	:	8.50 (ft)
Depth Overage	:	2.00 (ft)
Total Depth Provided	:	11.00 (ft)

Valmont Industries, Inc.
Foundation Design

Filename : C:\inpax\project\FdnData\499316FDN.1fn
Title : FL30DB1A13AB
Engineer : IW708044
Date : 10/30/2020 12:00:00 AM

Skin Friction - (Torsional Analysis)

Reactions at Top of Foundation
M = Moment : 62651 (ft-lbs)
Torsion : 1784 (ft-lbs)
P = Shear : 3964 (lbs)
Axial : 2439 (lbs)
TO := Torsion Overload = 1.50

Foundation Properties
b = Foundation Diameter : 3.00 (ft)
Elevation of Foundation top : 0.50 (ft)

Calculation of Required Depth by Soil Layer
Soil Layer : 1
Soil Type : NonCohesive
Soil Description : Loose Non-Cohesive
u := Friction factor : 0.25
w := Effective unit weight : 105 (pcf)
Friction Angle : 30.00 (degrees)
Kp := Passive Press. Coeff. : 3.00
d := Required Layer Depth : 3.10 (ft)
oStop := Overburdeon press. : 0 (psf), @ top of layer
oBBot := Overburdeon press. : 326 (psf), @ bot of layer
Torsional Strength provided : $u \cdot \pi \cdot b^2 \cdot Kp \cdot d + 0.125 \cdot (oBTop + oBBot)$
Torsional Strength provided : 2676 (ft-lbs)

Total Depth Required : 3.10 (ft)
Total torsional strength provided : 2676 (ft-lbs)
Total torsional strength required : 2676 (ft-lbs)

Valmont Industries, Inc.
Foundation Design

Filename :C:\mpax\project\FdnData\499316FDN.1fn
Title :FL300DIA13AB
Engineer :TW708044
Date :10/30/2020 12:00:00 AM

Modified brohms - (Shear and Bending Analysis)

Reactions at Top of Foundation		Overload	Factored Reactions	
Unfactored Reactions		Factors		
Moment :	62651 (ft-lbs)	2.00	Moment :	125302 (ft-lbs)
Torsion :	1784 (ft-lbs)	1.50	Torsion :	2676 (ft-lbs)
Shear :	3964 (lbs)	1.50	Shear :	5946 (lbs)
Axial :	2439 (lbs)	1.50	Axial :	3659 (lbs)

Foundation Properties

Foundation Diameter :	3.00 (ft)
Elevation of Foundation top :	0.50 (ft)
Pier Length :	9.00 (ft)
Pier Depth in soil :	8.50 (ft)

soil Properties

Layer	Soil Type	Thickness (ft)	Top Depth (ft)	Density (pcf)	Cohesion (psf)	Kp	Phi (deg)
1	NonCohesive	10.00	0.00	105.0		3.000	30.00
2	NonCohesive	10.00	10.00	105.0		3.000	30.00

Soil Properties / Forces

Layer	Thickness (ft)	Overburden Top (psf)	Pressure Bot (psf)	Lateral Resistance Top (lb/ft)	Resistance Bot (lb/ft)	Soil Force (lbs)
1	6.18	0	649	0	17527	54180
1	2.32	649	893	-17527	-24098	-48234

Shear and Moments along foundation length

Distance below top of foundation (ft)	Shear (lbs)	Moment (ft-kips)
0.00	5946	134412
0.90	5719	136745
1.80	3551	140916
2.70	-915	142103
3.60	-7676	138237
4.50	-16734	127252
5.40	-28088	107083
6.30	-41739	75661
7.20	-38783	35938
8.10	-20540	9243
9.00	0	0

Total Depth Required : 8.50 (ft)

Valmont Industries, Inc.
Foundation Design

Filename :C:\impax\project\FdnData\499316FDN.1fn
Title :FL300DIAL15AB
Engineer :IW708044
Date :10/30/2020 12:00:00 AM

Reactions at Top of Foundation
M = Moment : 62651 (ft-lbs)
Torsion : 1784 (ft-lbs)
P = Shear : 3964 (lbs)
Axial : 2439 (lbs)

VD := Shear Overload = 1.50
TD := Torsion Overload = 1.50

Steel Properties Variables
As = Min. required longitudinal reinforcing steel (in2)
p = Min. longitudinal reinforcing steel ratio

----- ACI 318-99 Concrete Moment Check -----
Per Section 15.8.2.1

Steel Properties
p = 0.005
As = 5.09 (in2)

----- AASHTO 1994 Concrete Moment Check -----

Steel Properties
p = 0.005
As = 5.09 (in2)

Per AASHTO 8.17.2.1.3 the maximum spacing of longitudinal bars must be less than 12 inches in the pattern

----- IBC 2000 Concrete Moment Check -----
Section 1809.1.2.1 Cat 0 p = 0.0025 pg.444

Steel Properties
p = 0.0025
As = 2.54 (in2)

----- Round Section with Circular Core Method Concrete Moment Check -----

Steel Properties
LF = 2.00 Load Factor
As = 2.84 (in2)
phiV = 0.75
phiA = 0.65

Assuming tension controls (eccentricity>balanced) condition use the the Whitney-Hognestad formula.

Dprt = Depth to Rotation (ft)
Dprt = 6.1824
Ecc = (Depth to Rotation) + Mx / Vy (ft)
m = 60000 / (0.85 * fc)
phiA = 0.650
rf_ratio = Reinforcement Ratio
var1 = ((0.85 * Ecc / B) - 0.38)^2
var2 = rf_ratio * m * (B - 8 in) / (2.5 * B)
var3 = ((0.85 * Ecc / B) - 0.38)
r_ra = (phiA * 0.85 * fc * B^2 * ((var1 + var2)^0.5 - var3)) - (Axial * LF)

Use a reinforcement ratio that will result in r_ra equaling approximately 0:

rf_ratio = 0.0028
r_ra = 2.221

As = 2.84 (in2)

SUMMARY OF LONGITUDINAL REINFORCEMENT				
	AASHTO 3.17.1.2 Steel Increase			DESIGN AREA STEEL
Method 1 ACI	As1 = 5.089in2	As1_total= As1 * 1.0		As1_total= 5.089in2
Method 2 AASH	As2 = 5.089in2	As2_total= As2 * 1.0		As2_total= 5.089in2
Method 3 IBC	As3 = 2.545in2	As3_total= As3 * 1.0		As3_total= 2.545in2
Method 4 Whit	As4 = 2.840in2	As4_total= As4 * 1.3		As4_total= 3.777in2
	circumf = PI * (B - 12 in)			circumf = 75.398 in

```

Use           : 8 #8 Bars
Area Provided : 6.32 (in2) > Required Area
Req. Long. Spacing = circumf/(# bars)   Req. Long. Spacing = 11.78in < 12in OK

Concrete Properties
B      = Foundation Diameter      : 3.00 (ft)
fc     = Concrete Strength       : 3000 (psi)

Concrete Design Shear Strength
Vu     = Vy * Vc (lbs)
Vu     = 5946.00
phiV   = Concrete Shear Phi factor
phiV   = 0.75
Cvr    = Cover (in)
LDia   = Longitudinal bar diameter (in)
SDia   = Stirrup diameter (in)
Phi * Vc = phiV * 2 * (fc)^0.5 * (B - (Cvr + LDia / 2 + SDia)) * B
Phi * Vc = 82815.65 (psi)
Phi * Vc > Vu OK

Concrete Design Torsion Strength
Tu     = Wt * Tc (lbs)
Tu     = 2676.00
X2y   = 0.1875 * pi * BA^2
X2y   = 27482.6525336035
Ct    = ((B - (Cvr + LDia / 2 + SDia)) * B) / X2y
Phi * Tc = (0.8 * (fc)^0.5 * X2y) / (1 + (0.4 * Vu) / (Ct * Tu))^0.5
Phi * Tc = 949839.40 (psi)
Phi * Tc > Tu OK

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**SMALL WIRELESS COMMUNICATIONS FACILITIES
LICENSE AGREEMENT (234 Bridge Street, Salem, MA)**

THIS SMALL WIRELESS COMMUNICATIONS FACILITIES LICENSE AGREEMENT ("Agreement") is entered into this 21st day of July, 2020 by and between the City of Salem, Massachusetts ("City") and Cellco Partnership d/b/a Verizon Wireless ("Licensee"). City and Licensee are at times collectively referred to hereinafter as the "Parties" or individually as a "Party."

In consideration of the covenants of this Agreement and other good and valuable consideration, the receipt and sufficiency of which is acknowledged by the Parties, the Parties agree as follows:

1. Grant. Subject to Laws (defined in Section 15) and this Agreement, City grants Licensee the right to install, maintain, and operate Small Wireless Facilities (as defined in section 13 below) ("Equipment") on a replacement light pole at the location of an existing light pole (the "Equipment Space") owned, leased, or controlled by City at 234 Bridge Street, Salem, Massachusetts (the "Property") and thereby enable Licensee's provision of wireless communications services. Said license to be known herein as "Pole License" and shall include the replacement light pole also described herein. The Property is legally described on Exhibit A attached hereto and made part hereof. Licensee's communications equipment will be installed on the light pole for the installation, operation, and maintenance of wires, cables, conduits, and pipes (the "Cabling Space") running between the Equipment Space and to all necessary electrical and telephone utility sources located on the Property. The Equipment Space and Cabling Space are hereinafter collectively referred to as the "Premises" and are shown on Exhibit B attached hereof and made part hereof. Exhibits A and B are subject to approval by the City pursuant to Section 4 herein.

As shown in Exhibit B, Licensee shall replace the existing light pole located at the Property with a replacement light pole of the same design incorporating the Equipment ("City Pole"). Upon installation, the City Pole shall become the property of the City. In the event of any damage to the City Pole that affects Licensee's or City's use, Licensee may repair or replace the City Pole with a like-kind pole at its expense. Licensee may temporarily use an alternative pole or structure reasonably acceptable to City and Licensee during repair or restoration of the City Pole.

Any and all rights expressly granted to Licensee under this Agreement, which shall be exercised at Licensee's sole cost and expense, shall be subject to the prior and continuing right of City under applicable laws to use any and all parts of the rights-of-way exclusively or concurrently with any other person or entity and shall be further subject to all deeds, easements, dedications, conditions, covenants, restrictions, encumbrances, and claims of title of record that may affect the right of way (also referred to as "ROW" herein). Nothing in this Agreement shall be deemed to grant, convey, create, or vest in Licensee a real property interest in land, including any fee, leasehold interest, or easement. Any work performed pursuant to the rights granted

under this Agreement shall be subject to the reasonable review and approval of the City to ensure that the work is in conformance with the terms of this Agreement, Laws, and with the petition upon which the City Council orders the grant of location under MGL Chapter 166.

2. **Term of Agreement.** The term of this Agreement shall commence on the date of the approval of the Pole License application by order of the City Council under MGL Chapter 166 and pursuant to the process detailed in Section 4(a) herein ("Effective Date"). The Agreement shall be executed by both parties prior to the Effective Date; however, for the avoidance of doubt, neither the date listed in the first paragraph of this Agreement nor the date of its execution shall be deemed to be the Effective Date. The term of this Agreement shall be for 15 years beginning on the Effective Date (the "Term"). Unless either Party provides written notice to the other Party at least ninety (90) days prior to expiration of the Term that such Party will not renew the Term, the Term will automatically renew for one additional 15-year period. After its expiration or earlier termination, the terms this Agreement shall continue to apply to the Pole License entered into hereunder until the expiration or termination of such Pole License.

3. **Fees.** Licensee shall pay to the City the Fees and costs set forth in the "Fee Schedule" attached hereto and made a part hereof as Exhibit C. If during the term of the Agreement, a court of competent jurisdiction issues a final, non-appealable order vacating the Declaratory Ruling issued by the Federal Communications Commission on September 27, 2018 in WT Docket Nos. 17-79 and 17-84 (FCC 18-133, 33 FCG Rcd 9088) ("Wireless Infrastructure Order"), the Parties shall negotiate a new annual attachment rate ("Replacement Rate") to become effective on a prospective basis on the date the Wireless Infrastructure Order is vacated, provided that such Replacement Rate is consistent with all applicable federal and state laws, rules, regulations, orders, or similar requirements ("Applicable Law"). If after implementation of the Replacement Rate, Applicable Law is modified so that the Replacement Rate is no longer consistent with Applicable Law ("Change of Law"), then the Parties agree to promptly amend the Agreement to revise the Replacement Rate consistent with such Change of Law effective as of the date on which the Change of Law occurred.

Licensee shall pay the one-time application fee with submission of the application for a Pole License in accordance with the fee schedule set forth in Exhibit C. Licensee shall pay the initial recurring fee for the City Pole on or before the Commencement Date (defined in Section 4(d)) and pay subsequent recurring fees on or before December 31st of each subsequent year. Before any recurring fees are paid, City shall provide to Licensee a completed, current Internal Revenue Service Form W-9 and state and local withholding forms if required. Licensee may make payments by check made out to the order of the City of Salem and sent to the following address or through electronic transfer subject to the City's approval and necessary bank routing instructions to be provided by the City.

City of Salem
Treasurer's Office
98 Washington Street
Salem, MA 01970
Attn: Kathleen McMahon, Treasurer

4. Pole License.

(a) Prior to using or installing the City Pole, Licensee shall file the application for that Pole with the City Electrician and shall include the information required by Chapter 12, Article III of the City Ordinances and applicable provisions of the City Electrician's Guidelines dated April 2016. Within 60 days after it receives the application, the City shall, in writing, either approve the Pole License application or reject the City Pole included in the application for one or more of the reasons specified in subparagraph (b), with an explanation of what needs to be corrected to address the reason for the rejection. If the City timely rejects the Pole included in the application for the reason specified in clause (b)(1), the review period will be suspended until Licensee cures the non-compliance. If the City timely rejects the City Pole included in the application for one or more of the reasons specified in subsection (b) below, the rejection shall not be final, and the Licensee shall be given an additional 60 days from when it receives written notice of the rejection (or such longer time as the Parties may reasonably agree upon) to revise or supplement the application to address the reason(s) cited for the rejection. Notwithstanding the foregoing, the Parties agree to work cooperatively and in good faith to enter into a tolling agreement should either Party require an extension of time as a result of delays caused by, among other things, COVID-19.

(b) The City's consideration of the application under this Agreement shall be governed by the requirements of Chapter 166 of the General Laws, Chapter 12 of the City Ordinance and applicable provisions of the Electrician's Guidelines (dated April 2016), issued thereunder, to the extent consistent with applicable state and federal law. These requirements shall apply to all applications to place Small Wireless Facilities on poles in the ROW (collectively, the "Design Criteria and Requirements"). Changes made to the City's Design Criteria and Requirements shall not be imposed or otherwise applied retroactively unless required by state or federal Laws. The replacement of the City Pole or other infrastructure shall be at the sole expense of Licensee, including all costs associated with the transfer of all existing attachments and facilities. Licensee shall pay all costs to operate and keep illuminated the City Pole, unless the Licensee, at its own expense, provides for a separate meter for its own equipment.

(c) Licensee shall pay for any electricity service for Small Wireless Facilities. As permitted by the electric provider, Licensee may install an electric meter on the Pole or the ground adjacent to the Pole at its own expense provided it is shown on any required drawings submitted and approved as part of the application.

(d) The term of the Pole License for the City Pole shall be 10 years beginning on the first day of the month following the date that is 180 days from the date of the fully approved or fully executed (as applicable) Pole License ("Commencement Date"). The Pole License shall automatically renew for three (3) consecutive five (5) year periods unless the Licensee or the City provides written notice that it intends not to renew or wishes to negotiate new terms.

(e) The Pole License may be terminated prior to the expiration of its term: (i) by City upon written notice to Licensee, if Licensee fails to pay any amount when due and such failure continues for 30 days after Licensee's receipt of notice; (ii) by either Party upon written notice to the other Party, if such other Party fails to comply with this Agreement and the party has failed to cure within 60 days after receipt of written notice, or has failed to initiate a cure within 60 days of receiving written notice and diligently pursue where the nature of the cure is such that it reasonably requires more time to complete; (iii) by Licensee at any time for any reason or no reason; or (iv) by Licensee in the event that Licensee fails to timely obtain or maintain, or is not satisfied with, any governmental approval applicable to Licensee.

(f) Following expiration or earlier termination of the Pole License for the City Pole, Licensee shall remove all Equipment from the City Pole and, other than reasonable wear and tear, repair and restore the City Pole and the ROW to its prior condition, unless the City authorizes otherwise. The City shall retain ownership of any poles Licensee or its contractor removes pursuant to this Agreement and shall provide directions to Licensee for their reuse or disposal. The provisions of this section shall survive the expiration, completion, or earlier termination of this Agreement.

5. Permits/Municipal Ordinance. Applicable requirements of the City's Ordinance are incorporated into the terms of this Agreement. City may impose on any such permit only those conditions that are (a) permitted by applicable Laws and (b) consistent with the requirements of the Ordinance and the Electrician's Guidelines issued thereunder. In the event that installation, maintenance, or repair activities will disturb or block pedestrian or vehicular traffic in the ROW, Licensee shall obtain all generally applicable permits, including, for example, any generally applicable road opening or excavation permits required by City prior to commencing such work and arrange and pay for police details where required. Fees associated with required permits shall be in addition to any recurring fees agreed to herein.

6. Interference.

(a) Licensee will not cause interference to City traffic, public safety, or other communications signal equipment in the ROW and will install such equipment that is the type and frequency that will not cause any interference to the equipment of the City that existed prior to the date of the execution of this Agreement. City will not install, or knowingly authorize installation of, new equipment that will cause interference to Licensee's Equipment or Licensee's Use. In addition, all work by Licensee shall be carried

out in such locations and in such manner so as not to unreasonably interfere with water, gas, sewer pipe, traffic signal, street light, and other utilities and conduits already existing.

(b) If interference occurs, the non-interfering Party shall notify the interfering Party via telephone to Licensee's Network Operations Center at (800) 621-2622 or to City at its IT Help Desk at (978) 825-3608, with Attention to the Chief Information Officer (currently Matthew Killen), and the parties shall work together to cure the interference as soon as commercially possible. Notwithstanding anything in this Agreement to the contrary, however, it is expressly agreed that if any of Licensee's equipment causes interference to City's public safety communications, Licensee, shall upon written request from the City, promptly take action to eliminate the interference, which may include powering down the particular equipment, and shall be responsible for coordinating and resolving the interference within 48 hours of receiving notice. If the problem cannot be rectified within 48 hours, the Licensee shall cease operation of the equipment until the interference is resolved. If the Licensee's equipment or services cause interference with any systems impacting the City's emergency preparedness, law enforcement, or other urgent public safety obligations, the City may take any and all such steps as it is empowered to do under its police power authority, including discontinuing electricity to the equipment, until the interference problem is resolved.

7. Performance of Work, Maintenance, and Modifications.

(a) Licensee shall use and exercise due care, caution, skill, and expertise in performing all work under this Agreement and shall take all reasonable steps to safeguard and maintain in clean and workman-like manner the work site area located within the ROW. All work undertaken by Licensee shall always be performed by workers in accordance with generally accepted industry practices.

(b) Licensee agrees to receive prior written authorization from an authorized representative of the City before installation or replacement of any equipment or attachment not specified in the approved application. An application is required any time Licensee seeks to add new telecommunications attachments or expand existing attachments such that there is a material change in the number, type, size, weight or manner of attachment. Licensee shall obtain all required permits for any such work. The installation of any equipment in the ROW that is not listed in the Application shall constitute a material breach of this Agreement and may result in a revocation of the Pole License and/or grant of location. Notwithstanding the foregoing, the Licensee may repair or replace an existing attachment or any component thereof without submitting a new Application, if the repair or replacement is substantially similar in size and weight to pre-approved configurations and equipment specifications.

(c) Licensee shall monitor the Equipment and shall ensure all Licensee attachments are structurally sound, and shall provide the City with confirmation of same

upon request. Licensee shall keep and maintain the Pole and all Equipment in commercially reasonable condition and in accordance with any applicable and non-discriminatory maintenance requirements of City. Licensee may access the City Pole to maintain or repair Equipment from time to time with prior notice to City Engineer and City Electrician.

(d) In the event Licensee determines that the cutting or trimming of public shade trees is necessary, Licensee shall comply with the requirements set forth in Chapter 87 of the General Laws and Section 3-260 of the City's Code of Ordinances

(e) Licensee shall maintain its Equipment located in the ROW in such condition that they shall not constitute a danger to the health, safety, and welfare of the public. In addition, Licensee shall also be responsible for ensuring that the paint and finish on the City Pole and Equipment remain in good condition, consistent with that of other similar City poles.

8. Removal and Relocation. In non-emergency situations, due to considerations of safety, reliability, and engineering, City may request removal or relocation of Licensee's Equipment or the City Pole by delivering written notice to Licensee identifying the need for such removal or relocation and a comparable alternative ROW location and/or pole to which Licensee may relocate its Equipment. After receiving notice, Licensee shall relocate its Equipment to alternative ROW location and/or an alternative pole identified by City as soon as practicable, within ninety (90) days of receipt of such notice.

If the City determines the need to relocate or remove Equipment due to considerations of safety, reliability, and engineering, Licensee shall, at its sole cost and expense, effect such removal, relocation, or replacement of the Equipment. In the event relocation of Equipment is necessitated by another party (other than City), the cost and expense of such relocation shall be borne by such other party, and Licensee shall not be required to relocate such Equipment until adequate assurance of payment or reimbursement is delivered to Licensee by such other party. Notwithstanding any other provision hereof, in the event that City or the State enacts an ordinance, law, or regulation requiring that all aerial (e.g., pole-mounted) wires and cables in some or all of the geographic area of the City be relocated to underground installations in the ROW, Licensee shall be permitted to participate in any joint build program for underground installation of telecommunications and other compatible utility wirelines and cables and to pay only its reasonably determined proportional share of the cost of all such relocations covered by the joint build program. If the placement, installation, construction, maintenance, operation, removal, or relocation of Equipment by Licensee disturbs or alters the ROW or City Pole or equipment, Licensee, at its own expense, shall restore the ROW and/or City Pole or equipment in accordance with the provisions contained in City's Code of Ordinances, ordinary wear and tear not caused by Licensee excepted.

In the event of any emergency that threatens persons or property, City, may, in its sole discretion take reasonable actions to protect the public health and safety of its citizens and to ensure safe operation of its ROW and public facilities, which may include removing the City Pole and the Equipment attached thereto. The Parties will use reasonable efforts to coordinate any emergency responses. In case of an emergency affecting the Equipment or Licensee's Use, Licensee may access the ROW and perform necessary repairs to its Equipment and to the City Pole, including the right to install a replacement pole, without first obtaining any otherwise necessary permit(s) or authorization(s). Removal of the Equipment pursuant to this paragraph shall be at Licensee's sole cost and expense, unless removal undertaken by the City damages such Equipment as a result of its gross negligence or willful misconduct. City will give as much notice as practicable under the circumstances, which may be after City's removal of the City Pole or Licensee's Equipment.

Licensee acknowledges and agrees that it bears all risk of loss or damage of its Equipment installed in the ROW pursuant to this Agreement from any cause, and the City shall not be liable for any cost of repair to the Equipment, except to the extent that such loss or damage was caused by the gross negligence or willful misconduct of the City, including without limitation, each of its officers, agents, employees, and contractors.

9. Indemnity/Damages. Licensee shall indemnify, defend, and hold the City, its employees, officers, elected, and appointed officials, agents, and contractors (the "Indemnified Parties") harmless from and against all injury, loss, damage, liability, costs, or expenses (including reasonable attorneys' fees) arising from any third party claims resulting from Licensee's performance of or breach of this Agreement. Licensee's indemnity shall not apply to any liability resulting from the gross negligence or willful misconduct of the City or other Indemnified Parties. The City shall give prompt written notice to Licensee of any claim for which the City seeks indemnification. Licensee shall have the right to investigate these claims. Licensee shall not settle any claim without reasonable consent of the City, unless the settlement (i) will be fully funded by Licensee, and (ii) does not contain an admission of liability or wrongdoing by any Indemnified Party. Neither party will be liable under this Agreement for consequential, special, punitive, or indirect damages, whether under theory of contract, tort (including negligence), strict liability, or otherwise. The foregoing provisions shall not be deemed to be released, waived, or modified in any respect by reason of any surety or insurance required to be provided by this Agreement. The Licensee's duty to indemnify City and its other Indemnitees listed above shall survive the termination of this Agreement.

10. Insurance and Performance Bond.

(a) Licensee and its subcontractors shall carry the following insurance: (i) commercial general liability insurance in an amount of \$3,000,000 per occurrence and \$4,000,000 general aggregate and which provides coverage for bodily injury, death, damage to or destruction of property of others, including loss of use thereof, and including products and completed operations; (ii) Workers' Compensation Insurance as

required by law; and (iii) employers' liability insurance in an amount of \$500,000 bodily injury each accident, \$500,000 disease each employee, and \$500,000 disease policy limit.

(b) The insurance coverages identified in this Section: (i) except the workers' compensation insurance, shall include the City as an additional insured as their interests may appear under this Agreement; (ii) will be primary and non-contributory with respect to any self-insurance or other insurance maintained by the City; (iii) contain a waiver of subrogation for the City's benefit; and (iv) will be obtained from insurance carriers having an A.M Best rating of at least A-VII.

(c) In accordance with the applicable City Ordinances, Licensee shall provide the City with a Performance Bond and Certificate of Insurance to provide evidence of insurance. Licensee will endeavor to provide the City with thirty (30) days prior written notice of cancellation upon receipt of notice thereof from its insurer(s).

11. Assignment. Licensee may assign this Agreement, the Pole License, and/or related permits to any entity that (i) is an affiliate, subsidiary or successor of Licensee; or (ii) that acquires all or substantially all of the Licensee's assets in the market. Licensee shall provide the City notice of any such assignment. Otherwise, Licensee shall not assign or transfer this Agreement, or the rights granted hereunder, without the City's consent.

12. Notices. Notices required by this Agreement may be given by registered or certified mail by depositing the same in the United States mail or with a commercial courier. Unless either party notifies the other of a change of address, notices shall be delivered as follows:

If to City:	With a copy to:
City of Salem 93 Washington Street Salem, MA 01970 Attn: City Solicitor	City of Salem 93 Washington Street Salem, MA 01970 Attn: City Clerk's Office
If to Licensee:	With a copy to:
Cellco Partnership d/b/a Verizon Wireless 180 Washington Valley Road Bedminster, New Jersey 07921 Attention: Network Real Estate Department	Cellco Partnership d/b/a Verizon Wireless 100 Southgate Parkway Morristown, New Jersey 07960 Attention: New England Market Legal Department

Notices shall be deemed effective upon delivery or refusal of delivery.

13. Definitions of Wireless Facilities.

(a) "Small Wireless Facilities" include all equipment required for the operation and maintenance of radio-frequency communication systems that transmit and/or receive signals including antennas, electronics, and other types of equipment required for the transmission or receipt of such signals but are not "Major Telecommunications Facilities" as defined below.

Small Wireless Facilities shall meet the following criteria:

Each antenna is located inside an enclosure of no more than six cubic feet in volume and where primary equipment enclosures associated with the facility is cumulatively no more than 28 cubic feet in volume. Volume shall be measured by the external displacement of the primary equipment enclosure, not the internal volume of each enclosure. Associated equipment, including electric meters, and other equipment that is concealed from public view within or behind an existing structure or concealment may be located outside of the primary equipment enclosure and shall not be included in the calculation of the equipment volume.

Small Wireless Facilities shall also meet one or more of the following conditions with regard to height:

- (i) are mounted on structures 50 feet or less in height including their antennas as defined in section 1.1320(d); or
- (ii) are mounted on structures no more than 10 percent taller than other adjacent structures; or
- (iii) do not extend existing structures on which they are located to a height of more than 50 feet or by more than 10 percent, whichever is greater.

Small Wireless Facilities do not include (i) wireline backhaul facility (facility used for the transport of communications data by wire from wireless facilities to a network); (ii) coaxial or fiber optic cables that are not immediately adjacent to or directly associated with a particular antenna or collocation; or (iii) underlying vertical infrastructure owned by the City (City Pole and Facilities).

(b) "Major Telecommunications Facilities" means any telecommunication towers, poles or similar structures that do not meet the criteria for a Small Wireless Facility, including accessory equipment such as transmitters, repeaters, microwave dishes, and other types of equipment for the transmission or receipt of such signals, as well as support structures, equipment buildings, and parking areas.

14. Taxes. If City is required by Law to collect any federal, state, or local tax, fee, or other governmental imposition (each, a "Tax") from Licensee with respect to the transactions contemplated by this Agreement, then City shall bill such Tax to Licensee in the manner and for the amount required by Law. Licensee shall pay such billed amount of Tax to City, and City shall remit such Tax to the appropriate tax authorities as required by Law. Licensee shall have no obligation to pay any Tax for which Licensee

is exempt. Otherwise, Licensee shall be responsible for paying all Taxes that are the legal responsibility of Licensee under Laws.

15. Laws. When placing, installing, constructing, maintaining, operating, removing or relocating equipment in City right-of-way, Licensee shall comply with all applicable current and future federal and State statutes, regulations, municipal ordinances, and orders to the extent consistent with applicable federal and state law, including but not limited to the grant of location process detailed in Chapter 166 of the General Laws, City permitting requirements, the state construction standards, FCC standards with respect to radio frequency emissions, state and federal environmental laws governing the handling of hazardous materials, the National Electric Code (NEC) and/or National Electric Safety Code (NESC) ("Laws"). If compliance with National Electrical Safety Code and other clearance requirements necessitates the trimming or removal of trees or vegetation, the Licensee shall notify the City's Shade Tree Warden and shall comply with the requirements set forth in Chapter 87 of the General Laws. Notwithstanding anything else in this Agreement, City shall treat Licensee in a manner that is competitively neutral, nondiscriminatory, consistent with all applicable Laws, and no more burdensome than the City's treatment of other users of City poles in the ROW.

16. Miscellaneous. This Agreement shall be governed by the laws of the Commonwealth of Massachusetts and all other applicable Laws. The provisions of this Agreement may be waived or modified only by written agreement signed by both parties. This Agreement may be executed in counterparts. A scanned or electronic copy shall have the same legal effect as an original signed version. If one or more provisions in this Agreement is found to be invalid, illegal or otherwise unenforceable, all other provisions will remain unaffected and shall be deemed to be in full force and effect and the Parties shall amend this Agreement, if needed to effect the original intent of the Parties. This Agreement shall be binding upon and shall inure to the benefit of the Parties hereto and their respective successors and permitted assigns. Nothing in this Agreement shall be construed to grant Licensee an interest in the City's ROW or City assets located in the ROW. Neither Party shall be responsible for delays in the performance of its obligations caused by events beyond the Party's reasonable control. As to the subject matter hereof, this Agreement is the complete agreement of the Parties. The Parties represent and warrant that the individuals executing this Agreement are duly authorized.

[Remainder of page intentionally left blank; signature page to follow.]

IN WITNESS WHEREOF, the Parties have executed, or caused their respective duly authorized representatives to execute, this Agreement as of the day and year listed below.

CITY OF SALEM


(Signature)


Printed Name: Elizabeth Penney
Title: SALEM
Date: 7/16/20

CELLCO PARTNERSHIP D/B/A VERIZON
WIRELESS


(Signature)

Printed Name: Paul D. Olson
Title: SR. MANAGER
Date: 7/16/20

APPROVED AS TO FORM:


City Attorney

Ver. 061820
SALEM_SC27_MA-A / 392089

EXHIBIT A
DESCRIPTION OF PROPERTY

The Property as shown on the Tax Map of the City of Salem as Lot # 35-0026-0, and being further described in Deed Book 12390 at Page 22 as recorded in the Office of the County Registry of Deeds.

Ver. 061820
SALEM_SC27_MA-A / 392089

EXHIBIT B
SITE PLAN OF PREMISES

See Attached.



SALEM_SC27_MA
 P-1-T-D-SYM-1, POLE # 234
 LIGHT POST 234 BRIDGE ST
 SALEM, MA 01970

NO.	DATE	DESCRIPTION
1	01/15/19	ISSUED FOR PERMITS
2	02/17/19	ISSUED FOR PERMITS

BY: ENGINEER, P.E.

THIS DOCUMENT IS PRELIMINARY IN NATURE AND IS NOT A FINAL, SIGNED AND SEALED DOCUMENT

PROJECT NO. 19-001
 SHEET NO. L-1 B

SITE NAME
SALEM_SC27_MA
 FLUTED STEEL POLE # 234
 LIGHT POST 234 BRIDGE ST
 SALEM, MA 01970



SHEET #	SHEET DESCRIPTION	REV. #
L-1	FILE SHEET	D
L-2	PERMITS SHEET	D
L-3	CONTRACT NOTES	D

1 LOCATION PLAN / AERIAL IMAGE
 SCALE: N.T.S.

SITE CONTROL POINT
 CENTER OF EXISTING LIGHT POLE 234
 UTM/Easting: 653286
 UTM/Northing: 703800
 ELEVATION: 48'





SALEM SC27 MA
 LIGHT STREET POLE # 24
 SALEM, MA 01970

PROJECT NO.	1000000000
DATE	01/15/2014
PROJECT NAME	SALEM SC27 MA
PROJECT LOCATION	SALEM, MA 01970
PROJECT DESCRIPTION	REPAIR AND MAINTENANCE
PROJECT STATUS	IN PROGRESS
PROJECT CONTACT	SALEM, MA 01970

MTI ENGINEERING, INC.

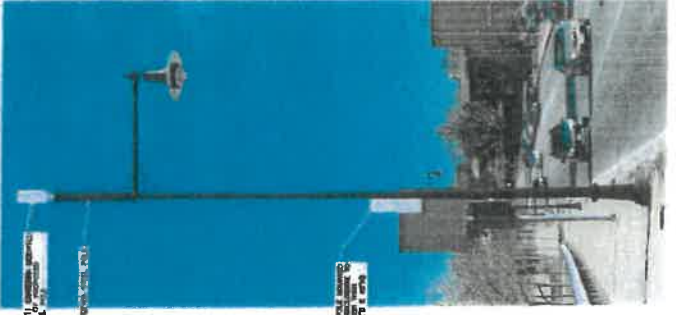
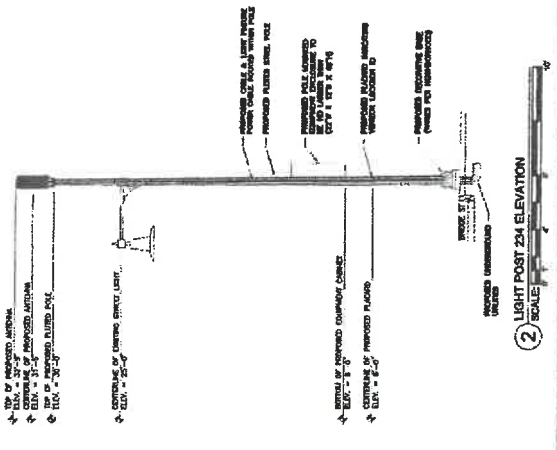
THIS DOCUMENT IS THE PROPERTY OF MTI ENGINEERING, INC. IT IS TO BE USED ONLY FOR THE PROJECT AND SITE SPECIFICALLY IDENTIFIED HEREIN. IT IS NOT TO BE REPRODUCED, COPIED, OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE WRITTEN PERMISSION OF MTI ENGINEERING, INC.

DATE: 01/15/2014
 DRAWN BY: J. [Name]
 CHECKED BY: [Name]
 PROJECT NO.: 1000000000
 SHEET NO.: I-2 B

NOTES:
 1. ALL DIMENSIONS ARE TO FACE UNLESS NOTED OTHERWISE.
 2. ALL DIMENSIONS ARE TO FACE UNLESS NOTED OTHERWISE.
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 9. ALL DIMENSIONS ARE TO FACE UNLESS NOTED OTHERWISE.
 10. ALL DIMENSIONS ARE TO FACE UNLESS NOTED OTHERWISE.

STRUCTURAL MATERIALS:
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 9. ALL DIMENSIONS ARE TO FACE UNLESS NOTED OTHERWISE.
 10. ALL DIMENSIONS ARE TO FACE UNLESS NOTED OTHERWISE.



1 LIGHT POST 234 PHOTOGRAPH
 SCALE: N/A

2 LIGHT POST 234 ELEVATION
 SCALE: N/A

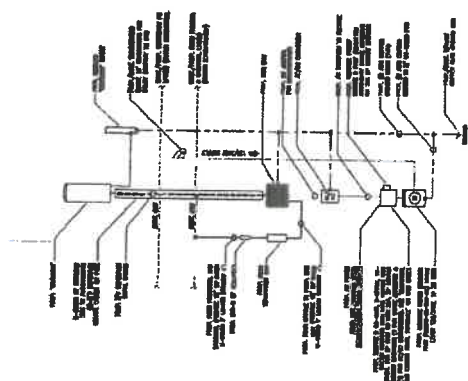


SALEM_SC27_MA
 EUTED STEEL POLE # 214
 LIGHT POST 231 BUDGET
 SALEM, MA 01970

PROJECT NO.	DATE
ISSUED FOR	BY
DESIGNED BY	CHECKED BY
APPROVED BY	DATE

THIS DOCUMENT IS
 PRELIMINARY IN
 NATURE AND IS NOT
 A CONTRACT DOCUMENT.
 ANY CHANGES TO THIS
 DOCUMENT

PROJECT NUMBER
L-3 B



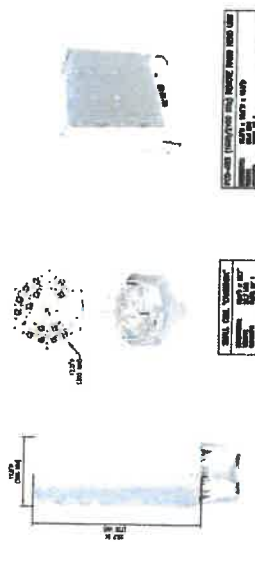
LEGEND

—	100 OHM FIBER
—	100 OHM ELECTRICAL
—	100 OHM OPTICAL
—	100 OHM PLAIN

4 FIBER/ELECTRICAL ONE-LINE DIAGRAM
 SCALE: N.T.S.



1 EQUIPMENT AND ANTENNA ORIENTATION PLAN
 SCALE: N.T.S.



2 TYPICAL ANTENNA SPECIFICATIONS
 SCALE: N.T.S.



3 TYPICAL RRH UNIT DIMENSIONS
 SCALE: N.T.S.

BRIDGE ST

CONCRETE
 STRUCTURE

EXHIBIT C

FEE SCHEDULE

One-Time Application Fee	\$500 (Ordinances, s. 12-170 (2016) of the City of Salem)
City Pole Recurring Fee	\$270 per year



2021 JAN 26 PM 2:22

CITY CLERK
SALEM, MASS.

CITY OF SALEM, MASSACHUSETTS

Kimberley Driscoll
Mayor

Office of the Mayor

January 28, 2021

Honorable Salem City Council
Salem City Hall
Salem, Massachusetts 01970

Ladies and Gentlemen of the City Council:

I am pleased to appoint Todd Waller of 26 Hardy Street to the Planning Board to complete the remainder of a five-year term previously held by Matthew Smith to expire May 24, 2023.

Mr. Waller is the owner of the Merchant Hotel in downtown Salem and is also the CEO of ZXE, a real estate investment trust and development corporation, which he has led since 1994. Mr. Waller will bring his extensive experience in commercial and residential real estate financing, construction, and project management to the Planning Board, as well as a background in historic renovation, adaptive re-use, and legal, planning, zoning, and environmental impact issues. Mr. Waller serves as a Trustee of the House of the Seven Gables and on the board of the Salem Chamber of Commerce. He has previously served as a member of the City's Traffic and Planning Commission and will step down from that board to take on this new role.

I strongly recommend confirmation of Mr. Waller's appointment to the Planning Board. We are fortunate that he is willing to serve our community in this important role and lend his insights and dedication to the Board and its work.

Sincerely,

Kimberley Driscoll
Mayor
City of Salem



CITY OF SALEM, MASSACHUSETTS

**Kimberley Driscoll
Mayor**

Office of the Mayor

February 11, 2021

Honorable Salem City Council
Salem City Hall
Salem, Massachusetts 01970

Ladies and Gentlemen of the City Council:

I am pleased to appoint Caroline Watson-Felt of 2 Beacon Street to the Affordable Housing Trust Fund Board. Ms. Watson-Felt will complete the remainder of a two-year term previously held by Mr. Ben Anderson and which expires on February 8, 2022.

Ms. Watson-Felt is current the Executive Director of the Woman's Friend Society here in Salem, which, among many other initiatives, owns and manages the Emmerton House, an affordable residence for 20 women. Previous to her work leading the Woman's Friend Society, Ms. Watson-Felt was special events manager for St. John's Preparatory School and Director of Experience and Engagement for SHIFT Thinking, a firm that helps organizations build capacity for growth and change. Ms. Watson-Felt currently serves as the President of Historic Salem, Inc. and was a past president of Salem Main Street's Organization and Promotions Committee.

I strongly recommend confirmation of Ms. Watson-Felt's appointment to the Affordable Housing Trust Fund Board. We are fortunate that she is willing to serve our community in this important role and lend her dedication and expertise to the Board and its work.

Sincerely,

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

Kimberley Driscoll
Mayor
City of Salem



CITY OF SALEM, MASSACHUSETTS

**Kimberley Driscoll
Mayor**

Office of the Mayor

February 11, 2021

Honorable Salem City Council
Salem City Hall
Salem, Massachusetts 01970

Ladies and Gentlemen of the City Council:

I am pleased to appoint Sarah Tarbet of 1 Chase Street to the Salem Planning Board to complete the remainder of a five-year term previously held by Ben Anderson, to expire March 1, 2024. Please join me in thanking Mr. Anderson for his many years of exceptional service as both a member and Chair of the Planning Board.

Ms. Tarbet is an associate and architect with Jones Architecture where she has led project teams for numerous higher education, institutional, non-profit, and government clients, including DCAMM, Boston College, Northern Essex and Cape Cod Community Colleges, and the North Shore CDC, for whom she designed the Espacio facility in Salem's Point neighborhood. Prior to her time with Jones, Ms. Tarbet was a project manager and designer with Perry Dean Rogers Architects. She holds Master of Architecture and Bachelor's degrees from Northeastern University and will speak at the ArchitectureBoston Expo in 2021 on designing for accessibility and inclusion, an area of particular focus in her work.

I strongly recommend confirmation of Ms. Tarbet's appointment to the Planning Board. We are fortunate that she is willing to serve our community in this important role and lend her expertise and dedication to the Board and its work.

Sincerely,

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

Kimberley Driscoll
Mayor
City of Salem



CITY OF SALEM, MASSACHUSETTS

Kimberley Driscoll
Mayor

Office of the Mayor

February 11, 2021

Honorable Salem City Council
Salem City Hall
Salem, Massachusetts 01970

Ladies and Gentlemen of the City Council:

I am pleased to appoint Jeff Swartz of 23 High Street to the Traffic and Parking Commission as the business representative on the Commission, Mr. Swartz will complete the remainder of a three-year term previously held by Todd Waller, to expire September 29, 2022.

Mr. Swartz is the Assistant Director of the Salem Chamber of Commerce, our community's leading voice and advocate for the Salem business community. As Assistant Director, Mr. Swartz organizes networking events, assists on large projects, engages with members to support their business needs, and manages the Chamber's communications efforts. Prior to working for the Chamber of Commerce, Mr. Swartz worked as the evening manager at the Hawthorne Hotel and served as the administrative assistant at Destination Salem. Mr. Swartz earned a Bachelor's degree in public history from Salem State University. He serves on the Board of Directors for the Pickering Foundation and is a volunteer on Friendship for the National Parks Service.

I strongly recommend confirmation of Mr. Swartz's appointment to the Traffic and Parking Commission. We are fortunate that he is willing to serve our community in this important role and lend his energy and dedication to the Commission and its work.

Sincerely,

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

Kimberley Driscoll
Mayor
City of Salem



CITY OF SALEM, MASSACHUSETTS

Kimberley Driscoll
Mayor

Office of the Mayor

February 11, 2021

Honorable Salem City Council
Salem City Hall
Salem, Massachusetts 01970

Ladies and Gentlemen of the City Council:

I reappoint, subject to City Council confirmation, Sara Fiore of 21 Summit Avenue to the Beautification Committee for a term of 3 years to expire 2/22/2024.

I recommend confirmation of this reappointment and ask that you join me in thanking Ms. Fiore for their continued dedicated service and commitment to our community.

Very truly yours,

Kimberley Driscoll
Mayor
City of Salem



CITY OF SALEM, MASSACHUSETTS

Kimberley Driscoll
Mayor

Office of the Mayor

February 11, 2021

Honorable Salem City Council
Salem City Hall
Salem, Massachusetts 01970

Ladies and Gentlemen of the City Council:

I reappoint, subject to City Council confirmation, Catherine Zellano to the Board of Assessors for a term of 3 years to expire 2/22/2024.

I recommend confirmation of this reappointment and ask that you join me in thanking Ms. Zellano for their continued dedicated service and commitment to our community.

Very truly yours,

Kimberley Driscoll
Mayor
City of Salem



CITY OF SALEM, MASSACHUSETTS

Kimberley Driscoll
Mayor

Office of the Mayor

February 11, 2021

Honorable Salem City Council
Salem City Hall
Salem, Massachusetts 01970

Ladies and Gentlemen of the City Council:

I reappoint, subject to City Council confirmation, Jeremy Schiller of 14 Broad Street to the Board of Health for a term of 3 years to expire 2/22/2024.

I recommend confirmation of this reappointment and ask that you join me in thanking Dr. Schiller for their continued dedicated service and commitment to our community.

Very truly yours,

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

Kimberley Driscoll
Mayor
City of Salem



CITY OF SALEM, MASSACHUSETTS

Kimberley Driscoll
Mayor

Office of the Mayor

February 11, 2021

Honorable Salem City Council
Salem City Hall
Salem, Massachusetts 01970

Ladies and Gentlemen of the City Council:

I reappoint, subject to City Council confirmation, George Barbuzzi of 17 Preston Road to the Council on Aging for a term of 3 years to expire 2/22/2024.

I recommend confirmation of this reappointment and ask that you join me in thanking Mr. Barbuzzi for their continued dedicated service and commitment to our community.

Very truly yours,

Kimberley Driscoll
Mayor
City of Salem



CITY OF SALEM, MASSACHUSETTS

Kimberley Driscoll
Mayor

Office of the Mayor

February 11, 2021

Honorable Salem City Council
Salem City Hall
Salem, Massachusetts 01970

Ladies and Gentlemen of the City Council:

I reappoint, subject to City Council confirmation, Thomas Campbell of 64 Moffatt Road to the Conservation Commission for a term of 3 years to expire 2/22/2024.

I recommend confirmation of this reappointment and ask that you join me in thanking Mr. Campbell for their continued dedicated service and commitment to our community.

Very truly yours,

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

Kimberley Driscoll
Mayor
City of Salem



CITY OF SALEM, MASSACHUSETTS

Kimberley Driscoll
Mayor

Office of the Mayor

February 11, 2021

Honorable Salem City Council
Salem City Hall
Salem, Massachusetts 01970

Ladies and Gentlemen of the City Council:

I reappoint, subject to City Council confirmation, Tyler Glode of 2 Heritage Drive #36 to the Conservation Commission for a term of 3 years to expire 2/22/2024.

I recommend confirmation of this reappointment and ask that you join me in thanking Mr. Glode for their continued dedicated service and commitment to our community.

Very truly yours,

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

Kimberley Driscoll
Mayor
City of Salem



CITY OF SALEM, MASSACHUSETTS

Kimberley Driscoll
Mayor

Office of the Mayor

February 11, 2021

Honorable Salem City Council
Salem City Hall
Salem, Massachusetts 01970

Ladies and Gentlemen of the City Council:

I reappoint, subject to City Council confirmation, Bart Hoskins of 22 Larchmont Road to the Conservation Commission for a term of 3 years to expire 2/22/2024.

I recommend confirmation of this reappointment and ask that you join me in thanking Mr. Hoskins for their continued dedicated service and commitment to our community.

Very truly yours,

Kimberley Driscoll
Mayor
City of Salem



CITY OF SALEM, MASSACHUSETTS

Kimberley Driscoll
Mayor

February 11, 2021

To the City Council
City Hall
Salem, Massachusetts

Ladies and Gentlemen of the Council:

I re-appoint James Barina of 5 Hancock Street Salem, MA 01970 to serve as a Constable in the City of Salem for a term to expire January 3, 2023.

Very truly yours,

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

Kimberley Driscoll
Mayor



CITY OF SALEM

In City Council,

Ordered:

February 11, 2021

That the sum of Forty Nine Thousand, Six Hundred Thirty Four Dollars and Forty Cents (\$49,634.40) be approved within the "Retirement Stabilization Fund-Vacation/Sick Leave Buyback" account (83113-5146) to be expended for the FY 2021 contractual buyback(s) listed below in accordance with the recommendation of Her Honor the Mayor.

Name	Department	Amount
Robert Cook	Fire	49,634.40
		\$ 49,634.40



CITY OF SALEM, MASSACHUSETTS
Kimberley Driscoll
Mayor

February 11, 2021

To the City Council
City Hall
Salem, Massachusetts

Ladies and Gentlemen of the Council:


Enclosed herewith is a request for an appropriation of Forty-Nine Thousand, Six Hundred Thirty-Four Dollar and Forty Cents (\$49,634.40) appropriated within the "Retirement Stabilization Fund-Vacation/Sick Leave Buyback" account (83113-5146).

This transfer is necessary to fund the retirement buyback for Fire Department employee.

Name	Department	Amount
Robert Cook	Fire	\$49,634.40
	TOTAL:	\$49,634.40

I recommend passage of the accompanying Order.

Very truly yours,


Kimberley Driscoll
Mayor



CITY OF SALEM MASSACHUSETTS

HUMAN RESOURCES
98 WASHINGTON STREET, 3RD FLOOR
SALEM, MASSACHUSETTS 01970
TEL. 978-619-5630
FAX 978-745-7298

**KIMBERLEY L. DRISCOLL
MAYOR**

**LISA B. CAMMARATA
DIRECTOR OF HUMAN
RESOURCES**

MEMORANDUM

TO: Laurie Giardella, Director of Finance
DATE: February 3, 2021
RE: Retirement Stabilization Fund

Attached you will find a retirement buy back for a former employee of the Salem Fire Department.

This former employee is entitled to the following amount of sick and vacation buyback.

Robert Cook

24 vacation days @ \$388.20 per day	\$9,316.80
1 vacation day (2020) @ \$388.20 per day	\$ 388.20
90 sick days @\$443.66 per day	\$39,929.40

Total: \$49,634.40

In accordance with the July 2008 Policy, I am requesting you verify the availability of the funds from the Retirement Stabilization Fund, prepare the Council Order, and continue the process in order that my staff can input the information in MUNIS and issue payments to this former employee upon Council approval.

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



CITY OF SALEM

In City Council,

Ordered:

February 11, 2021

That the sum of Forty Six Thousand, Three Hundred One Dollar and Sixty Two Cents (\$46,301.62) be approved within the "Retirement Stabilization Fund-Vacation/Sick Leave Buyback" account (83113-5146) to be expended for the FY 2021 contractual buyback(s) listed below in accordance with the recommendation of Her Honor the Mayor.

Name	Department	Amount
William Luzinski	Fire	46,301.62
		\$ 46,301.62



CITY OF SALEM, MASSACHUSETTS
Kimberley Driscoll
Mayor

February 11, 2021

To the City Council
City Hall
Salem, Massachusetts

Ladies and Gentlemen of the Council:


Enclosed herewith is a request for an appropriation of Forty-Six Thousand, Three Hundred One Dollar and Sixty-Two Cents (\$46,301.62) appropriated within the "Retirement Stabilization Fund-Vacation/Sick Leave Buyback" account (83113-5146).

This transfer is necessary to fund the retirement buyback for Fire Department employee.

Name	Department	Amount
William Luzinski	Fire	\$46,301.62
	TOTAL:	\$46,301.62

I recommend passage of the accompanying Order.

Very truly yours,


Kimberley Driscoll
Mayor



CITY OF SALEM MASSACHUSETTS

**HUMAN RESOURCES
98 WASHINGTON STREET, 3RD FLOOR
SALEM, MASSACHUSETTS 01970
TEL. 978-619-5630
FAX 978-745-7298**

**KIMBERLEY L. DRISCOLL
MAYOR**

**LISA B. CAMMARATA
DIRECTOR OF HUMAN
RESOURCES**

MEMORANDUM

TO: Laurie Giardella, Director of Finance
DATE: February 3, 2021
RE: Retirement Stabilization Fund

Attached you will find a retirement buy back for a former employee of the Salem Fire Department.

This former employee is entitled to the following amount of sick and vacation buyback.

William Luzinski

24 vacation days @ \$331.06 per day	\$7,945.44
13 vacation days (2020) @ \$331.06 per day	\$4,303.78
90 sick days @\$378.36 per day	\$34,052.40
Total:	\$46,301.62

In accordance with the July 2008 Policy, I am requesting you verify the availability of the funds from the Retirement Stabilization Fund, prepare the Council Order, and continue the process in order that my staff can input the information in MUNIS and issue payments to this former employee upon Council approval.

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


LBC



CITY OF SALEM

In City Council,

Ordered:

February 11, 2021

That the sum of Forty Six Thousand, Three Hundred One Dollar and Sixty Two Cents (\$46,301.62) be approved within the "Retirement Stabilization Fund-Vacation/Sick Leave Buyback" account (83113-5146) to be expended for the FY 2021 contractual buyback(s) listed below in accordance with the recommendation of Her Honor the Mayor.

Name	Department	Amount
John Morrison	Fire	46,301.62
		\$ 46,301.62



CITY OF SALEM, MASSACHUSETTS
Kimberley Driscoll
Mayor

February 11, 2021

To the City Council
City Hall
Salem, Massachusetts

Ladies and Gentlemen of the Council:

Enclosed herewith is a request for an appropriation of Forty-Six Thousand, Three Hundred One Dollar and Sixty-Two Cents (\$46,301.62) appropriated within the "Retirement Stabilization Fund-Vacation/Sick Leave Buyback" account (83113-5146).

This transfer is necessary to fund the retirement buyback for Fire Department employee.

Name	Department	Amount
John Morrison	Fire	\$46,301.62
	TOTAL:	\$46,301.62

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

**KIMBERLEY L. DRISCOLL
MAYOR**

**LISA B. CAMMARATA
DIRECTOR OF HUMAN
RESOURCES**

**HUMAN RESOURCES
98 WASHINGTON STREET, 3RD FLOOR
SALEM, MASSACHUSETTS 01970
TEL. 978-619-5630
FAX 978-745-7298**

MEMORANDUM

TO: Laurie Giardella, Director of Finance
DATE: February 3, 2021
RE: Retirement Stabilization Fund

Attached you will find a retirement buy back for a former employee of the Salem Fire Department.

This former employee is entitled to the following amount of sick and vacation buyback.

John Morrison

24 vacation days @ \$331.06 per day	\$7,945.44
13 vacation days (2020) @ \$331.06 per day	\$4,303.78
90 sick days @\$378.36 per day	\$34,052.40
Total:	\$46,301.62

In accordance with the July 2008 Policy, I am requesting you verify the availability of the funds from the Retirement Stabilization Fund, prepare the Council Order, and continue the process in order that my staff can input the information in MUNIS and issue payments to this former employee upon Council approval.

Thank you for your cooperation, and if you should have any questions, please do not hesitate to contact


LBC



CITY OF SALEM

In City Council,

Ordered:

February 11, 2021

That the sum of Nine Thousand, Three Hundred Sixteen Dollars and Eighty Cents (\$9,316.80) be approved within the "Retirement Stabilization Fund-Vacation/Sick Leave Buyback" account (83113-5146) to be expended for the FY 2021 contractual buyback(s) listed below in accordance with the recommendation of Her Honor the Mayor.

Name	Department	Amount
Frank DeFranco	Fire	9,316.80
		\$ 9,316.80



CITY OF SALEM, MASSACHUSETTS
Kimberley Driscoll
Mayor

February 11, 2021

To the City Council
City Hall
Salem, Massachusetts

Ladies and Gentlemen of the Council:

Enclosed herewith is a request for an appropriation of Nine Thousand, Three Hundred Sixteen Dollars and Eighty Cents (\$9,316.80) appropriated within the "Retirement Stabilization Fund-Vacation/Sick Leave Buyback" account (83113-5146).

This transfer is necessary to fund the retirement buyback for Fire Department employee.

Name	Department	Amount
Frank DeFranco	Fire	\$9,316.80
	TOTAL:	\$9,316.80

I recommend passage of the accompanying Order.

Very truly yours,

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

Kimberley Driscoll
Mayor



**KIMBERLEY L. DRISCOLL
MAYOR**

**LISA B. CAMMARATA
DIRECTOR OF HUMAN
RESOURCES**

CITY OF SALEM MASSACHUSETTS

**HUMAN RESOURCES
98 WASHINGTON STREET, 3RD FLOOR
SALEM, MASSACHUSETTS 01970
TEL. 978-619-5630
FAX 978-745-7298**

MEMORANDUM

TO: Laurie Giardella, Director of Finance
DATE: February 3, 2021
RE: Retirement Stabilization Fund

Attached you will find a retirement buy back for a former employee of the Salem Fire Department.

This former employee is entitled to the following amount of vacation buyback.

Frank DeFranco

24 vacation days @ \$388.20 per day	\$9,316.80
Total:	\$9,316.80

In accordance with the July 2008 Policy, I am requesting you verify the availability of the funds from the Retirement Stabilization Fund, prepare the Council Order, and continue the process in order that my staff can input the information in MUNIS and issue payments to this former employee upon Council approval.

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



CITY OF SALEM

In City Council, February 11, 2021

Ordered:

To accept, in accordance with the recommendation of Her Honor the Mayor, a donation of face coverings from the U.S. Conference of Mayor's "Mayors for Masks" initiative equal to a value of Nine Thousand Six Hundred Dollars (\$9,600.00) to help protect at-risk residents during the COVID-19 pandemic. These items will be distributed by the Mayor's Office and other departments as necessary.



CITY OF SALEM, MASSACHUSETTS

Kimberley Driscoll
Mayor

Office of the Mayor

February 11, 2021

Honorable Salem City Council
Salem City Hall
Salem, Massachusetts 01970

Ladies and Gentlemen of the City Council:

Enclosed herewith is a request to accept a donation of cloth face coverings through the U.S. Conference of Mayors' "Mayors for Masks" initiative, the value of which is estimated at \$9,600.00. The face coverings are being distributed by the City to high-risk residents throughout our community.

In order to accept the donation, approval must be given by both the Mayor and City Council. I ask that the members of the City Council join with me in accepting this donation and in expressing our gratitude to the U.S. Conference of Mayors for their generosity.

Very truly yours,

Kimberley Driscoll
Mayor
City of Salem



CITY OF SALEM

In City Council, February 11, 2021

Ordered:

To accept, in accordance with the recommendation of Her Honor the Mayor, a donation of personal protective equipment from Amazon equal to a value of Two Thousand Dollars (\$2,000.00) to assist Salem departments, agencies, and individuals during the response to COVID-19. These items will be distributed by the Salem Police Department.



CITY OF SALEM, MASSACHUSETTS

**Kimberley Driscoll
Mayor**

Office of the Mayor

February 11, 2021

Honorable Salem City Council
Salem City Hall
Salem, Massachusetts 01970

Ladies and Gentlemen of the City Council:

Enclosed herewith is a request to accept a donation of personal protective equipment from Amazon to the Salem Police Department, the value of which is estimated at \$2,000.00. The items received by the department will be distributed as needed to our local first responders and other community agencies and organizations.

In order to accept the donation, approval must be given by both the Mayor and City Council. I ask that the members of the City Council join with me in accepting this donation and in expressing our gratitude to Amazon for their generosity.

Very truly yours,

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

Kimberley Driscoll
Mayor
City of Salem



City of Salem, Massachusetts
Police Department Headquarters

95 Margin Street

Salem, Massachusetts 01970

(978) 744-2204

ACTING CHIEF OF POLICE

DENNIS KING

03 February 2021

Honorable Salem City Council Members:

On February 3rd 2021, station operations managers from the newly opened Amazon distribution facility donated a large quantity of personal protective equipment (PPE). The PPE, consisting of personal hygiene packs, alcohol wipes, bottles of antiseptic solution, gloves and facemasks is valued at \$2,000.00.

The PPE has been entered into the Department's inventory system and will be distributed to first responders, City departments and individuals and groups in Salem in need of PPE.

Given the PPE's value (\$2,000.00), I wanted to ensure that the Council is aware of this very generous donation from Amazon and to seek your retroactive approval for the receipt and distribution of the PPE.

Sincerely,

 A.C.O.P.
Dennis King
Acting Chief of Police



CITY OF SALEM

In City Council,

Ordered:

February 11, 2021

That the sum of Two Hundred Thousand Dollars (\$200,000.00) is hereby appropriated and transferred from the "Capital Outlay Fund 2000" to the ST CIP Essex Street roadway and sidewalk improvements (20002029-5846CC) for road and sidewalk improvements on Essex St., in accordance with the recommendation of Her Honor the Mayor.



CITY OF SALEM, MASSACHUSETTS

**Kimberley Driscoll
Mayor**

February 11, 2021

Honorable Salem City Council
Salem City Hall
Salem, Massachusetts 01970

Ladies and Gentlemen of the City Council:

Enclosed please find a request to appropriate \$200,000 from our short-term capital fund to advance the Essex Street (North Street to Washington Street) complete streets project.

As you may recall, the City had previously bonded \$1.3 million in capital funds and secured \$400,000 in a state Complete Streets grant. This leaves a deficit of \$200,000 to be able to finalize this contract and begin this much-needed project.

I recommend adoption of the enclosed Order. If you have additional questions about this request, please feel free to contact City Engineer David Knowlton.

Very truly yours,

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

Kimberley Driscoll
Mayor
City of Salem



Kimberley Driscoll
Mayor

CITY OF SALEM
SALEM, MASSACHUSETT'S
ENGINEERING DEPARTMENT
98 WASHINGTON STREET, 2ND FLOOR
SALEM, MA 01970
Phone: (978) 619-5673
Fax: (978) 745-0349

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

MEMORANDUM

February 9, 2021

To: Dominick Pangallo, Chief Administrative Aide to the Mayor

From: David H. Knowlton, P.E., City Engineer / DPS Director *David*

RE: Request for Short Term Capital Funds for the Essex Street Roadway and Sidewalk Reconstruction Project

This memo has been prepared to request short term capital funds, in the amount of \$200,000, for the roadway and sidewalk improvements on Essex Street, from the North/Summer Street intersection to Washington Street.

These additional funds are needed to supplement the existing CIP and grant funds available for the project and will enable the City to sign the construction contract and begin work on this very important project.

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

Cc: Laurie Giardella, Finance Director

CITY OF SALEM
ST Capital Outlay Expenditure Request Form - FY 2021

From Department: 235-Engineering Date: 2/9/2021

Department Head Name: David Knowlton

Authorization Signature: *David Knowlton*

Amount: \$200,000.00

Description:

The department is requesting short term capital funding in the amount of \$200,000.00 to fund roadway and streetscape improvements to Essex Street (Essex Street from North Street to Washington Street)

For Finance Department Use Only:

City Council Approval Needed (Y/N)

CIP Balance: \$ _____

Recommendation:

Approved Denied

Finance Director

Processed: Date: _____ By: _____

CO # _____ JE# _____ Trans # _____

Org: _____ Obj: _____



CITY OF SALEM

In City Council,

Ordered:

February 11, 2021

That the sum of Eighty-Three Thousand, Seven Hundred, Fourteen Dollars and Twenty-Eight Cents (\$83,714.28) is hereby appropriated from the "Fund Balance Reserved for Appropriation – Free Cash" account (1-3245) to restore budget cuts made as a result of COVID 19 Pandemic in accordance with the recommendation of Her Honor the Mayor.

Account	Description	Amount
14111-5111	DPS FT Salaries	83,714.28
Total		\$ 83,714.28



CITY OF SALEM, MASSACHUSETTS

**Kimberley Driscoll
Mayor**

February 11, 2021

Honorable Salem City Council
Salem City Hall
Salem, Massachusetts 01970

Ladies and Gentlemen of the City Council:

During the FY2021 budget process we indicated that we would return to the City Council to request changes to the appropriations for certain budget areas as the City had additional clarity around local aid and receipts.

Now that we are further into the fiscal year and the level of these revenue sources are more clear, we are requesting additional appropriations to fill several public works positions that had previously been held un-filled in the summer due to the uncertainty around the budget. The enclosed Order transfers \$83,714.28 from free cash to the Department of Public Services personnel budget to fill three vacant positions.

Appropriating the funds requested here will allow these positions to be posted and, hopefully, filled. These positions existed in the FY2020 budget and therefore this request does not represent a net increase in personnel, just an increase in personnel expenses to be able to fill these important positions for the remainder of this fiscal year.

I recommend adoption of the enclosed Order. If you have additional questions about this request, please feel free to contact DPS Director David Knowlton.

Very truly yours,

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

Kimberley Driscoll
Mayor
City of Salem



Kimberley Driscoll
Mayor

CITY OF SALEM
SALEM, MASSACHUSETTS
ENGINEERING DEPARTMENT
98 WASHINGTON STREET, 2ND FLOOR
SALEM, MA 01970
Phone: (978) 619-5673

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

MEMORANDUM

November 9, 2020

To: Dominick Pangallo, Chief Administrative Aide to the Mayor

From: David H. Knowlton, P.E., City Engineer / DPS Director *David*

RE: Request to City Council to fund 3 vacant HEO positions

This memo has been prepared to request funding, in the amount of \$83,714.28 from the General Fund, to fill 3 vacant Heavy Equipment Operator (HEO) positions in the Department of Public Services for the second half (January 1, 2021 to June 30, 2021) of the current fiscal year.

The 3 positions, in the Parks and Open Space, Cemetery and Tree, and Street Divisions, respectively, were vacant at the start of fiscal year 2021 and were not funded in the current budget due to concerns of the Pandemic on the overall City budget.

<u>HEO position location</u>	<u>current full fy2021 amount</u>	<u>half year amount</u>
park and open space	\$ 55,809.52	\$ 27,904.76
cemetery and tree	\$ 55,809.52	\$ 27,904.76
street	\$ 55,809.52	\$ 27,904.76
	total request	\$ 83,714.28

The funds should be placed in the DPS General Fund Salaries – Full Time account, number 100-14111-5111.

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

Cc: Laurie Giardella, Finance Director



CITY OF SALEM

In City Council, February 11, 2021

Ordered:

The Salem City Council hereby authorizes the Mayor to execute a Non-Exclusive Utility Easement for the benefit of 217-221 Essex Street, a property undergoing renovation to create commercial and residential units. This Easement shall be in a form approved by the City Solicitor and allow the placement of an electrical box enclosure and equipment on and beneath Derby Square. The location and description of the equipment has been approved by the Salem Redevelopment Authority.



CITY OF SALEM, MASSACHUSETTS

Kimberley Driscoll
Mayor

Office of the Mayor

February 11, 2021

Honorable Salem City Council
Salem City Hall
Salem, Massachusetts 01970

Ladies and Gentlemen of the City Council:

Enclosed please find an Order authorizing the execution of a Non-Exclusive Utility Easement to allow for National Grid to install an electrical box enclosure adjacent to 217-212 Essex Street.

A plan of the proposed location, which is outside the public way but still on City property, and the Easement itself are also enclosed. This proposal has been reviewed and approved by the Salem Redevelopment Authority.

If you have any questions about this Order, please feel free to reach out to City Solicitor Beth Rennard.

Sincerely,

Kimberley Driscoll
Mayor
City of Salem

CORRENTI & DARLING LLP
ATTORNEYS AT LAW
83 FEDERAL STREET
SALEM, MASSACHUSETTS 01970

JOHN E. DARLING
JOSEPH C. CORRENTI
KRISTIN E. KOLICK

TELEPHONE
978-744-0212
FACSIMILE
978-741-4683

February 8, 2021

The Honorable Kimberley A. Driscoll
City of Salem
93 Washington Street
Salem, Massachusetts 01970

Re: Essex Street Lofts, LLC
217-221 Essex Street, Salem

Dear Mayor Driscoll:

On behalf of the owner of 217-221 Essex Street, we hereby request that the City of Salem grant a Non-Exclusive Utility Easement (copy attached hereto) to allow for the placement on City owned property of an electrical box enclosure and equipment ("BUS" Enclosure) that will allow National Grid to service the buildings.

As you know, this property is undergoing extensive renovations which will result in twenty new residential units on the upper floors, while maintaining commercial uses on the Essex Street level. The Plan is to have these units ready to market in June 2021. Unfortunately, the installation of the new electrical service has been delayed by nearly four months as National Grid originally stated that it was preparing the easement for submission to the City; however, National Grid informed us two weeks ago that the easement for the BUS Enclosure needs to run to the property owner, not National Grid and thus National Grid would not be preparing the easement. The location and description of the BUS Enclosure was reviewed and approved on December 9, 2020 by the Salem Redevelopment Authority after review by the Design Review Board. A copy of the SRA Decision and approved plan are attached hereto.

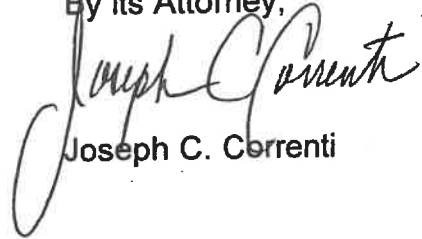
The granting of this easement is now a critical path timeline for the project to be ready for the summer.

February 8, 2021
Page Two

We are pleased to be able to renovate and historically restore this beautiful property on Essex Street and request the City's consideration and assistance in granting this easement.

Sincerely,

Essex Street Lofts, LLC
By its Attorney,



Joseph C. Correnti

JCC:dl

Enclosures

cc: client

NON-EXCLUSIVE UTILITY EASEMENT

Know all men by these presents that the CITY OF SALEM, a municipal corporation, having a usual place of business at 93 Washington Street, Salem, Massachusetts 01970 (hereinafter referred to as the Grantor), for consideration paid of One Dollar (\$1.00), grants to ESSEX STREET LOFTS, LLC, a Massachusetts limited liability company, having a usual place of business at 732 East Broadway, South Boston, Massachusetts 02127 (hereinafter referred to as the Grantee) with no covenants express or implied, the perpetual non-exclusive right and easement to install, construct, reconstruct, repair, replace, add to, maintain and operate for the transmission of high and low voltage electric current and for the transmission of intelligence, a utility box (also referred to as "BUS enclosure") upon land situated off of Essex Street at Derby Square, located in Salem, Massachusetts ("Derby Square") and as shown on the sketch plan entitled "PROPOSED BUS ENCLOSURE LOCATION" attached hereto as Exhibit A consisting of an above ground utility box, together with all equipment and appurtenances thereto for the transmission of intelligence and the furnishing of electric service to the buildings located at 217-221 Essex Street in Salem, Massachusetts, which abut Derby Square, specifically including but not limited to the following equipment, namely: bollards, handholes, junction boxes, transformers, transformer vaults, padmounts, padmount transformers and all housings, connectors, switches, conduits, cables and wires all located within the aforesaid non-exclusive easement area.

Exhibit A showing the easement area is attached hereto. Should the final definitive location of said BUS enclosure be located outside the easement area shown on Exhibit A, then approval of the Grantor is required prior to the installation and erection thereof.

Also with the further perpetual non-exclusive right and easement from time to time to pass and repass over, across and upon Derby Square as is reasonable and necessary in order to renew, replace, repair, remove, add to, maintain, operate, patrol and otherwise change said BUS enclosure and each and every part thereof and to make such other excavation or excavations as may be reasonably necessary in the opinion and judgment of the Grantee, its successors and assigns, and to clear and keep cleared the portions and areas of the premises wherein the BUS enclosure is located as shown on the sketch herein referred to, of such trees, shrubs, bushes, objects and surfaces as may interfere with the safe and efficient operation and maintenance of the BUS enclosure and other related electrical equipment. Grantee, its successors and assigns, will properly backfill any excavation or excavations and restore the surface of the land to as reasonably good condition as said surface was in immediately prior to the excavation or excavations thereof.

The Grantor shall keep the BUS enclosure clear and maintain a 10' service clearance as shown on Exhibit A.

If the easement area as shown on Exhibit A is unsuitable for the purposes of the Grantee, its successors and assigns, then said locations may be changed to areas mutually satisfactory to both the Grantor and the Grantee herein; and further, said newly agreed to locations shall be indicated and shown on the sketch above referred to by proper amendment or amendments thereto.

It is the intention of the Grantor to grant to the Grantee, its successors and assigns, all the non-exclusive rights and easements aforesaid and any and all additional and/or incidental rights needed to install, erect, maintain and operate within the easement area shown on Exhibit A a BUS enclosure for the transmission of intelligence and for supplying electric service for 217-221 Essex Street, the real property abutting Derby Square.

It is agreed that said BUS enclosure and all necessary appurtenances thereto, shall remain the property of the Grantee, its successors and assigns, and that the Grantee, its successors and assigns, shall pay all taxes assessed thereon.

The Grantee shall indemnify and save the Grantor harmless from and against any loss, damage, or liability arising out of Grantee's negligence or willful misconduct in its exercise of said non-exclusive right and easement;

This non-exclusive easement is subject to all existing easements, encumbrances, restrictions and rights of record. This non-exclusive easement shall run with the land and enure to the benefit of the Grantee and its successors and assigns. In exercising said non-exclusive right and easement the Grantee shall not unreasonably interfere with the use of Derby Square.

For Grantor's title, see deed dated July 10, 1816, recorded with the Essex South District Registry of Deeds in Book 211, Page 1.

Executed as a sealed instrument as of this ____ day of February, 2021.

CITY OF SALEM

By: Kimberley Driscoll
Its: Mayor

Commonwealth of Massachusetts

County of Essex, ss.

On this the ____ day of February, 2021, before me, Elizabeth Rennard, the undersigned Notary Public, personally appeared Kimberley Driscoll, proved to me through satisfactory evidence of identity, which was a MA Driver's License, to be the person whose name is signed on the preceding Non-Exclusive Utility Easement, and acknowledged to me that she signed it voluntarily for its stated purpose.

as Mayor of the City of Salem, MA

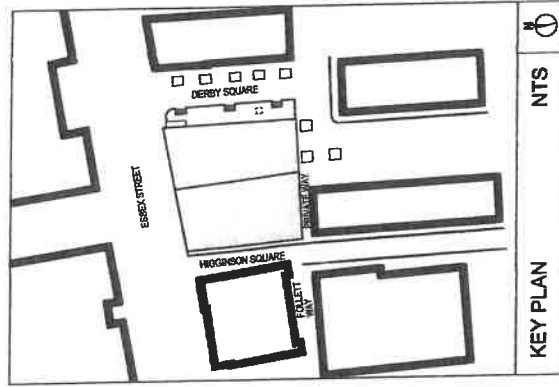
Kimberley Driscoll

Signature of Notary Public

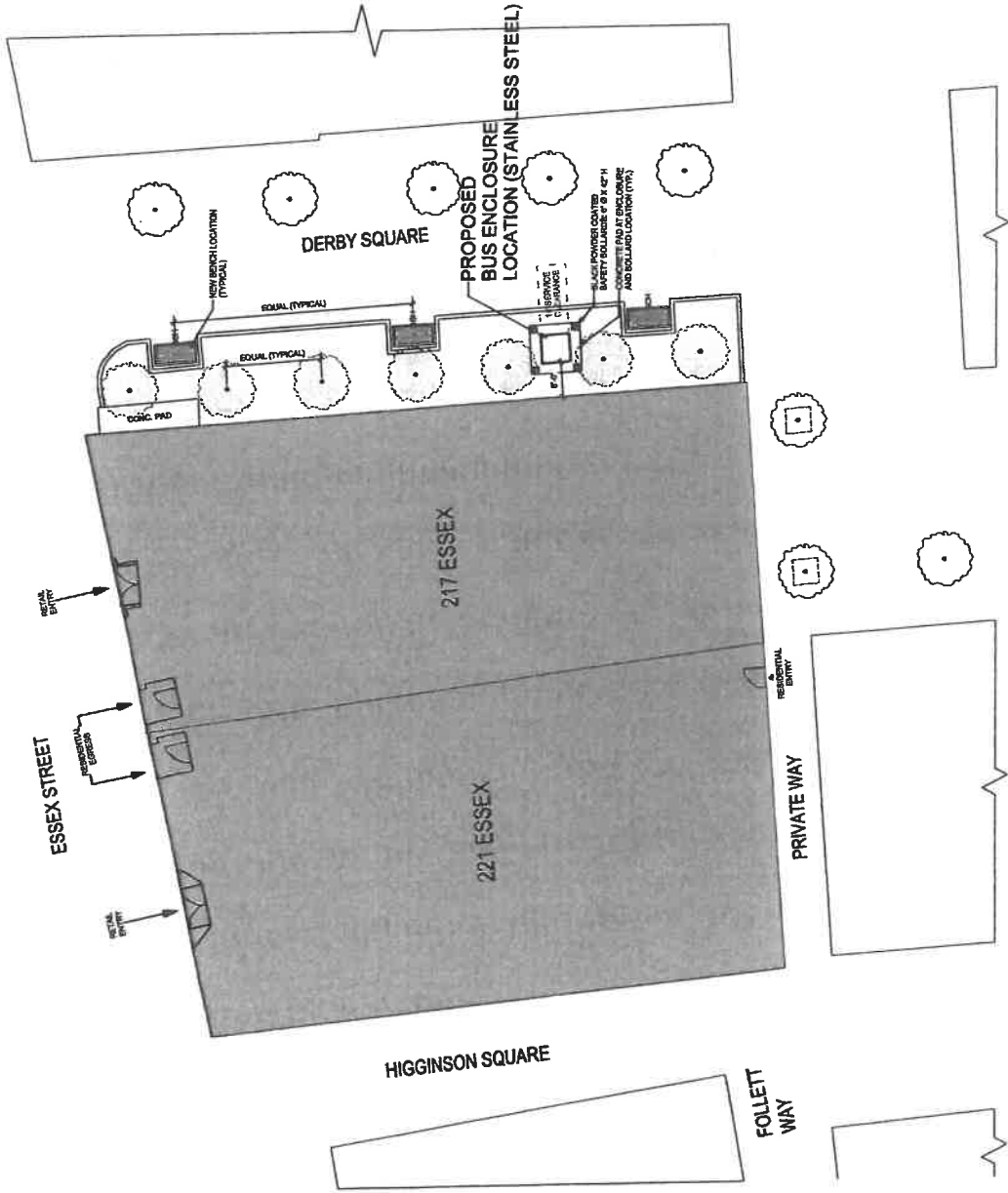
Elizabeth Rennard
Notary

My Commission Expires _____

EXHIBIT A



**PROPOSED BUS
ENCLOSURE LOCATION
AT 217-221 ESSEX
STREET**





**Salem
Redevelopment
Authority**

Decision

217-221 Essex Street

Modification of Approved Project – Proposed Installation of Transformer

Meeting Date: December 9, 2020
Members Present: Grace Napolitano, David Guarino, Cynthia Nina-Soto, Dean Rubin, Russ Vickers
Members Absent: None

Decision: At a regular meeting of the Salem Redevelopment Authority (SRA), upon a motion duly made and seconded, it was unanimously voted to **approve** the proposed modification of the approved project for the location of the transformer at 217-221 Essex Street as designed and conditioned herein. In addition to approving the project, the Board strongly recommends the project developer to address the neighbors' concerns regarding construction noise and debris and the location of the equipment.

Referenced Plans and Documents

1. Plan Set titled 'Proposed Bus Enclosure Location', prepared by Sousa Design Architects, 81 Boylston Street, 2nd Floor, Brookline, MA 02445, dated 11/19/20.
2. Specification Sheet for 600-Volt Secondary Bus Enclosure, Elliot Industries, Inc., submitted on 11/18/20.
3. Miller Review of Revised Plans dated 11/19/20.
4. Staff Comments dated 12/2/20.

Condition of Approval

1. **Consistency with Design Standards and Guidelines:** This project is consistent with the design guidelines and standards in that the existing materials are being repaired and/or replaced in-kind with no significant change to the exterior form and footprint of the structure. The architectural features on the building will be preserved and enhanced.
2. **Location of Bus Enclosure:** The bus enclosure shall be located under the second, non-operational, window from the building's south east corner (corner closest to Old Town Hall).
3. **Material of Bus Enclosure Façade:** The enclosure's façade shall be a stainless steel.
4. **Landscaping:**
 - a. **Additional Tree:** The applicant shall plant a tree in the originally proposed bus enclosure location so that there is a consistent line of trees along the building's east elevation. There shall be seven trees in total.
 - b. **Screening of Bus Enclosure:** The applicant shall not add additional screening to the bus enclosure in the form of fencing and/or additional shrubbery.
 - c. **Bench Placement:** The applicant shall install three benches, evenly distributed along the east elevation's landscaped area in front of every other tree.
 - d. **Bollards:** If National Grid requires bollards to be placed around the bus enclosure, they shall be black to match to benches.

Findings

1. **Consistency with the Downtown Renewal Plan:** The Board found that the amended project remains consistent with the goals, objectives, and standards in the Downtown Renewal Plan.

2. Blending of Required Infrastructure: Upon much discussion, the Board found that, as conditioned herein, the bus enclosure – infrastructure that is required for building operation – can seamlessly blend into its environment. The use of stainless steel on its exterior façade will reflect its surroundings and start to visually disappear, which is the goal for this piece of equipment that is in a prominent, historic area of the downtown. The Board found that adding shrubbery around the enclosure will draw attention to it, which is not desirable.
3. Balanced and Proportioned Landscaping: The addition of a tree to complete the line of trees along the east elevation landscaping strip and the evenly spaced benches will result in visual continuity and a balanced design that will draw attention away from the bus enclosure.

Signature of the SRA: By the signature below, I certify that this recommendation accurately reflects the actions of the Salem Redevelopment Authority.



Tom Daniel, AICP
Executive Director

December 15, 2020

Date

City of Salem

In the year Two Thousand and Twenty One

An Ordinance to amend an ordinance relative to accessory dwelling units.

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

Section 1. The City of Salem Zoning Ordinance Section 3. Table of Principal and Accessory Use Regulations is hereby amended by deleting the use entitled Accessory Living Area and adding the following new uses within Section E Accessory Uses:

E. ACCESSORY USES	RC	R1	R2	R3	B1	B2	B4	B5	I	BPD	NRCC
Affordable Accessory Dwelling Unit attached to a Principal Dwelling (as defined in Sec 3.2.8) or within a Principal Dwelling.	Y	Y	Y	Y	N	N	N	N	N	N	Y
Affordable Accessory Dwelling Unit within an Existing Detached Accessory Building, as defined in Sec 3.2.8	Y	Y	Y	Y	N	N	N	N	N	N	Y

Section 2. Section 10 Definitions is hereby amended by deleting the definition “Accessory Living Area” in its entirety and inserting the definition “Affordable Accessory Dwelling Unit” as follows:

“Affordable Accessory Dwelling Unit: A housekeeping unit with a maximum rent at least 30 percent below the United States Department of Housing and Urban Development (HUD) fair market rent limit for Salem, with its own sleeping, cooking and sanitary facilities, located either in a detached accessory building existing as of the effective date of the affordable accessory dwelling unit ordinance’s passage, or within or attached to a principal dwelling and subordinate in size to the principal unit(s), separated from it in a

manner which maintains the appearance of the principal unit(s), and allowed pursuant to Section 3.2.8 of this ordinance.”

Section 3. Section 3.2.4 Accessory Buildings and Structures is hereby amended by deleting paragraph 4 in its entirety and replacing it with the following new paragraphs 4, 5 and 6 as follows:

“4. Accessory structures, garages and detached affordable accessory dwelling units shall not exceed one-half (1.5) stories or eighteen (18) feet in height.

5. Detached affordable accessory dwelling units shall comply with all regulations set forth in Section 3.2.4 (Accessory Buildings and Structures) of this Ordinance with the exception of setbacks, which shall comply with Section 3.2.4(6).

6. Detached affordable accessory dwelling units shall comply with all setbacks of the principal structure, as set forth in Section 4.1 of this ordinance (Dimensional Requirements), irrespective of whether the principal structure on the property in question complies with such setbacks or not, unless otherwise permitted by a Special Permit pursuant to subsection 3 of Section 3.2.8.”

Section 4. Section 3.2.8 Accessory Dwelling Areas is hereby amended by deleting Section 3.2.8 in its entirety and replacing it with the following:

“3.2.8 Affordable Accessory Dwelling Units. Affordable Accessory Dwelling Units shall be allowed as provided set forth in this section.

1. Purpose.

- A. To add affordable rental units to the housing stock to meet the needs of smaller households and make housing units available to households who might otherwise have difficulty finding housing.
- B. To encourage the efficient use of the city's housing supply while preserving the character of the city's neighborhoods.
- C. 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.
- D. To permit the owner of an existing, or a proposed, principal dwelling to construct one additional affordable dwelling unit per lot. Such a use is incidental and subordinate to the principal dwelling.
- E. To increase the supply of housing and the diversity of housing options, in response to demographic changes such as smaller households and older households.

2. Procedure.

- A. The Building Inspector shall administer and enforce the provisions of this section.

3. **Special Permit.** Pursuant to Section 9.4, in the interests of design flexibility and overall project quality, the Zoning Board of Appeals may grant a Special Permit for the following:

A. An existing detached accessory building as defined in subsection 8 of Section 3.2.8 that is not in compliance with the setbacks of the principal dwelling unit.

B. An expanded detached accessory building as defined in subsection 8 of Section 3.2.8.

4. **Application.**

A. The Application for the Building Permit, shall:

1. 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 and in the case of a property held by a condominium trust, all owners of all units within the condominium.

2. Include a floor plan of the affordable accessory dwelling unit, 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 affordable accessory dwelling unit.

3. A letter of intent signed by the homeowner(s) shall be submitted to the Department of Planning and Community Development that certifies the rent of the accessory dwelling unit will be at least 30 percent below the established fair market rent limit determined by the United States Department of Housing and Urban Development.

5. **Requirements.**

A. The maximum rent of the affordable accessory dwelling unit, including utilities and parking, shall be at least thirty percent below the established Fair Market Rent limit for the City of Salem as determined annually by the United States Department of Housing and Urban Development.

B. The affordable accessory dwelling unit shall not be constructed within a new detached accessory building, as defined in subsection 8 of Section 3.2.8.

C. The affordable accessory dwelling unit on a lot that is a half of a mile or less from the MBTA train station or MTBA bus stop shall not require an off-street parking space.

D. The affordable accessory dwelling unit on a lot that is more than a half of a mile from the MBTA train station or MTBA bus stop shall have one (1) dedicated off-street parking space. 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 affordable accessory dwelling unit.

E. The affordable accessory dwelling unit shall not result in a net loss of the total measured caliper of private trees on the lot in which the affordable accessory dwelling unit will be located unless a payment in the amount of \$100 per caliper of the tree diameter at breast height (DBH) is made to the tree replacement fund.

- F. The affordable accessory dwelling unit shall not contain less than 350 square feet of habitable space.
- G. The affordable accessory dwelling unit shall not contain in excess of 900 square feet of habitable space.
- H. No more than one (1) affordable accessory dwelling unit shall be located upon a single lot.
- I. An affordable accessory dwelling unit shall not be permitted in a building with five (5) or more units.
- J. At least one (1) owner of the residence in which the affordable accessory dwelling unit is created shall reside in one (1) of the dwelling units as a principal place of residence. For the purpose of this section, the "owner" shall be one or more individuals who hold title to the property and for whom the dwelling is the primary residence as evidenced by voter registration, tax return or other documentation demonstrating primary residence.
- K. Electricity, water and gas shall be provided by a single service to both the affordable accessory dwelling unit and the principal dwelling.
- L. The affordable accessory dwelling unit 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 dwelling unit shall remain in common or single ownership and shall not be severed in ownership.
- M. Entry shall be located through existing entry or on the back or side of the main dwelling.
- N. Egress access shall be located on the side or rear of the building so that visibility from public ways is minimized.
- O. The affordable accessory dwelling unit shall not contain more than two (2) bedrooms.
- P. The affordable accessory dwelling unit shall be clearly subordinate in use, size and design to the principal dwelling.
- Q. The affordable accessory dwelling unit must be capable of being discontinued as a separate dwelling unit without demolition of any structural component of the principal dwelling.
- R. There shall be no occupancy of the affordable accessory dwelling unit until the Building Inspector has issued a certificate of occupancy that the principal dwelling and affordable accessory dwelling unit are in compliance with all applicable health and building codes.
- S. The Building Permit shall be revoked upon determination by the Building Inspector that any condition imposed by Section 3.2.8 has not been fulfilled.
- T. By filing the Application for a Building Permit for an affordable accessory dwelling unit, 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.

- U. Short term rentals, as defined in Salem Code of Ordinances Chapter 15, are prohibited in the accessory dwelling unit.
- V. The affordable accessory dwelling unit shall obtain a certificate of fitness subject to the provisions of Section 2-705 of the City of Salem Code of Ordinances.

6. Termination.

A. The affordable accessory dwelling unit use shall terminate immediately upon any violation of any term or condition of this ordinance 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 affordable accessory dwelling unit as a separate dwelling unit.
- b. The kitchen facilities of the affordable accessory dwelling unit 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 dwelling unit 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.”

8. Definitions.

Attached affordable accessory dwelling unit: An affordable accessory dwelling unit created by adding gross floor area to the principal dwelling after the adoption of this ordinance.

Existing detached accessory building: A detached accessory building that is existing as of the effective date of this ordinance, that has a foundation, and is a minimum of 350 square feet.

Expanded detached accessory building: An existing detached accessory building that is expanded after the effective date of this ordinance.

New detached accessory building: A detached accessory building that is not existing as of the effective date of this ordinance.

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

In City Council _____

Submitted by:

.....



CITY OF SALEM

In City Council, February 11, 2021

Ordered:

That a petition to the General Court, accompanied by a bill for authorization to provide tax exemptions for affordable accessory dwelling unit rental properties in the City of Salem restricted as affordable housing as set forth below, be filed with an attested copy of this Order be, and hereby is, approved under Clause (1) of Section 8 of Article 2, as amended, of the Amendments to the Constitution of the Commonwealth of Massachusetts, to the end that the following legislation be adopted, except for amendments by the Senate or House of Representatives which conform to the intent of this home rule petition:

AN ACT authorizing the City of Salem to provide tax exemptions for affordable accessory dwelling unit rental properties in the City restricted as affordable housing.

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

AN ACT RELATIVE TO PROPERTY TAX EXEMPTIONS FOR AFFORDABLE ACCESSORY DWELLING UNIT RENTAL PROPERTIES IN THE CITY OF SALEM RESTRICTED AS AFFORDABLE HOUSING.

SECTION 1. Notwithstanding the provisions of any general or special law to the contrary, upon the approval by the Salem City Council of Salem's Affordable Accessory Dwelling Unit Ordinance, an Affordable Accessory Dwelling Unit in the City of Salem, shall be exempt from taxation under Chapter 59 of the General Laws.

SECTION 2. Such exemption shall be based on the value of an additional bedroom(s), not the value of the accessory dwelling unit with a kitchen and bath.

SECTION 3. The property owner leasing the affordable dwelling unit shall upon initial application and annually thereafter, on September first, submit to the City of Salem or its agent, documentation necessary to confirm their eligibility for the tax exemption for the affordable accessory dwelling unit.

SECTION 4. Maximum rents shall not exceed seventy percent of the established Fair Market Rent limit as established by the United States Department of Housing and Urban Development for the City of Salem for the most recent year.

SECTION 5. Households who have received a loan administered by the City of Salem for the purpose of building the Accessory Dwelling Unit shall not be eligible for the tax incentive for the term of the loan.

SECTION 6. This act shall take effect upon its passage.



CITY OF SALEM, MASSACHUSETTS

Kimberley Driscoll
Mayor

Office of the Mayor

February 11, 2021

Honorable Salem City Council
Salem City Hall
Salem, MA 01970

Ladies and Gentlemen of the Council:

This Order submits a home rule petition to the legislature to create a property tax exemption for homeowners with accessory dwelling units for offering the unit at an affordable rent. The exemption must be applied for each year that the owner seeks to receive it, and the application must be accompanied by a copy of the lease.

To receive the property tax exemption, the homeowner cannot charge rent (including utilities) that exceeds 70 percent of the fair market rent established annually by the United States Department of Housing and Urban Development (HUD). The Maximum rent for fiscal year 2021 is:

Studio	1 Bedroom	2 Bedroom
\$1,219.40	\$1,346.80	\$1,635.20

I recommend that this Order be adopted so the special act process can get underway in the state legislature as soon as possible.

Sincerely,

Kimberley Driscoll
Mayor
City of Salem

City of Salem

In the year Two Thousand and Twenty-one

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 Affordable Accessory Dwelling Units."

Section 2. Chapter 15 Short-Term Residential Rentals is hereby amended by deleting the following language within Section 15.2 Definitions:

"Primary residence. The residential unit in which the operator resides for at least six months out of a 12-month period. Primary residence is demonstrated by showing that as of the date of registration of the residential unit, the operator has resided in the residential unit for six of the past 12 months or that the operator intends to reside in the residential unit for six of the next 12 months, as demonstrated by at least two of the following: utility bill, voter registration, motor vehicle registration, deed, lease, driver's license, other state-issued identification, or proof of residential exemption."

And inserting the following language:

"Primary residence. The residential unit where the operator has established permanent residency. Permanent residency may only be established by a natural person or persons and not by LLCs, corporations, partnerships, joint ventures, or other similar entities. Proof of permanent residency shall be established by showing that as of the date of registration of the residential unit, the operator has resided in the residential unit for six of the past 12 months, as demonstrated by the following: utility bills, voter registration, motor vehicle registration, deed/lease, driver's license/other state-issued identification, or other credible evidence of permanent residency. Operators who have lived in the residential unit for less than six months prior to the date of registration and assert permanent residency status based upon the above documentation, may be given authorization to register the unit only at the discretion of the Director of Inspectional Services."

Section 3. This Ordinance shall take effect as provided by City Charter



CITY OF SALEM, MASSACHUSETTS

Kimberley Driscoll
Mayor

Office of the Mayor

February 11, 2021

Honorable Salem City Council
Salem City Hall
Salem, MA 01970

Ladies and Gentlemen of the Council:

The enclosed Ordinance makes two changes to our existing short-term rental ordinance.

Section 1 of this measure prohibits the use of accessory dwelling units as short-term rental units. Section 2 clarifies and improves on the definition of "primary residence."

I recommend adoption of the enclosed Ordinance. If you have questions about Section 1 I invite you to contact Senior Planner Amanda Chiancola and if you have questions about Section 2 you may contact Assistant Solicitor Vickie Caldwell.

Sincerely,

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

Kimberley Driscoll
Mayor
City of Salem

City of Salem

ORDINANCE: *In the year Two Thousand and Twenty One*

An Ordinance to Amend Ordinance Relative to Traffic

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

Section 1. Chapter 42, Section 13 of Article I shall be amended by repealing the following:

Arbella Street – Service Zones – southerly side, beginning at a point 20 feet from the corner of Bridge Street and proceeding easterly for thirty (30) feet as marked by signs. (12/21/87)

Section 2. Chapter 42, Section 75 of Article V-A shall be amended by repealing the following:

Arbella Street – Parking Prohibitions Towing Zones (Resident Sticker) – Zone C, color green, in its entirety, Resident Sticker Parking, Tow Zone. (11/13/01)

And replacing it with the following:

Arbella Street – Parking Prohibitions Towing Zones (Resident Sticker) – Zone C, color green, northerly side in its entirety, southerly side beginning at a point one hundred (100) feet from the intersection of Bridge Street in an easterly direction to the intersection with Collins Street.

Section 3. Chapter 42, Section 57A of Article V shall be amended by adding the following:

Arbella Street – Parking Time Limited: Unmetered Zones – southerly side, beginning at a point 20 feet from the corner of Bridge Street and proceeding easterly for fifty-four (54) feet, fifteen (15) minute parking. Monday through Saturday, 8:00am to 6:00pm, Sunday 12:00pm to 6:00pm.

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



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



REQUEST FOR TRAFFIC ORDINANCE RECOMMENDATION

MEMO TO: Lt. David Tucker Police Traffic Division
FROM: Councilor Madore DATE: 2/9/2021

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

NAME OF STREET Arbella Street

TYPE OF STREET CHANGE Repeal service zones

DESCRIPTION OF AREA WHERE CHANGE IS REQUESTED On Arbella Street there is a service zone that is no longer used.

COUNCILLOR'S COMMENTS/EXPLANATION The convenience store located at the intersection of Bridge St and Arbella Street no longer uses the service zone on Arbella Street, but has requested that it be converted to 15 minute parking for customers.

POLICE TRAFFIC DIVISION RECOMMENDATION

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

APPROVAL
 DENIAL
 TRIAL PERIOD

CHAPTER: 42 SECTION: 13 TITLE: Service Zones

DESCRIPTION: Repeal: Arbella Street, southerly side, beginning at a point twenty (20) feet from the corner of Bridge Street and proceeding easterly for thirty (30) feet as marked by signs.

COMMENTS (IF ANY):

Lt. David Tucker

POLICE TRAFFIC DIVISION

RETURN THIS FORM TO THE CITY CLERK'S OFFICE

City of Salem Clerk's Office, 93 Washington St, Salem Massachusetts 01970

(978) 745-9595 ext 41202 www.salem.com



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



REQUEST FOR TRAFFIC ORDINANCE RECOMMENDATION

MEMO TO: Lt. David Tucker Police Traffic Division
FROM: Councilor Madore DATE: 2/9/2021

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

NAME OF STREET Arbella Street

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

DESCRIPTION OF AREA WHERE CHANGE IS REQUESTED On Arbella Street, the resident sticker area needs to be adjusted to exclude the 15 minute parking area.

COUNCILLOR'S COMMENTS/EXPLANATION The existing ordinance relative to resident sticker parking names Arbella Street in its entirety. The zone on the South side of the street should exclude the first one hundred (100) feet from Bridge Street, which is a 15 minute parking zone.

POLICE TRAFFIC DIVISION RECOMMENDATION

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

APPROVAL
 DENIAL
 TRIAL PERIOD

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

DESCRIPTION: Repeal: Arbella Street – Parking Prohibitions Towing Zones (Resident Sticker) – Zone C, color green, in its entirety, Resident Sticker Parking, Tow Zone.

Replace with: Arbella Street – Parking Prohibitions Towing Zones (Resident Sticker) – Zone C, color green, northerly side in its entirety, southerly side beginning at a point one hundred (100) feet from the intersection of Bridge Street in an easterly direction to the intersection with Collins Street.

COMMENTS (IF ANY): _____

POLICE TRAFFIC DIVISION

RETURN THIS FORM TO THE CITY CLERK'S OFFICE



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



REQUEST FOR TRAFFIC ORDINANCE RECOMMENDATION

MEMO TO: Lt. David Tucker Police Traffic Division
FROM: Councilor Madore DATE: 2/9/2021

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

NAME OF STREET Arbella Street

TYPE OF STREET CHANGE Parking Time Limited: Unmetered Zones

DESCRIPTION OF AREA WHERE CHANGE IS REQUESTED On Arbella Street, a former service zone shall now be changed to a 15 minute, unmetered parking zone.

COUNCILLOR'S COMMENTS/EXPLANATION The convenience store located at the intersection of Bridge St and Arbella Street no longer uses the service zone on Arbella Street, but has requested that it be converted to 15 minute parking for customers.

POLICE TRAFFIC DIVISION RECOMMENDATION

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

XX APPROVAL
 DENIAL
 TRIAL PERIOD

CHAPTER: 42 SECTION: 57A TITLE: Parking Time Limited: Unmetered Zones

DESCRIPTION: Arbella Street – southerly side, beginning at a point 20 feet from the corner of Bridge Street and proceeding easterly for fifty-four (54) feet, fifteen (15) minute parking, Monday through Saturday, 8:00am to 6:00pm, Sunday 12:00pm to 6:00pm.

COMMENTS (IF ANY): _____

POLICE TRAFFIC DIVISION

RETURN THIS FORM TO THE CITY CLERK'S OFFICE

City of Salem Clerk's Office, 93 Washington St, Salem Massachusetts 01970

(978) 745-9595 ext 41202 www.salem.com

City of Salem

In the year Two Thousand and Twenty One

An Ordinance to amend an Ordinance relative to Traffic Ch. 42, Sec. 50B,
"Handicapped Zones, Limited Time"

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

Section I. Amending Chapter 42; Section 50B – "Handicapped Zones, Limited Time" is hereby amended by adding the following:

Lynde Street – One Handicapped Parking Space to be added in front of #10 Lynde Street, for the distance of twenty (20) feet.

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



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



REQUEST FOR TRAFFIC ORDINANCE RECOMMENDATION

MEMO TO: Lt. David Tucker Police Traffic Division
FROM: Councilor Madore DATE: 2/9/2021

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

NAME OF STREET Lynde Street
TYPE OF STREET CHANGE Handicapped Parking, Time Limited
DESCRIPTION OF AREA WHERE CHANGE IS REQUESTED In front of 10 Lynde Street, one parking space is needed for the disabled resident.
COUNCILLOR'S COMMENTS/EXPLANATION A resident of 10 Lynde Street is disabled and uses a vehicle in conjunction with an HP placard. They have no off street parking and the on-street parking in the area is highly utilized, making it difficult for the resident to find a space within a reasonable distance of their home.

POLICE TRAFFIC DIVISION RECOMMENDATION

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

- APPROVAL
 DENIAL
 TRIAL PERIOD

CHAPTER: 42 SECTION: 50B TITLE: Handicapped Zones, Limited Time
DESCRIPTION: One HP parking space to be added, in front of 10 Lynde Street, for a distance of twenty (20) feet.

COMMENTS (IF ANY): _____

POLICE TRAFFIC DIVISION

RETURN THIS FORM TO THE CITY CLERK'S OFFICE

City of Salem Clerk's Office, 93 Washington St, Salem Massachusetts 01970

(978) 743-9595 ext 41202 www.salem.com

RESOLUTION
DOMINICAN REPUBLIC INDEPENDENCE DAY

Resolution:

WHEREAS: The Dominican Flag Committee of Salem will celebrate the raising of the Dominican Flag at Lafayette Park to Celebrate the raising of the Dominican flag that marks Dominican Republic's 177th Anniversary of Independence; and

WHEREAS: The Dominican Community has dedicated this celebration of independence to Dominican Republic's men and women who have distinguished themselves in different disciplines in the City of Salem; and

WHEREAS: The Dominican community has established itself through the efforts of many Dominicans in business, sports, politics, education, and many other disciplines and have exhibited their pride, passion and love of family, religion, and commitment to hard work; and

WHEREAS: The Dominican community enriches the City of Salem by promoting the rich Dominican culture through music, dances, and the arts; and

WHEREAS: The City of Salem recognizes that supporting the Latinx community will lead to greater continued equality for all residents and help strengthen our City; and

WHEREAS: The Dominican Community and all City of Salem Residents are cordially invited to attend via face book live the Dominican Flag Raising at Lafayette Park on Thursday, February 25, 2021 at 12:00 P.M. in anticipation of Dominican Republic Independence Day; and

NOW, THEREFORE, We, the Salem City Councillors, do hereby proclaim February 27th, 2021 as DOMINICAN REPUBLIC INDEPENDENCE DAY and call upon our public officials, educators, librarians, and all Salem Residents to observe this month with appropriate (remote) ceremonies, activities, and programs here in Salem and beyond the borders of our Commonwealth.

CITY OF SALEM

In City Council February 11, 2021

ORDERED: That the Committee on Ordinances, Licenses and Legal Affairs meet to discuss Ch. 38, Sec. 3 – “Street names generally” to review and determine which streets need to be approved by Council and to implement a procedure for this to occur during development phase.

CITY OF SALEM

In City Council February 11, 2021

ORDERED: That the attached draft Zoning Ordinance relative to Urban Agriculture be referred to the Committee on Public Health, Safety and Environment co-posted with the Committee of the Whole to discuss, review, edit and work on draft and then return to the full council with a recommendation.



February 9, 2021

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

Re: Urban Agriculture ordinance

Dear City Councillors,

Members of Salem Food for All, City of Salem employees and community stakeholders have spent the last several months drafting an ordinance that will support and encourage local growing, increase access to fresh, healthy foods, improve the local economy and environment, increase the resiliency of our community, and benefit public health.

Salem has a long agricultural history beginning with its inception as a fishing and farming village in 1626. Despite its urbanization, Salem's connection to local farming remains. Salem is home to a vibrant farmers' market, four community gardens, multiple school gardens, and most recently, its first municipal farm. Additionally, Salem has one commercial farm in operation, Maitland Mountain Farm.

Residential urban agriculture provides a valuable supplement to a family food budget; a standard 4' x 8' raised bed can yield 75-100 pounds of crops annually. It also engages adults and youth in a lifelong healthy activity. Urban agriculture at a community scale provides an opportunity for education as residents learn about nutrition, food-sourcing, and the natural ecologies in which agriculture plays a vital role.

Encouraging innovative, new technologies for growing food, such as roof farms, indoor growing technologies, aquaponics and hydroponics, will provide opportunities for local business growth in Salem, increasing access to fresh, local foods. Small-scale urban

farming in Salem can also be a source of fresh produce for neighborhoods, local restaurants and retailers.

The COVID-19 pandemic disrupted our local food system, causing food shortages and price increases. Job losses and reduced wages caused a dramatic increase in food insecurity; Massachusetts had the highest increase in food insecurity rates in the country. Salem data shows local food pantry participation quadrupled since the start of the pandemic. Food banks struggled to meet this increased demand due to food supply shortages.

Climate change is predicted to cause similar food supply disruptions due to erratic weather changes such as increased precipitation and heat waves. Growing more food locally will lessen our dependence on outside food sources, building a stronger local food system. The City of Salem was the first community in MA to pass a 100% clean energy resolution (2016). Growing food locally and sustainably cuts down on carbon emissions from transporting food, as well as the use of destructive chemicals that are a part of large-scale food production operations. Urban agriculture also provides carbon sequestration, restores degraded soils, minimizes nutrient runoff & erosion and increases microbial activity and soil biodiversity.

Given the many proven benefits of urban agriculture on physical, economic and environmental health, this proposed ordinance seeks to expand agriculture in Salem by encouraging both commercial and backyard growers, and ensuring these activities remain compatible with their urban surroundings. Thank you for the opportunity to present and discuss this increasingly important topic.

Sincerely,

Kerry Murphy, City of Salem
Jack Nessen, City of Salem
Esmeralda Bisoño, City of Salem
Brittany Dolan, City of Salem
Russell Findley, City of Salem
Andy Varela, Maitland Mountain Farm
Patrick Schultz, Homegrown: Urban Abundance Gardening
Matthew Buchanan, HomeGrown: Urban Abundance Gardening
Jeff Cohen, Vice-Chair, Salem Sustainability and Resilience Committee
Deborah Jeffers, Salem Public Schools

**CITY OF SALEM URBAN AGRICULTURE
TABLE OF CONTENTS**

Section 1:	Purpose
Section 2:	Definitions
Section 3:	Use Regulations: Table of Principal and Accessory Use Regulations Urban Agriculture Principal Uses Urban Agriculture Accessory Uses

SECTION 1: STATEMENT OF PURPOSE:

An ordinance amending the Salem zoning ordinance to encourage agriculture in the city of Salem, adding definitions, and amending the table of uses and the footnotes to the table of uses to allow high yield food gardens and farms as accessory residential uses, and to allow community gardens, community farms and farming on municipal land.

SECTION 2: DEFINITIONS

Agricultural use, nonexempt: Agricultural use of property not exempted by G.L. c. 40A, s. 3 and limited to the following: customary agricultural, horticultural and floricultural operations, provided that all the buildings combined shall not occupy a greater percentage of the lot area than listed in the Table of Dimensional Requirements

Accessory building: A subordinate building located on the same lot as the main, or principal building or principal use, the use of which is customarily incidental to that of the principal building or use of the land.

Agriculture, Urban (Urban Agriculture): An umbrella term that describes a range of food growing practices either for personal use, consumption or sale that may include the keeping of domestic fowl and honeybees, but does not include other livestock.

Aquaponics: Cultivation of fish and plants together in a constructed, re-circulating system using natural bacterial cycles to convert fish wastes to plant nutrients.

Arbor: An accessory structure consisting of an open frame, freestanding or attached to another structure, with horizontal and/or vertical latticework often used as a support for climbing food or ornamental crops.

Coldframe: A temporary, unheated outdoor structure built close to the ground, no higher than thirty-six inches (36") typically consisting of, but not limited to, a wooden or concrete frame and a top of grass or clear plastic, used for protecting seedlings and plants from cold weather.

Composting: a process of accelerated biodegradation and stabilization of organic material under controlled conditions yielding a product which can safely be used as fertilizer.

Coop: enclosed shelter that houses domesticated fowl.

Customary agricultural, horticultural and floricultural operations: Urban Agriculture activity for the purpose of growing or harvesting of agricultural, horticultural and floricultural crops, including but not limited to the production of eggs, milk, honey, or the carrying out of any other prescribed agricultural activity or process, for the primary purpose of making a profit, meeting a community need, or providing a livelihood. Does not include residential gardening or keeping of honeybees or domesticated fowl for personal consumption or use.

Domestic fowl: a breed of bird specialized for meat production and/or egg laying

Farm (verb): The cultivation and tillage of the soil, the production, planting, caring for, treating, growing and harvesting of any agricultural, aquaculture, floricultural or horticultural commodities, the keeping and raising of domestic fowl and/or honey bees, with sales and/or distribution subject to compliance of local, state, and federal regulations. Farming may be conducted on open land, in a greenhouse, in raised beds, in an enclosed building, or on the roof of a principal or accessory structure.

Farm, Commercial: Primary use of a lot is commercial urban agriculture.

Farm, Community: Operated by a nonprofit or municipality, on privately or publicly owned land, with the intent of producing food for the benefit of the community; revenue

from sales of any products grown or raised on a community farm must be used for the sole purpose of sustaining the community farm.

Farm, Roof: Urban agriculture on a roof of a principal or accessory structure

Farm, Yard: Urban agriculture on a residential yard. Sales subject to permit by the Zoning Board of Appeals and compliance with local, state and federal regulations.

Farm Stand: A temporary structure such as a table, stall or tent, operated by a sole vendor for the purpose of selling clean, whole, unprocessed produce, eggs, or honey cultivated on site.

Farm Structures: Structures that may be temporary or permanent and include, but are not limited to, sheds (tool and packing), compost bins, shade pavilions, Farm Stands, trellises or other vertical supports for growing crops, and structures used to extend the growing season such as Greenhouses, Hoop houses, Coldframes, Freight Containers, and similar structures.

Freight Farm: standardized reusable steel box previously used for the storage and movement of materials and products within an intermodal freight transport system and repurposed for a Controlled Environment Agriculture (CEA) use, such as Hydroponics and/or Aquaponics.

Garden, community: Gardens operated by a nonprofit or municipality on privately or publicly owned land, with a primary purpose of providing space for members of the community to grow plants for beautification, recreation, donation and/or consumption for personal use. Community gardens may be divided into separate plots for cultivation by one or more individuals or may be farmed collectively by members of the group and may include common areas maintained or used by group members.

Garden, home/yard: An accessory use on a residential lot to grow plants for consumption, beautification, recreation, and consumption for personal use. The garden may be outdoors, in accessory greenhouses or on the roof of a structure. The ownership, care and control is the responsibility of a resident of the dwelling on the lot. Sales are prohibited.

Greenhouse: A temporary structure, primarily constructed of a frame and transparent plastic material, in which temperature and humidity can be controlled for the cultivation or protection of plants or other agricultural products. All greenhouse structures are subject to setback and building code requirements.

Honeybee: A common domestic bee, *Apis mellifera* species.

Hoop house: A temporary structure typically made of, but not limited to flexible PVC piping or other material covered with translucent plastic, constructed in a "half-round" or "hoop" shape, for the purposes of growing food or ornamental crops.

Hydroponics: The cultivation of plants in nutrient solution rather than soil.

Livestock : Any domestic animals raised for home use, consumption, or profit, such as horses, pigs, llamas, goats, fowl, sheep, buffalo, and cattle.

Raised Bed: method of cultivation in which soil is placed over a geotextile barrier, and raised and formed into three (3) to four (4) foot wide mounds. The soil may be enclosed by a frame generally made of untreated wood. Raised beds are not considered a Structure.

Run : An outdoor enclosure generally made of wire mesh.

SECTION 3.0: USE REGULATIONS

Table of Uses is hereby amended as follows:

3.1 - PRINCIPAL USES

Except as provided by law or in this Ordinance in each district, no building or structure shall be constructed, used or occupied, nor shall land be used or occupied, except for the purposes permitted as set forth in the accompanying Table of Principal and Accessory Use Regulations.

of products for sale must be grown on site:											
a. less than 5,000 s.f. of gross floor area	N	N	N	N	Y	Y	Y	Y	Y	Y	
b. 5,000 to 9,999 s.f. of gross floor area	N	N	N	N	Y	Y	Y	Y	Y	Y	
c. 10,000 s.f. or more of gross floor area	N	N	N	N	Y	Y	Y	Y	Y	Y	
3. Commercial farm and/or Greenhouse with keeping of honey bees and/or hens; at least 50% of products for sale must be grown on site:											
a. less than 5,000 s.f. of gross floor area	Y	Y	N	N	Y	Y	Y	Y	Y	Y	
C. COMMERCIAL USES	RC	R1	R2	R3	B1	B2	B4	B5	I	BPD	NRCC
b. 5,000 to 9,999 s.f. of gross floor area	Y	Y	N	N	Y	Y	Y	Y	Y	Y	
c. 10,000 s.f. or more of gross floor area	Y	Y	N	N	Y	Y	Y	Y	Y	Y	
Farm Stand, nonexempt; at least 50% of products for sale must be grown or produced on site	Y	Y	N	N	Y	Y	Y	Y	Y	Y	-

D. ACCESSORY USES	RC	R1	R2	R3	B1	B2	B4	B5	I	BPD	NRCC
Urban Agriculture:											
Customary agricultural, horticultural and floricultural operation; includes yard farms and roof farms (100% of products produced on-site)	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	-
Farm Stand	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	
Keeping of domestic fowl	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	-
Keeping of honey bees	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	-
Home/yard gardens	Y	Y	Y	Y	Y	N	N	N	N	N	-
Roof gardens	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	-

Urban Agriculture Use Categories

3.1 - PRINCIPAL USES

1. Exempt Uses

- a. Facilities for the sale of produce, and wine and dairy products, provided that during the months of June, July, August, and September of every year, or during the harvest season of the primary crop, the majority of such products for sale, based on either gross sales dollars or volume, have been produced by the owner of the land containing more than two acres in area on which the facility is located
 - i. Sales are subject to compliance with local, state and federal regulations
 - ii. May be conducted outdoors, in a greenhouse, or on the roof of a principal or accessory structure

2. Institutional Uses

- a. Community Garden
 - i. Sales, processing and storage of plants or plant products are prohibited on-site.
 - ii. Nonprofit community gardens on municipal land must sign a Memorandum of Understanding with the City of Salem.
- b. Community Farm
 - i. Must be operated by a nonprofit or municipality
 - ii. May be conducted outdoors, in a greenhouse, or on the roof of a principal or accessory structure
 - iii. All sales revenue must be used for the sole purpose of sustaining the farm
 - iv. Sales are subject to compliance with local, state and federal regulations

3. Commercial Uses

- a. Commercial farm
 - i. Sales are subject to compliance with local, state, and federal regulations.
 - ii. May be conducted outdoors, in a greenhouse, or on the roof of a principal or accessory structure.
 - iii. At least 50% of products for sale must be grown or produced on site

3.2 - ACCESSORY USES

Urban Agriculture is allowed as an Accessory Use in all zoning districts, provided that no Urban Agriculture activity shall be conducted, or Farm Structure erected, except in compliance with the provisions of this Article, provided, however, that the provisions of this Article shall not apply to any of the following:

1. Any Urban Agriculture activity for which appeal to the Zoning Board of Appeals has been made prior to the first notice of hearing for adoption of this Article, and provided that such Zoning relief has been or is thereafter granted by the Zoning Board of Appeals pursuant to such appeal; or
2. Any Urban Agriculture activity conducted or Farm Structure erected pursuant to a building permit issued prior to the first notice of hearing before the Zoning Board of Appeals for adoption of this article

Notwithstanding the above, any replacement of either such Urban Agriculture activity or Farm Structure described in this Article with another Urban Agriculture activity or Farm Structure must comply with all of the requirements of this Article:

1. All Urban Agriculture activities shall be subject to any applicable building code requirements and any applicable rules and regulations established by the Salem Board of Health
2. All the buildings combined shall not occupy a greater percentage of the lot area than listed in the Table of Dimensional Requirements.

The following accessory uses shall be permitted as set forth in the Table of Principal and Accessory Use Regulations.

1. Customary Agricultural, Horticultural and Floricultural Operations

On-site sale of agricultural products, including produce, honey or eggs, are subject to the following provisions:

- a. Retail sale display areas shall not exceed fifty square feet
- b. One farm stand is allowed per lot
- c. No sales display or structure shall be located on a public sidewalk, street or block vehicle and/or pedestrian flow
- d. Signage shall be limited to one (1) sign and not exceed six (6) square feet; signs shall not be illuminated or require electricity.
- e. Proof of annual soil testing must be posted during all sales of produce
- f. All products sold must be produced on-site
- g. Sales of products shall be permitted between the hours of 7:00am and 6:00pm.
- h.

2. Domestic Fowl

- a. Domestic fowl shall be kept per the Table of Principal and Accessory Use Regulations. Ownership, care and control of the fowl shall be the responsibility of a resident of the dwelling on the lot.
- b. If the keeper of the domestic fowl is not the lot owner, written permission from the lot owner permitting the keeping of fowl on the lot shall be attached to the permit application.
- c. Keeping of domestic fowl is subject to all applicable State and local laws and regulations including but not limited to an annual permit and one-time training certification provided by the Salem Board of Health.
- d. No roosters shall be kept under an Urban Agricultural use on lots in Salem.
- e. The on-site sale of eggs is subject to compliance with local state and federal regulations.
- f. Domestic fowl are not permitted within 20 feet of a front lot line.
- g. Dimensional Regulations
 - i. Maximum Height.
 1. Coop. Enclosed Coop space shall not exceed eight (8) feet in height.
 2. Run. Runs shall not exceed eight (8) feet in height.
 - ii. Size
 1. Coop. Coop space must allow a minimum of four (4) square feet per and one (1) nest box per three (3) Hens.
 2. Run. Runs must allow a minimum of four (4) square feet per fowl.
- h. Setback Requirements
 - i. No fixed coop or run shall be located nearer than five (5) feet to any principal building, including the principal building on an abutting lot, and no coop or run shall be located nearer than five (5) feet to any side or rear lot line. Side lots in this instance refer to a projected line starting from the front lot line, terminating at the rear lot line parallel ten (10) feet from the side lot line.
 - ii. Moveable coops (i.e. coops on wheels) are not subject to setback requirements.
 - iii. Any domestic fowl-keeping use or structure in existence prior to the adoption shall be allowed to continue, as per the zoning code

enforcement standards of other pre-existing nonconforming uses and structures. Any future alterations to applicable pre-existing uses or structures shall seek necessary approvals.

3. Honeybees

- a.** Honeybees shall be kept per the Table of Principal and Accessory Use Regulations. Ownership, care and control of the honeybees shall be the responsibility of a resident of the dwelling on the lot.
- b.** If the keeper of the bees is not the lot owner, written permission from the lot owner permitting the keeping of bees on the lot shall be attached to the permit application.
- c.** Keeping of honeybees is subject to all applicable State and local laws and regulations including but not limited to an annual permit and one-time training certification provided by the Salem Board of Health.
- d.** A maximum of 1 hive may be kept on a lot, with additional hives pending approval from the Salem Board of Health. Additional Board of Health regulations may further limit the number and/or manner of keeping of honeybees on lot.
- e.** Dimensional Regulations
 - i.** No Hive shall exceed five (5) feet in height and twenty (20) cubic feet in size on any Lot or roof.
- f.** Setback Requirements
 - i.** Where there is a wall, fence or similar barrier between the subject property and adjacent property, no setback from the property line is required. Where there is no wall, fence or similar barrier between subject property and adjacent property, Hives shall be set back five (5) feet from the property line.
 - ii.** No Hive shall be located closer than ten (10) feet from a public sidewalk.
- g.** Hive Placement and Flyways.
 - i.** For any ground level Hive that is within twenty (20) feet of the doors and/or windows of the principal building on an abutting Lot, either of the following conditions must exist:
 - ii.** The Hive opening must face away from doors and/or windows; or
 - iii.** A flyway of at least six (6) feet in height comprising of a lattice fence, dense hedge or similar barrier must be established in front of the opening of the Hive such that the honeybees fly upward and away from

neighboring properties. The flyway shall be located within three (3) feet of the entrance to the Hive and shall extend at least two (2) feet in width on either side of the Hive opening.

h. Specific Rooftop Beekeeping Requirements.

i. Dimensional Regulations.

1. No Hive shall exceed five (5) feet in height and twenty (20) cubic feet in size on any Lot or roof.

ii. Setback Requirements

1. Hives shall be set back six (6) feet from the edge of the roof.

iii. Hive Placement and Flyways.

1. For any roof level Hive that is within twenty (20) feet of the doors and/or windows of the principal building on an abutting Lot, either of the following conditions must exist:
 - a. The Hive opening must face away from doors and/or windows; or
 - b. A flyway of at least six (6) feet in height comprising of a lattice fence, dense hedge or similar barrier must be established in front of the opening of the Hive such that the honeybees upward and away from neighboring properties. The flyway shall be located within three (3) feet of the entrance to the Hive and shall extend at least two (2) feet in width on either side of the Hive opening.

4. Yard Farms

- a. Yard farms may be kept on residential properties only.
- b. Yard farms must be in compliance with all State and local laws and regulations.
- c. Ownership, care and control of the farm shall be the responsibility of a resident of the dwelling on the lot.
- d. Land devoted to agricultural use shall be well-maintained and free from debris, excessively tall weeds and grass.
- e. Yard farms may include raised beds, greenhouses, hoop houses and cold frames as accessory structures subject to applicable setbacks and dimensional regulations.
- f. Accessory structures to an agricultural use shall also be well-maintained.

5. Roof Farms

- a. Roof farms as an accessory use may be kept on residential properties only
- b. Roof farms must be in compliance with all State and local laws and regulations and must adhere to all building codes and structural requirements
- c. Ownership, care and control of the roof farm shall be the responsibility of a resident of the dwelling on the lot.

6. Farm Structures

- a. Farm structures such as arbors, greenhouses, hoop houses and cold frames, shall be allowed as accessory structures subject to the following provisions:
 - i. Green houses are allowed within any rear or side yard up to but not closer than five (5) feet from the lot line.
 - ii. Arbors, hoop houses and cold frames are allowed within any rear or side yard up to but not closer than one (1) foot from the lot line.
 - iii. Hoop houses, cold frames, arbors, greenhouses or other similar structures shall not exceed a maximum height of 15 feet and can not be taller than the primary structure; the covers shall be removed and stored when plants are not being cultivated or structure is not being used for domesticated fowl or other livestock.
 - iv. Farm structures shall be subject to any applicable State and local building code requirements.

7. Composting

- a. Accessory Composting shall be allowed per the Table of Principal and Accessory Use Regulations.
- b. Composting which is accessory to Customary Agricultural, Horticultural and Floricultural Operations is subject to regulation by the Massachusetts Department of Agricultural Resources (MDAR) under 330 CMR 25.00, Agricultural Composting Program.
- c. Composting must be contained within an enclosed bin that does not have direct contact with flammable materials.
- d. Dimensional Regulations
 - i. Maximum height of Composting structures or bins shall not exceed ten (10) feet.
- e. Setback Requirements

- i. Compost bins, structures and windrows shall be set back five (5) feet from all property lines.
 - ii. Compost bins, structures and windrows shall not be located in the front yard or in a side yard that abuts a street in all residential and commercial zones.
- f. Composting which is accessory to Customary Agricultural, Horticultural and Floricultural Operations shall be used primarily to support onsite operations and shall comprise no more than seven and a half (7 ½) percent of the Lot area.

City of Salem

In the Year Two Thousand and Twenty One

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

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

Section 1. Amending Chapter 42, Section 50B – “Handicapped Zones, Limited Time” is hereby amended by adding the following:

Upham Street – One Handicapped Parking Space to be added in front of #1 Upham Street, for a distance of twenty (20) feet.

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

In City Council January 28, 2021
Adopted for first passage by a roll call vote of 11 yeas, 0 nays and 0 absent
In City Council February 11, 2021
Adopted for second passage by a roll call vote of
Approved by the Mayor on

ATTEST:

ILENE SIMONS
CITY CLERK

City of Salem

In the Year Two Thousand and Twenty One

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

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

Section 1. Amending Chapter 42, Section 50B – “Handicapped Zones, Limited Time” is hereby amended by repealing the following:

Repeal – Friend Street – One Handicapped Parking Space in front of #8 Friend Street, for a distance of twenty (20) feet.

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

In City Council January 28, 2021

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

In City Council February 11, 2021

Adopted for second passage by a roll call vote of

Approved by the Mayor on

ATTEST:

ILENE SIMONS
CITY CLERK

City of Salem

In the Year Two Thousand and Twenty One

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

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

Section 1. Amending Chapter 42, Section 50B – “Handicapped Zones, Limited Time” is hereby amended by repealing the following:

Repeal – Hathorne Street – One Handicapped Parking Space in front of #72 Hathorne Street, for a distance of twenty (20) feet.

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

In City Council January 28, 2021
Adopted for first passage by a roll call vote of 11 yeas, 0 nays and 0 absent
In City Council February 11, 2021
Adopted for second passage by a roll call vote of
Approved by the Mayor on

ATTEST:

ILENE SIMONS
CITY CLERK