



CITY OF SALEM, MASSACHUSETTS

Kimberley Driscoll

Mayor

June 13, 2019

To the City Council
City Hall
Salem, Massachusetts

Ladies and Gentlemen of the Council:

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

Very truly yours,

A handwritten signature in black ink, reading "Kim Driscoll", written in a cursive style.

Kimberley Driscoll
Mayor



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

Mary E. Butler
Chief of Police

May 1, 2019

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

Re: Constable Application – George Hoxha

Dear Mayor Driscoll:

Mr. George Hoxha, of 52 Highland Avenue, Salem, MA, has submitted an application for re-appointment as a Constable with the City of Salem.

The required criminal indices checks on Mr. Hoxha were completed and no derogatory information that would preclude him from appointment has surfaced. On May 1, 2019, he was interviewed by me. During the interview he affirmed his responsibilities to comply with the requirements of the Salem City Ordinance, Chapter 32- Section 19 (as amended May 15, 2017).

Mr. Hoxha had been a Constable for Salem for almost 20 years (1998-2017). He is self-employed working investment properties and works as a Constable on a part-time basis. He has built up a list of clients with whom he does work regularly. He had a small lapse in his service due to a medical condition.

Mr. Hoxha has proper signatories and letters of support accompanying his application. He has an active License to Carry and does not carry a firearm when actively working as a Constable. He will be forwarding a letter to Topsfield and Salem Police Departments to advise of a change of address for his LTC.

Based on the information provided by Mr. Hoxha on his application, the results of his background check, his almost 20 years of service as a Constable, and my interview with him, I recommend Mr. Hoxha for reappointment and continued service as a Constable with the City of Salem.

Mr. Hoxha's application is hereby forwarded for your review, consideration and presentation to the City Council should you elect to re-appoint him. I am available for any questions at a time of your convenience.

Sincerely,

A handwritten signature in black ink, appearing to read "Mary E. Butler". The signature is fluid and cursive, with the first name "Mary" and last name "Butler" clearly distinguishable.

Mary E. Butler
Chief of Police

Enclosure: Constable Renewal Application

Cc: Constable File



United Casualty and Surety Insurance Company

292 Newbury Street #105, Boston, MA 02115

CONSTABLE BOND

Bond No. UCSX1X299

Principal (Constable): George Hoxha

Principal Mailing Address: 52 highland ave, Salem, MA 01970

Bond Period, From: May 22 2019 To: May 22 2022 12:01 AM at your mailing address as shown above.

In consideration of the agreed premium, United Casualty and Surety Insurance Company (the "Surety"), a corporation licensed and authorized to transact business in Massachusetts, and having a usual place of business in Boston, in the County of Suffolk and Commonwealth of Massachusetts, as Surety, are held and stand firmly bound and obliged unto:

Obligee: City of salem

Obligee Address: 93 Washington St Salem, MA, 01970 in the amount of \$ 5,000.00.

As Surety, we bind ourselves, our heirs, executors or administrator, successors and assigns jointly and severally by this Constable Bond.

WHEREAS, Principal has been duly appointed and confirmed a Constable of the Obligee in accordance with Massachusetts General Law Chapter 41, sections 91 through 95;

NOW THEREFORE, if the above-named Principal shall faithfully perform all the duties and obligations in the service of all civil processes committed to said Constable, observe all laws, statutes, rules or regulations applicable to said office, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

SIGNED, SEALED, AND DATED: May 22 2019



UNITED CASUALTY AND SURETY INSURANCE COMPANY

BY: Robert F. Thomas
Robert F. Thomas, Chief Operating Officer

WITNESS: Michael J. Scholl
Michael J. Scholl, President

BY: [Signature]
CONSTABLE/PRINCIPAL

WITNESS: [Signature]
WITNESS



CITY OF SALEM, MASSACHUSETTS

Kimberley Driscoll
Mayor

Office of the Mayor

June 13, 2019

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

Ladies and Gentlemen of the City Council:

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

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

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

Very truly yours,

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

June 13, 2019

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

Ladies and Gentlemen of the City Council:

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

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

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

Very truly yours,

Kimberley Driscoll
Mayor
City of Salem



CITY OF SALEM, MASSACHUSETTS

Kimberley Driscoll
Mayor

Office of the Mayor

June 13, 2019

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

Ladies and Gentlemen of the City Council:

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

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

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

Very truly yours,

Kimberley Driscoll
Mayor
City of Salem



CITY OF SALEM, MASSACHUSETTS

Kimberley Driscoll
Mayor

Office of the Mayor

June 13, 2019

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

Ladies and Gentlemen of the City Council:

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

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

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

Very truly yours,

Kimberley Driscoll
Mayor
City of Salem



CITY OF SALEM, MASSACHUSETTS

Kimberley Driscoll
Mayor

Office of the Mayor

June 13, 2019

Honorable Salem City Council
Salem City Hall
Salem, MA 01970

Ladies and Gentlemen of the Council:

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

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

Sincerely,

Kimberley Driscoll
Mayor
City of Salem



CITY OF SALEM

In City Council,

Ordered:

June 13, 2019

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



Kimberley Driscoll
MAYOR

Trish O'Brien
Superintendent

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

May 30, 2019

Dear Mayor Driscoll:

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

Sincerely,

A handwritten signature in black ink, appearing to read "Tricia O'Brien", followed by a large, stylized "O" and a flourish.

Tricia O'Brien
Superintendent
Park, Recreation & Community Service



CITY OF SALEM, MASSACHUSETTS

Kimberley Driscoll
Mayor

Office of the Mayor

June 13, 2019

Honorable Salem City Council
Salem City Hall
Salem, MA 01970

Ladies and Gentlemen of the Council:

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

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

Sincerely,

A handwritten signature in black ink, reading "Kim Driscoll".

Kimberley Driscoll
Mayor
City of Salem



CITY OF SALEM

In City Council,

Ordered:

June 13, 2019

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



CITY OF SALEM, MASSACHUSETTS

Kimberley Driscoll

Mayor

June 13, 2019

To the City Council
City Hall
Salem, Massachusetts

Ladies and Gentlemen of the Council:

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

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

I recommend passage of the accompanying Order.

Very truly yours,

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

Kimberley Driscoll
Mayor



CITY OF SALEM

In City Council,

Ordered:

June 13, 2019

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

CITY OF SALEM – Finance Department

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

From: City Clerk's Office None 5-28-19
 Department Department Head Authorizing Signature Date

Budget or R/Res Budget Amt: \$ 3,000.00
Transfers To: 11 611-5131 Desc: OIT Salary City Clerk Balance: \$ 32,65
 (Org/Object)
 From: 11621-5111 Desc: PIT Salaries Elections Budget Amt: 100 314.67
 (*Note - Please include letter to Mayor for Transfers from different Personnel & Non-personnel lines) Balance: 24,187.96

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

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

Amount Requested: \$ 3,000.00
 Reason (Be Specific) to cover OIT costs for the remaining 5 weeks

For Finance Department and Mayor's Use Only:

_____ Budget Transfer _____ Mayor Approval _____ City Council Approval

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

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

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

_____ Raise & Appropriate _____ Other _____

Recommendation: _____ Approved _____ Denied

[Signature]
 Finance Director

Completed: Date: _____ By: _____ CO # _____ JE#: _____ Transfer #: _____

City of Salem, Massachusetts
Office of the City Clerk

Ilene Simons
City Clerk



Room 1
City Hall

May 23, 2019

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

Dear Mayor Driscoll:

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

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

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


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

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

If you have any questions, please contact me.

Thank you for your consideration and assistance in this matter.

Sincerely,


Ilene Simons
City Clerk



CITY OF SALEM, MASSACHUSETTS

Kimberley Driscoll

Mayor

June 13, 2019

To the City Council
City Hall
Salem, Massachusetts

Ladies and Gentlemen of the Council:

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

This request is necessary to cover personnel changes.

I recommend passage of the accompanying Order.

Very truly yours,

A handwritten signature in cursive script, reading "Kim Driscoll".

Kimberley Driscoll
Mayor



CITY OF SALEM

In City Council,

Ordered:

June 13, 2019

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

CITY OF SALEM - Finance Department

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

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

Budget or R/Res Budget Amt: 292,101.76
Transfers To: 11611-5111 Desc: Full-time Salaries Balance: 41,230.15
 (Org/Object) City Clerk
 From: 11621-5111 Desc: F/T Salary Etc Balance: 106,314.67
 (*Note - Please include letter to Mayor for Transfers from different Personnel & Non-personnel lines) 24,187.96

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

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

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

For Finance Department and Mayor's Use Only:

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

Recommendation: _____ Approved _____ Denied

[Signature]
 Finance Director

Completed: Date: _____ By: _____ CO # _____ JE#: _____ Transfer #: _____

City of Salem, Massachusetts
Office of the City Clerk

Ilene Simons
City Clerk



Room 1
City Hall

May 23, 2019

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

Dear Mayor Driscoll:

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

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

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


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

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

If you have any questions, please contact me.

Thank you for your consideration and assistance in this matter.

Sincerely,


Ilene Simons
City Clerk



CITY OF SALEM, MASSACHUSETTS

Kimberley Driscoll
Mayor

June 13, 2019

To the City Council
City Hall
Salem, Massachusetts

Ladies and Gentleman of the Council:

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

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

I recommend passage of the accompanying Order.

Very truly yours,

A handwritten signature in cursive script, appearing to read "Kim Driscoll", is written over the printed name.

Kimberley Driscoll
Mayor

KD/jaw



CITY OF SALEM

In City Council,

Ordered:

June 13, 2019

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




Kimberley Driscoll
Mayor

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

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

MEMORANDUM

June 3, 2019

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

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

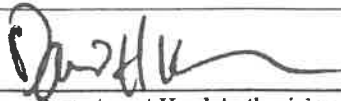
If you have any questions, or require additional information, please call. The Engineering Department will be available to meet with the City Council to discuss this request.

Cc: Laurie Giardella, Finance Director

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

From: 235 – Engineering

Department



Department Head Authorizing Signature

6-3-19

Date

Budget or R/Res

Budget Amt: _____

Transfers

To :

(Org/Object)

Desc: _____

Balance: _____

Budget Amt: _____

From :

Desc: _____

Balance: _____

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

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

Budget Amt: \$240,000.00

Free Cash or To : 610132-5211

Desc: electricity – pump stations

Balance: \$4,034.64

Retained Earnings (W/S) (Org/Object)

Raise & Appropriate

Please circle one

Amount Requested: \$53,000

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

For Finance Department and Mayor's Use Only:

_____ Budget Transfer

_____ Mayor Approval

_____ City Council Approval

_____ Free Cash Appropriation – City Council Approval – Gen Fund \$ _____

Free Cash Balance

_____ R/E Appropriation – Water \$ _____
R/E Balance

_____ R/E Appropriation Sewer \$ _____
R/E Balance

_____ Receipts Reserve – City Council Approval

\$ _____
R/Res Fund Balance

_____ Raise & Appropriate

_____ Other

Recommendation: _____ Approved _____ Denied


Finance Director

Completed: Date: _____ By: _____ CO # _____ JE#: _____ Transfer #: _____



CITY OF SALEM, MASSACHUSETTS

Kimberley Driscoll
Mayor

Office of the Mayor

June 13, 2019

Honorable Salem City Council
Salem City Hall
Salem, MA 01970

Ladies and Gentlemen of the Council:

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

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

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

Sincerely,

Kimberley Driscoll
Mayor
City of Salem



CITY OF SALEM

In City Council,

Ordered:

June 13, 2019

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



CITY OF SALEM

LEGAL DEPARTMENT

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

KIMBERLEY DRISCOLL
MAYOR

ELIZABETH RENNARD, ESQ.
CITY SOLICITOR

VICTORIA CALDWELL, ESQ.
ASST. CITY SOLICITOR

June 13, 2019

The Honorable Kimberley Driscoll
City Hall
Salem, MA 01970

Dear Mayor Driscoll:

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

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

Thank you for your consideration of this request.

Sincerely,

Elizabeth Rennard

CITY OF SALEM – Finance Department

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

From: Legal
Department

[Signature]
Department Head Authorizing Signature

June 13, 2019
Date

Budget or R/Res

Transfers

To :

(Org/Object)

Desc:

Budget Amt: _____

Balance: _____

Budget Amt: _____

From :

Desc:

Balance: _____

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

Current Balance in Receipts Reserved Fund Above (if applicable) - \$ _____

Date: _____

Free Cash or

To :

118 12

Desc:

5303

Budget Amt: 50,000

Balance: 3,300.07

Retained Earnings (W/S) (Org/Object)

Raise & Appropriate

Please circle one

Amount Requested:

\$

7,000

Reason (Be Specific)

Trial expense - Bertuccio

For Finance Department and Mayor's Use Only:

_____ Budget Transfer

_____ Mayor Approval

_____ City Council Approval

_____ Free Cash Appropriation – City Council Approval – Gen Fund \$ _____

Free Cash Balance

_____ R/E Appropriation –Water \$ _____

R/E Balance

_____ R/E Appropriation Sewer \$ _____

R/E Balance

_____ Receipts Reserve – City Council Approval

\$ _____

R/Res Fund Balance

_____ Raise & Appropriate

_____ Other _____

Recommendation: _____ Approved _____ Denied

Finance Director

Completed: Date: _____ By: _____ CO # _____ JE#: _____ Transfer #: _____



CITY OF SALEM, MASSACHUSETTS

Kimberley Driscoll
Mayor

June 13, 2019

To the City Council
City Hall
Salem, Massachusetts


Ladies and Gentlemen of the Council:

Enclosed herewith is a request for an appropriation of Thirty Thousand Dollars (\$30,000.00) from the "Fund Balance Reserved for Appropriation – Free Cash account (1-3245) to the "DPS Tree Planting and Removal Account (14112-5391)

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

I recommend passage of the accompanying Order.

Very truly yours,


Kimberley Driscoll
Mayor



CITY OF SALEM

In City Council,

Ordered:

June 13, 2019

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



Kimberley Driscoll
Mayor

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

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

MEMORANDUM

June 3, 2019

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

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

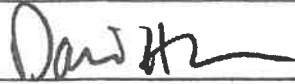
If you have any questions, or require additional information, please call. The DPS Department will be available to meet with the City Council to discuss this request.

Cc: Laurie Giardella, Finance Director

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

From: 230 – DPS

Department



Department Head Authorizing Signature

6-3-19

Date

Budget or R/Res

Budget Amt: _____

Transfers

To :

(Org/Object)

Desc: _____

Balance: _____

Budget Amt: _____

From :

Desc: _____

Balance: _____

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

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

Budget Amt: \$125,000.00

Free Cash or To : 14112-5391

Desc: tree planting and removal Balance: \$0.00

Retained Earnings (W/S) (Org/Object)

Raise & Appropriate

Please circle one

Amount Requested: \$30,000.00

Reason (Be Specific) see attached – city-wide tree stump removals

–

For Finance Department and Mayor's Use Only:

_____ Budget Transfer _____ Mayor Approval _____ City Council Approval

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

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

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

_____ Raise & Appropriate _____ Other _____

Recommendation: _____ Approved _____ Denied


 Finance Director

Completed: Date: _____ By: _____ CO # _____ JE#: _____ Transfer #: _____



CITY OF SALEM, MASSACHUSETTS

Kimberley Driscoll
Mayor

Office of the Mayor

June 13, 2019

Honorable Salem City Council
Salem City Hall
Salem, MA 01970

Ladies and Gentlemen of the Council:

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

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

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

Sincerely,

Kimberley Driscoll
Mayor
City of Salem



CITY OF SALEM

LEGAL DEPARTMENT

93 WASHINGTON STREET ♦ SALEM, MASSACHUSETTS 01970

TEL: 978-745-9595 ♦ FAX: 978-744-1279

KIMBERLEY DRISCOLL
MAYOR

ELIZABETH RENNARD, ESQ.
CITY SOLICITOR

VICTORIA CALDWELL, ESQ.
ASST. CITY SOLICITOR

June 13, 2019

The Honorable Kimberley Driscoll
City Hall
Salem, MA 01970

Dear Mayor Driscoll:

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

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

Thank you for your consideration of this request.

Sincerely,

Elizabeth Rennard



CITY OF SALEM, MASSACHUSETTS

Kimberley Driscoll
Mayor

Office of the Mayor

June 13, 2019

Honorable Salem City Council
Salem City Hall
Salem, MA 01970

Ladies and Gentlemen of the Council:

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

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

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

Sincerely,

Kimberley Driscoll
Mayor
City of Salem



CITY OF SALEM

In City Council,

Ordered:

June 13, 2019

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




Kimberley Driscoll
Mayor

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

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

MEMORANDUM

June 3, 2019

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

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

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

Cc: Laurie Giardella, Finance Director



CITY OF SALEM, MASSACHUSETTS

Kimberley Driscoll
Mayor

Office of the Mayor

June 13, 2019

Honorable Salem City Council
Salem City Hall
Salem, MA 01970

Ladies and Gentlemen of the Council:

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

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

Sincerely,

Kimberley Driscoll
Mayor
City of Salem



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

Mary E. Butler
Chief of Police

May 20, 2019

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

Re: Declaration of Vehicles for Surplus

Dear Mayor Driscoll:

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

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

Sincerely,


Mary E. Butler
Chief of Police

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

Out of Service Inventory

- MunicipiD

5/14/19
2/26/2019

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



CITY OF SALEM

In City Council, June 13th, 2018

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



CITY OF SALEM, MASSACHUSETTS

Kimberley Driscoll
Mayor

Office of the Mayor

June 13, 2019

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

Ladies and Gentlemen of the City Council:

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

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

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

Very truly yours,

Kimberley Driscoll
Mayor
City of Salemp

Application for Federal Assistance SF-424

*** 1. Type of Submission:**

- ☐ Preapplication
☒ Application
☐ Changed/Corrected Application

*** 2. Type of Application:**

- ☒ New
☐ Continuation
☐ Revision

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

*** Other (Specify):**

*** 3. Date Received:**

4. Applicant Identifier:

04-6001413

5a. Federal Entity Identifier:

5b. Federal Award Identifier:

State Use Only:

6. Date Received by State:

7. State Application Identifier:

8. APPLICANT INFORMATION:

*** a. Legal Name:**

City of Salem, MA

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

04-6001413

*** c. Organizational DUNS:**

1567710240000

d. Address:

*** Street1:**

98 Washington Street

Street2:

*** City:**

Salem

County/Parish:

*** State:**

MA: Massachusetts

Province:

*** Country:**

USA: UNITED STATES

*** Zip / Postal Code:**

01970/3526

e. Organizational Unit:

Department Name:

Planning & Community Developme

Division Name:

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

Prefix:

Mr.

*** First Name:**

Tom

Middle Name:

*** Last Name:**

Daniel

Suffix:

Title:

Director

Organizational Affiliation:

City of Salem, Dept. of Planning & Community Development

*** Telephone Number:**

978-619-5685

Fax Number:

*** Email:**

tdaniel@salem.com

Application for Federal Assistance SF-424

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

C: City or Township Government

Type of Applicant 2: Select Applicant Type:

Type of Applicant 3: Select Applicant Type:

* Other (specify):

* 10. Name of Federal Agency:

U. S. Department of Housing & Urban Development

11. Catalog of Federal Domestic Assistance Number:

14-218

CFDA Title:

Community Development Block Grant

* 12. Funding Opportunity Number:

14-218

* Title:

CDBG Program

13. Competition Identification Number:

Title:

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

Add Attachment

Delete Attachment

View Attachment

* 15. Descriptive Title of Applicant's Project:

Community Development Block Grant Program

Attach supporting documents as specified in agency instructions.

Add Attachments

Delete Attachments

View Attachments

Application for Federal Assistance SF-424**16. Congressional Districts Of:**

* a. Applicant

6th MA

* b. Program/Project

6th MA

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

Add Attachment

Delete Attachment

View Attachment

17. Proposed Project:

* a. Start Date:

07/01/2019

* b. End Date:

06/30/2020

18. Estimated Funding (\$):

* a. Federal

1,065,891.00

* b. Applicant

* c. State

* d. Local

* e. Other

* f. Program Income

100,000.00

* g. TOTAL

1,165,891.00

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

a. This application was made available to the State under the Executive Order 12372 Process for review on

☐

b. Program is subject to E.O. 12372 but has not been selected by the State for review.

☒

c. Program is not covered by E.O. 12372.

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

Yes

☒

No

If "Yes", provide explanation and attach

Add Attachment

Delete Attachment

View Attachment

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

☒ ** I AGREE

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

Authorized Representative:

Prefix:

* First Name:

Kimberley

Middle Name:

* Last Name:

Driscoll

Suffix:

* Title:

Mayor

* Telephone Number:

978-619-5600

Fax Number:

* Email:

mayor@saalem.com

* Signature of Authorized Representative:

* Date Signed:

07/01/2019



CITY OF SALEM

In City Council, June 13, 2019

Ordered:

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



CITY OF SALEM, MASSACHUSETTS

Kimberley Driscoll
Mayor

Office of the Mayor

June 13, 2019

Honorable Salem City Council
Salem City Hall
Salem, MA 01970

Ladies and Gentlemen of the Council:

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

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

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

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

Sincerely,

Kimberley Driscoll
Mayor
City of Salem



CITY OF SALEM

In City Council, June 13, 2019

Ordered:

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

VESSEL OPERATING AGREEMENT

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

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

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

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

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

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

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

ARTICLE 1 - TERM

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

ARTICLE 2 - OPERATIONS

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

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

ARTICLE 3 - VESSEL

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

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

- 3.2 The ***Bareboat Charter Party*** entered into by The Parties on this date is incorporated by reference herein and is intended to operate in conjunction with this Agreement to provide the intended service(s) described herein. Both agreements are inter-dependent and are subject to mutual continuation, cancellation or termination as the case may require. The Parties intend that neither agreement should continue if the other agreement is cancelled or terminated.
- 3.3 The Charterer, at its expense, shall provide all required insurance coverage in accordance with the Bareboat Charter Party, Article 10, and during the term of the Charter insure continued U.S. Coast Guard documentation and certification for the vessel in accordance with Article 9. Charterer shall provide evidence of valid USCG Certificate of Inspection and shall maintain full certification for the duration of this Agreement.
- 3.4 The Owner reserves the right, subject to the ***Bareboat Charter Party*** incorporated herein, to transfer, substitute, repair, and/or retire the Vessel supplied to the Charterer as necessary. To the extent that the Owner fails to make available the Vessel to the Charterer to perform the service(s) during any Charter/Term period, the Charterer may reduce the level of service for that period or allow the Charterer to substitute additional Charterer supplied vessels. Should the Owner fail to provide the Vessel necessary for the operation of the service(s), the Charterer's obligation to pay charter hire shall be governed by the ***Bareboat Charter Party*** provisions.
- 3.5 Upon completion, cancellation or termination of this Agreement, any Owner assets used by the Charterer, except the trailer and restrooms referred to in Paragraph 15.2 of this Vessel Operating Agreement, shall be returned to the Owner substantially in the conditions received, except for reasonable wear and tear.
- 3.6 The Charterer shall permit the Owner, or its designated representative or other guest to make scheduled inspections of the assets used by the Charterer in providing the service(s). Vessel inspections shall be governed by the terms and conditions of the Bareboat Charter Party.
- 3.7 The Charterer hereby warrants that the Vessel shall be used to fulfill all obligations set forth under the terms of this Vessel Operating Agreement. No unauthorized service(s) is permitted here under. The Vessel shall not be operated beyond the limits established in the applicable policies of insurance as hereinafter set forth, or the vessel's licensed waters.
- 3.8 The Charterer shall have the exclusive right to possession and control of the Vessel and shall be responsible for the Vessel during periods of non-employment and lay-up.

ARTICLE 4 – FERRY SCHEDULES

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

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

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

ARTICLE 5 – FARES

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

ARTICLE 6 - AMENDMENTS

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

ARTICLE 7 - TERMINATION

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

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

ARTICLE 8 - SUSPENSION

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

ARTICLE 9 - ASSIGNMENT

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

ARTICLE 10 - REPORTS

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

ARTICLE 11 - SAFETY

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

ARTICLE 12 - COMPLIANCE

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

ARTICLE 13 - INSURANCE

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

ARTICLE 14 – CHOICE OF LAW AND FORUM

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

ARTICLE 15 - SALEM SHORESIDE

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

ARTICLE 16 - THIRD PARTIES

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

ARTICLE 17 - INVALID PROVISIONS

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

ARTICLE 18 - NON-WAIVER

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

ARTICLE 19 - DISPUTES

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

ARTICLE 20 - AUTHORIZATION

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

ARTICLE 21 - NOTICE

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

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

And

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

And

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

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

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

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

ARTICLE 22 - HEADINGS

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

ARTICLE 23 - CHARTERER'S STATUS

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

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

CITY OF SALEM
(as Owner)

By: Kimberly Driscoll
Its: Mayor

NOLAN ASSOCIATES, LLC

(as Charterer)

By: Alison Nolan
Its: Principal

EXHIBIT A

SCHEDULE

2019 Salem Ferry Schedule May 18 – June 27:

Daily/Weekend Schedule

Monday - Friday

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

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

Saturday/Sunday

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

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

2019 Salem Ferry Schedule

June 28 – October 31:

Daily/Weekend Schedule Monday - Friday

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

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

Saturday/Sunday

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

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

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

EXHIBIT B

ADULTS:

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

SENIORS

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

CHILD (3-11)

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

10-RIDE PASS***

Non-Commuter \$200 Commuter \$72

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

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

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

BAREBOAT CHARTER PARTY

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

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

1. Vessel

The Owner agrees to supply the following vessel:

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

2. Delivery

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

3. Vessel's Class and Condition

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

4. Vessel's Accommodation

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

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

5. Service and Trading Limits

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

6. Charterer's and Master's Authority

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

7. Hire

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

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

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

8. Payment of Hire and Other Charges

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

9. Charterer's Obligations

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

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

10. Insurance

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

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

11. Embarkation of Passengers

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

12. Redelivery

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

13. Bareboat Charter Only

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

14. Prohibition of Maritime Liens

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

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

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

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

15. Passengers’ Carry-On Baggage/Luggage

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

16. Charterers’ Liabilities

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

17. Vessel Maintenance Obligations

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

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

18. Salvage

Any salvage recoveries are for the Charterer's account.

19. Loss of Vessel

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

20. Termination

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

21. Assignment and Sub-chartering

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

22. Limitation of Liabilities

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

23. Force Majeure

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

24. War Risks

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

25. Governing Law and Forum

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

26. Notices

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

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

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

And

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

And

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

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

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

Boston Harbor Cruises
One Long Wharf
Boston, MA 02110

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

27. Entire Agreement

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

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

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

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

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

28. Broker

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

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

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

CITY OF SALEM
(as Owner)

By: Kimberly Driscoll
Its: Mayor

NOLAN ASSOCIATES, INC.
(as Charterer)

By: Alison Nolan
Its: Principal

EXHIBIT C

PAYMENTS

The annual payments below are based on gross revenue targets.

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

EXHIBIT D

CAPITAL EXPENSE ITEMS

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

CAPITAL EXPENSE ACCOUNT INFORMATION???



CITY OF SALEM, MASSACHUSETTS

Kimberley Driscoll
Mayor

Office of the Mayor

June 13, 2019

Honorable Salem City Council
Salem City Hall
Salem, MA 01970

Ladies and Gentlemen of the Council:

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

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

Sincerely,

Kimberley Driscoll
Mayor
City of Salem



CITY OF SALEM, MASSACHUSETTS

FIRE DEPARTMENT

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

FIRE PREVENTION
BUREAU
978-745-7777

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

June 7, 2019

Honorable Mayor Kimberley Driscoll,

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

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

Respectfully,

John G. Giunta
Chief of Department
Salem Fire

City of Salem

In the year Two Thousand and Nineteen

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

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

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

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

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

Section 20-126. Code of Massachusetts Regulation Reference.

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

Section 20-127. Definitions.

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

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

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

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

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

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

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

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

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

IMPORTANT NOTICE BEFORE PURCHASE OR USE

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

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

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

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

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

(a) Non-Commercial Use

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

(b) Commercial Use

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

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

(a) LP-Gas Operated Grills

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

(b) Solid Fueled & Charcoal Grills

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

Section 20-132. Penalties.

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

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



CITY OF SALEM, MASSACHUSETTS

Kimberley Driscoll
Mayor

Office of the Mayor

June 13, 2019

Honorable Salem City Council
Salem City Hall
Salem, MA 01970

Ladies and Gentlemen of the Council:

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

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

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

Sincerely,

Kimberley Driscoll
Mayor
City of Salem

City of Salem

In the year Two Thousand and Nineteen

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

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

Section 1.

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

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

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



CITY OF SALEM, MASSACHUSETTS

Kimberley Driscoll
Mayor

Office of the Mayor

June 13, 2019

Honorable Salem City Council
Salem City Hall
Salem, MA 01970

Ladies and Gentlemen of the Council:

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

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

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

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

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

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

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

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

Sincerely,

A handwritten signature in black ink that reads "Kim Driscoll". The signature is written in a cursive, flowing style.

Kimberley Driscoll
Mayor
City of Salem

City of Salem

In the year Two Thousand and Nineteen

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

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

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

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

1. Purpose.

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

2. Procedure.

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

3. Application

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

- b. Be signed by one hundred (100) percent of the record title ownership interest of the principal dwelling and shall include a copy of the deed to the applicant.
- c. Include a floor plan of the accessory living area, the principal dwelling where it is to be located and all elevations. All plans shall be drawn to scale and identify the existing structure and proposed modifications to create the accessory living area.

B. The Application for the Building Permit shall:

- a. Be signed by one hundred (100) percent of the record title ownership interest of the principal dwelling and shall include a copy of the deed to the applicant.
- b. Include a floor plan of the accessory living area, the principal dwelling where it is to be located and all elevations. All plans shall be drawn to scale and identify the existing structure and proposed modifications to create the accessory living area.

4. Requirements.

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

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

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

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



CITY OF SALEM, MASSACHUSETTS

Kimberley Driscoll
Mayor

Office of the Mayor

June 13, 2019

Honorable Salem City Council
Salem City Hall
Salem, MA 01970

Ladies and Gentlemen of the Council:

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

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

Sincerely,

A handwritten signature in black ink, appearing to read "Kim Driscoll", is written over a light blue horizontal line.

Kimberley Driscoll
Mayor
City of Salem

City of Salem

In the year Two Thousand and Nineteen

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

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

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

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

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



CITY OF SALEM, MASSACHUSETTS

Kimberley Driscoll
Mayor

Office of the Mayor

June 13, 2019

Honorable Salem City Council
Salem City Hall
Salem, MA 01970

Ladies and Gentlemen of the Council:

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

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

Sincerely,

Kimberley Driscoll
Mayor
City of Salem

City of Salem

In the year Two Thousand and Nineteen

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

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

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

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

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



CITY OF SALEM, MASSACHUSETTS

Kimberley Driscoll
Mayor

Office of the Mayor

June 13, 2019

Honorable Salem City Council
Salem City Hall
Salem, MA 01970

Ladies and Gentlemen of the Council:

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

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

Sincerely,

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

Kimberley Driscoll
Mayor
City of Salem



CITY OF SALEM, MASSACHUSETTS

In City Council, June 13, 2019

Resolved

A RESOLUTION TO RECOGNIZE NATIONAL GUN VIOLENCE AWARENESS DAY

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

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

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

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

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

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

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