



**CITY OF MELROSE**  
**APPROPRIATIONS COMMITTEE**  
**MINUTES • NOVEMBER 8, 2021**

Web-based remote meeting  
, Melrose, MA 02176

Remote meeting

6:32 PM

The public should take notice that the Melrose City Council may, on certain occasions, have a quorum in attendance due to standing committees of the City Council consisting of both voting and non-voting members. Members attending this duly posted meeting are participating and deliberating only in conjunction with the business of the standing committee.

## I. CALL TO ORDER

| Attendee Name       | Title                 | Status  | Arrived |
|---------------------|-----------------------|---------|---------|
| Jeff McNaught       | Chair                 | Present |         |
| Jack Eccles         | Vice Chair            | Late    | 6:35 PM |
| John N. Tramontozzi |                       | Present |         |
| Shawn M. MacMaster  |                       | Present |         |
| Mark Garipay        |                       | Present |         |
| Jen Grigoraitis     |                       | Present |         |
| Leila Migliorelli   |                       | Present |         |
| Robb Stewart        |                       | Present |         |
| Cory Thomas         |                       | Present |         |
| Maya Jamaledine     |                       | Present |         |
| Christopher Cinella | President, ex officio | Present |         |

C2O App

The Appropriations Committee is called to order by Chair McNaught. This meeting is recorded and may be viewed on [www.mmtv3.org](http://www.mmtv3.org)

## II. PUBLIC COMMENT

**Motion:** Public Comment

Without objection, Chair McNaught opens public comment.

No one comes forward.

Without objection, Chair McNaught closes public comment.

## III. ORDERS

**Motion:** Suspend the Rules

Motion: Suspend the Rules

Without objection, Chair McNaught suspends the rules.

**1. ORDER-2022-40 : Title III b Grant Award FY22***From: City Council*

ASSIGNED TO COMMITTEE

Director Stacey Minchello speaks about a grant that she has applied for from the federal government. The grant as awarded to the Council in Aging totals \$6,200.00 and is designed to expand social programming and to promote different events. The objective of this grant is to reach out to undeserved populations. Councillor Jamaledidine inquires about the plan for outreach and what it entails. Director Minchello indicates that the Council on Aging has become very popular in recent years. The Council offers free newsletters and this years subscription is at 1000 compared to 300 last year. Councillor Jamaledidine asks how the Council intends to target the LGBTQ community. Director Minchello indicates that she has received some feedback from the Fenway Group in Boston. Among these is the placement of the rainbow flag outside the senior center. Moreover, the creation of rainbow events has sparked interest and had led to questions from the seniors.

Councilor Thomas asks about the community meal program and where it stands. Director Minchello explains that many seniors miss the program and are not happy to see it go. However, a community dinner can be put together at the senior center. Given that we would have to follow the rules of this grant this would need to be open to all ages. As such, if we have a dinner at the senior center it becomes exclusive as it is viewed as seniors only event. We can speak with the administration to bring the dinner to a different community setting so that those underage and others feel comfortable going.

|                  |                                                                                                                     |
|------------------|---------------------------------------------------------------------------------------------------------------------|
| <b>RESULT:</b>   | <b>RECOMMEND PASSAGE [UNANIMOUS]</b>                                                                                |
| <b>TO:</b>       | City Council                                                                                                        |
| <b>MOVER:</b>    | Mark Garipay                                                                                                        |
| <b>SECONDER:</b> | John N. Tramontozzi                                                                                                 |
| <b>AYES:</b>     | McNaught, Eccles, Tramontozzi, MacMaster, Garipay, Grigoraitis, Migliorelli, Stewart, Thomas, Jamaledidine, Cinella |

**2. ORDER-2022-42 : An Appropriation in the amount of \$317,693.00 from the Contract Stabilization Fund, (84042-590000) to the Fire Department Salary & Wage and Overtime Accounts (012211-511000 & 012211-513000). These funds are for Year 1 (FY21) and Year 2 (FY22) of the recently executed 3 Year Collective Bargaining Agreement.***From: City Council*

ASSIGNED TO COMMITTEE

CFO Patrick Dello Russo speaks about the funding for the fire department and a sister contract (the next agenda order) that provides funding through the ambulance enterprise fund. Both of these contracts serve collective bargaining efforts. Should the appropriation of \$317,693 be approved, the balance of the Fire Department stabilization fund would be \$815,982.29. As for the ambulance enterprise fund, if the \$46,863 is approved, the balance would be \$104,719.18.

City Solicitor Phillips explains that an agreement was reached on this contract prior to arbitration. Both parties agreed to the contract on September 29th when it was ratified by Local 617. This contract includes a 2% wage increase between 2020 and 2022. Additionally, this contract allows for mid career step increases that firefighters would receive on their 10th, 15th and 20th year of service to the department. In addition, the city received two other non financial terms involving overtime and sick leave.

Fire Chief Ed Collina highlights that this agreement took 18 months to reach and that this agreement is in line with other cities and towns.

Councilor MacMaster asks about the time frame of the contract. Solicitor Phillips indicates that this contract runs from July 1, 2020 though June 30, 2022. Vice Chair Eccles asks if another movement of funds will be needed for year three or if this will be funded from the city's operating budget. CFO Dello Russo indicates that year three will be funded from the operating budget. Vice Chair Eccles also inquires if the final collective bargaining agreement will be posted on the city's website. Solicitor Phillips indicates once finalized, the agreement will be posted on the Melrose city website.

|                  |                                                                                                                   |
|------------------|-------------------------------------------------------------------------------------------------------------------|
| <b>RESULT:</b>   | <b>RECOMMEND PASSAGE [UNANIMOUS]</b>                                                                              |
| <b>TO:</b>       | City Council                                                                                                      |
| <b>MOVER:</b>    | Mark Garipay                                                                                                      |
| <b>SECONDER:</b> | Christopher Cinella, President, ex officio                                                                        |
| <b>AYES:</b>     | McNaught, Eccles, Tramontozzi, MacMaster, Garipay, Grigoraitis, Migliorelli, Stewart, Thomas, Jamaledine, Cinella |

3. **ORDER-2022-46** : An Appropriation in the amount of \$46,863.00 from Ambulance Retained Earnings, (84182-590000) to the Ambulance Enterprise Salary & Wage and Overtime Accounts (650051-511000 & 650051-513000). These funds are for Year 1 (FY21) and Year 2 (FY22) of the recently executed 3 Year Collective Bargaining Agreement.

*From:* City Council

ASSIGNED TO COMMITTEE

See discussion on Order 2022-42.

|                  |                                                                                                                   |
|------------------|-------------------------------------------------------------------------------------------------------------------|
| <b>RESULT:</b>   | <b>RECOMMEND PASSAGE [UNANIMOUS]</b>                                                                              |
| <b>TO:</b>       | City Council                                                                                                      |
| <b>MOVER:</b>    | Mark Garipay                                                                                                      |
| <b>SECONDER:</b> | Jen Grigoraitis                                                                                                   |
| <b>AYES:</b>     | McNaught, Eccles, Tramontozzi, MacMaster, Garipay, Grigoraitis, Migliorelli, Stewart, Thomas, Jamaledine, Cinella |

#### IV. ADJOURNMENT

**Motion:** Adjourn

Motion: Adjourn

By: Vice Chair Eccles, Second: Councilor Migliorelli - motion carried.

Meeting adjourned at 6:57 p.m.

|                  |                                                                                                                   |
|------------------|-------------------------------------------------------------------------------------------------------------------|
| <b>RESULT:</b>   | <b>PASSED [UNANIMOUS]</b>                                                                                         |
| <b>MOVER:</b>    | Jack Eccles, Vice Chair                                                                                           |
| <b>SECONDER:</b> | Leila Migliorelli                                                                                                 |
| <b>AYES:</b>     | McNaught, Eccles, Tramontozzi, MacMaster, Garipay, Grigoraitis, Migliorelli, Stewart, Thomas, Jamaledine, Cinella |



## CITY OF MELROSE

### COUNCIL ON AGING

City Hall, 562 Main Street

Melrose, MA 02176

Telephone - 781-665-4304

**STACEY MINCHELLO**

***Executive Director***

To: Mayor Paul Brodeur  
 From: Stacey Minchello  
 Meeting Date: November 8, 2021  
 Subject: T3B grant award FY22  
 Order #: ORDER-2022-40

The Council on Aging respectfully requests acceptance of this grant in the amount of Six Thousand, Two Hundred and Twenty Dollars (\$6,220.00) to provide social activities and events for older adults. Said funds to be transferred into a dedicated fund account to be established by the Auditor's Office. There is a 15% in-kind match requirement that will be met with existing salaries.

**FINANCIAL IMPACT:**none

**RESULT:** RECOMMEND PASSAGE [UNANIMOUS]  
**MOVER:** Mark Garipay  
**SECONDER:** John N. Tramontozzi  
**AYES:** McNaught, Eccles, Tramontozzi, MacMaster, Garipay, Grigoraitis, Migliorelli, Stewart, Thomas, Jamaledidine, Cinella

September 2, 2021

Ms. Stacey Minchello  
Melrose Council on Aging  
235 W. Foster St.  
Melrose, MA 02176

Dear Ms. Minchello:

I am pleased to inform you that the Board of Directors has approved funding under Title III B of the Older Americans Act in support of the Melrose Council on Aging Program for elders in the Mystic Valley Elder Services (MVES) planning and service area of Chelsea, Everett, Malden, Medford, Melrose, North Reading, Reading, Revere, Stoneham, Wakefield, and Winthrop. The amount of the award, subject to federal funding, is \$6,220 for Fiscal Year 2022 (October 1, 2021 through September 30, 2022).

The MVES Board has requested that this award amount under **Special Programs for the Aging, Title III, Part B, Grants for Supportive Services, CFDA Number 93.044, Federal Administration for Community Living** be granted upon the following conditions:

- Melrose Council on Aging will serve 216 unduplicated elders as participants through a series of Teachable Moments workshops around topics of Cultural Competency, Diversity Issues, and Inclusion and monthly participation in LGBT social programs.
- Melrose Council on Aging will provide an in-service or Zoom training for Mystic Valley Elder Services' staff in FY 22 regarding these support services.

The Title III service contract will be mailed to you by mid-September. Upon receipt of the contract, please return a) one signed copy of the contract and b) a signed copy of the Executive Order 504 Provider Certification and Data Security Addendum (Attachment D) to Mystic Valley Elder Services, Attn: Lauren Reid, Title III Planner by 4:00 p.m. on Thursday, September 23, 2021.

Please contact Lauren Reid, Title III Planner, at 781-388-2382 or at [lreid@mves.org](mailto:lreid@mves.org) if you have any questions. The award amount and conditions will be reflected in the Title III service contracts for FY 2022.

We look forward to working with the Melrose Council on Aging again this year.

Sincerely,



Daniel J. O'Leary  
Chief Executive Officer

CC: Lauren Reid

Attachment: MVES Title III Award Letter to Melrose COA FINAL (ORDER-2022-40 : T3B grant award FY22)

**PROGRAM SERVICE AGREEMENT  
between**

**MYSTIC VALLEY ELDER SERVICES  
Area Agency on Aging (AAA)**

**and  
Melrose Council on Aging  
Grantee**

This Agreement is entered into by and between the Area Agency on Aging (AAA), **Mystic Valley Elder Services** (hereinafter referred to as the **Corporation**), and the Grantee, **Melrose Council on Aging** (hereinafter called the **Provider**), operating in the Commonwealth of Massachusetts as a 501(c)3 organization, having its principal offices at **235 West Foster Street, Melrose, MA 02176**.

**WHEREAS**, the Corporation desires to purchase programs to provide access to services for isolated, marginalized, and LGBT elders, and those who are disadvantaged by racial, cultural and/or linguistic barriers and giving priority to those elderly individuals with the greatest social and economic needs as defined in Attachment B; and

**WHEREAS**, the Corporation has received authorization from the Commonwealth of Massachusetts, Executive Office of Elder Affairs (hereinafter "Elder Affairs") to fund such services as an Area Agency on Aging under Title III of the Older Americans Act of 1965, as amended in 2006 (Public Law 109-365) under the Special Programs for Aging Title III, Part B, Grants for Supportive Services, CFDA Number 93.044, Administration for Community Living, hereinafter referred to as Title III, and

**WHEREAS**, the Provider agrees, under Title IIIB, to conduct programs that provide access to services for socially insecure/isolated elders and elders marginalized for reasons including sexual orientation in the Mystic Valley area, giving priority to those elder individuals with the greatest social and economic needs as defined in Attachment B; and

**NOW, THEREFORE**, the Corporation and the Provider do mutually agree as follows:

1. **Engagement**

The Corporation hereby engages the Provider to provide and the Provider agrees to provide "Project Services" to individuals sixty years of age or older, giving priority to those elder individuals with the greatest social and economic need who reside within the following designated area as set forth in Attachment A of this contract. The term "Project Services" shall mean the program as described in the grantee's grant application (see Attachment E). The term "Greatest Social and Economic Need" is defined in Attachment B, which definition may be changed from time to time by the Corporation. The activities of the Provider under this agreement shall hereinafter be referred to as the "Program".

2. **Period of Performance**

This Agreement shall take effect on or about **October 1, 2021** and shall remain in effect until and through **September 30, 2022**, at which time the Agreement expires automatically, unless earlier terminated in accordance with the terms set forth herein. This renewable contract is subject to the Corporation and the Executive Office of Elder Affairs confirmation of available Title III funds, and compliance with the provisions of the regulations as set forth in this Program Service Agreement. Programmatic and fiscal activity on this grant must be demonstrated within thirty (30) days\* of the issuance of the grant award or the corporation may terminate the grant.

\*Days are defined as calendar days unless specified in the agreement as business days.

3. **Fiscal and Administrative Conditions**

I. **Maximum Obligation**

Attachment: Melrose COA\_T3B\_FY2022 CONTRACT [Revision 1] (ORDER-2022-40 : T3B grant award FY22)

- The Corporation shall pay to the Provider an obligation of up to **\$6,220** of Title III funds for the period ending **September 30, 2022**, as contained in Section 2 of this Agreement. These funds shall be the Corporation's maximum obligation under this contract. The Provider shall provide a matching share of not less than **15%** of the total Program budget in non-Title III cash or in-kind services. **Specific administrative conditions for FY22 include:**
  1. **The Melrose Council on Aging will serve 216 unduplicated individuals age 60 and older in the Mystic Valley Elder Services (MVES) planning and service area through the Teachable Moments Workshops and the LGBT Social Programs,**
  2. **The Melrose Council on Aging will provide monthly documentation regarding the number of referrals made to Mystic Valley Elder Services, and**
  3. **Melrose Council on Aging will provide an in-service or Zoom training for Mystic Valley Elder Services staff regarding these programs.**

## II. Approved Budget

In no case shall the Provider's Program Services expenditures exceed the total approved budget or exceed the approved costs for each budget category as specified in this Agreement without the prior written approval of the Corporation. The portion of the total budget allocated to the individual line items as set forth in the budget may be amended by mutual consent of the parties at the request of either party, but in no event shall the sum of the reimbursable amounts as amended exceed the level of funding itemized in the original budget. Failure of the Provider to request written approval for budget changes from the Corporation may be a cause for disallowance of expended monies, which determination is the sole decision of the Corporation.

## III. Reimbursement of Provider Expenditures

The Provider shall submit periodic expenditure and program reports as requested by the Corporation in a format as set forth in Attachment C to this Agreement. Such reports shall be for Program Services authorized by the Corporation pursuant to this Agreement and rendered to eligible participants by the Provider during the previous period, and shall include such programmatic, fiscal and administrative data as the Corporation reasonably deems necessary for the monitoring and evaluation of such services and to substantiate the Corporation's claim for reimbursement from Elder Affairs. Upon receipt and approval of properly completed expenditure and program reports, the Corporation shall, subject to receipt of funds from Elder Affairs, make its best effort to process payments to the Provider within thirty (30) days. The Corporation may, within ninety (90) days of the expiration of this Agreement and after consultation with the Provider, adjust any invoice of the Provider both before and after payments have been made; however, the failure of the Corporation to exercise this provision shall not constitute a waiver of any right of the Corporation to otherwise recover funds paid to the Provider pursuant to this Agreement.

## IV. Accounts

Both federal Program grant funds and non-federal resources (cash or in-kind) which constitute matching share for the Program shall be maintained in a separate account from any other funds. Provider Program accounting records shall be itemized in sufficient detail to show the exact nature of all receipts and disbursements. The Provider shall establish and maintain appropriate procedures to safeguard and account for all contributions and project income. All financial and accounting records shall be maintained by the Provider in accordance with generally accepted accounting practice and principles.

## V. Contributions

Consistent with the mandate of the Older Americans Act, 42 USC 3001 et seq. and 45 CFR 1321.67, the Area Agency on Aging shall assure that each Provider shall provide each older person with an opportunity to voluntarily contribute to the cost of the service(s). This opportunity should be publicized with project participants while effective procedures maintain both the voluntary nature and confidentiality of any donations. A service Provider that receives funds under Title III may not deny any older person a service because the older person will not or cannot contribute to the cost of the service. All contributions are to be used by the grantee to expand the services of the program being funded under this grant.

#### 4. **Monitoring**

The Provider shall establish and maintain such documents and financial and program records which are required by the Corporation to ensure documentation, monitoring and evaluation of financial activities and the provision of purchased services. All financial records, program records, and other books, records, documents, and property pertaining to this Agreement shall at all reasonable times be open for inspection, review or audit by the Administration on Aging, Elder Affairs, the Corporation, or their authorized representatives, who shall at all reasonable time have access to the premises wherein such books, records, documents and property are stored for seven (7) years after final payment hereunder.

The Corporation reserves the right to make a site visit at any time during the regular business hours of the program for the purpose of conducting program and fiscal audits. The Corporation shall conduct at least an annual site visit for such purpose. The provider shall develop and keep on file participant surveys as well as other evaluation measures the Provider uses to measure its program impact and improve Program operations.

The Provider shall provide the Corporation with any additional data that the Corporation may reasonably require to permit it to monitor performance of this Agreement at a level sufficient to assure fiscal administration, accountability and program quality.

#### 5. **Confidentiality**

The Provider shall not use or release any reports, data, or other information identifying applicants or persons served, or which could reasonably lead to the identification of such applicant or person served, in accordance with the laws of the Commonwealth, including but not limited to Executive Order 504, M.G.L. c 93H, M.G.L. c. 66A § 2, Elder Affairs PI-97-55; and where applicable, Federal law, governing the use, safeguarding and access to personal data as defined in The Fair Information Practices Act. Such information as may be necessary shall be used only to assure proper administration, planning, coordination and monitoring of performance under this Agreement and to permit the transfer of records of a person served to another agency for the purpose of continuing services. The Provider shall provide the Corporation such additional data as the Corporation may require to monitor the Provider's information system and to guarantee adequate safeguarding of the human and civil rights of the applicants and persons served. The Provider shall furnish to the Corporation, within thirty (30) days following the request by the Corporation, a written description of the Provider's system for gathering, storing, and releasing personal data so the Corporation may determine compliance with Section 6 of this Agreement.

#### 6. **Protection of Clients**

The Provider shall comply with the applicable provisions of Elder Affairs' rules governing the Elder Rights Review Committee (ERRC), set forth at EOEA-PI-03-17. Under these rules, Elder Affairs must review all research, experimentation, surveys, market testing or similar research that seeks access to clients or client information connected with programs funded by Elder Affairs.

#### 7. **Non-Discrimination in Service Delivery**

The Provider shall not deny any services to or otherwise discriminate in the delivery of services against any person who otherwise meets the eligibility criteria for the program as determined by the Corporation on the basis of race, color, religion, sex, age, national origin, ancestry, physical or mental disability, sexual orientation or because such a person is a recipient of federal, state or local public assistance or housing subsidies. The Provider agrees that program staff shall make reasonable accommodations to allow for client participation in the program and its benefits.

#### **The Provider shall comply with all applicable provisions of:**

- (a) Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.) - prohibits discrimination on the basis of race, color or national origin, in programs receiving federal assistance;
- (b) Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794) and the regulations promulgated thereunder, (45 CFR part 84) - prohibits discrimination against qualified disabled individuals on the basis of the disability in any program or activity receiving or benefiting from federal financial assistance and requires programs and activities, when viewed in their entirety, to be readily accessible to disabled persons;

- (c) M.G.L. c 151B, § 4 (10) - prohibits discrimination in furnishing services on the grounds that an individual is a recipient of federal, state or local public assistance or housing subsidies, nor should any services be denied to any person who chooses not to make a donation to the cost of the Program.

8. **Non-Discrimination in Employment**

The Provider shall not discriminate against any qualified employee or applicant for employment because of race, color, national origin, ancestry, age, sex, sexual orientation, religion, or physical or mental handicap. The Provider shall comply with all applicable provisions of:

- (a) Title VII of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et. seq.) - prohibits discrimination in Employment on the basis of race, color, religion, sex, or national origin;
- (b) M.G.L.,c. 151B, § 4 subsections 1, 1A and 1B - prohibits discrimination on the basis of race, color, sex, religion, creed, national origin, ancestry or age;
- (c) Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794) and the regulations promulgated thereunder (45 CFR part 84) - prohibits discrimination against qualified disabled individuals on the basis of the disability and requires employers to make reasonable accommodations to known physical or mental limitations of otherwise qualified disabled applicants and employees.

9. **Affirmative Action**

The Provider shall develop and adhere to a policy of affirmative action in all aspects of employment under this Agreement. In addition, if the maximum compensation paid to the Provider in the Commonwealth's fiscal year immediately prior to the beginning of this Agreement, or payable during the term of this Agreement, from agencies acting pursuant to contracts with the Executive Office of Elder Affairs, is fifty thousand dollars (\$50,000) or more, the Provider shall develop and maintain an affirmative action plan in accordance with the applicable requirements of Executive Order 526 and transmit a copy to the Corporation within thirty (30) days of receiving the Notification of Grant Award.

10. **Grievance**

The Provider shall develop and adhere to a policy in writing, in a conspicuous manner at the place where services are rendered or delivered, a notice informing individuals eligible for or receiving Title III services that they may file a grievance with the Corporation, within twenty-one (21) days, when said individuals are dissatisfied with or denied Title III services by the Provider. This notice must include the name and address of the Corporation. The Corporation will provide to the complainant a written Grievance Application.

11. **Conflict of Interest**

The Provider shall not knowingly employ, compensate or arrange to compensate any employee of the Corporation during the term of the Agreement without the prior written approval of the Corporation. It shall be a breach of this Agreement for the Provider to give, or agree to give, or to solicit, demand, accept, or agree to accept, any additional gratuity, including an offer of prospective employment or favor, in connection with any action or other particular matter within the purview of scope of duties of any employee, officer or director of the Corporation.

12. **Notice**

Unless otherwise specified herein, any notice, approval, request, or demand hereunder from either party to the other shall be in writing and shall be deemed to have been given when either delivered personally, electronically by fax, or deposited in a United States mail box in a postage prepaid envelope addressed to the other.

13. **Political Activity**

No employee of the Provider may engage in partisan or non-partisan political activity during hours for which the employee is paid in whole or in part with Corporation funds. The Provider may not select or promote an employee based on his or her political affiliation. The Provider agrees that for the term of this

Agreement, no employee paid in whole or in part, nor board member of the Provider, shall at any time use the name of the Corporation and funds received pursuant to this Agreement, either directly or indirectly, for the purpose of interfering with or affecting the results of an election or nomination for office, whether partisan or non-partisan.

#### 14. **Lobbying**

I. The Provider agrees that for the term of this Agreement, to the best of his or her knowledge, no federal appropriated funds will be paid, by or on behalf of the provider, to any person for influencing or attempting to influence an officer or employee or any agency, a Member of Congress, an officer or employee of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, contribution, renewal, amendment, or modification of any federal contract, grant, loan or cooperative agreement.

II. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee or any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the Provider shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

III. The Provider shall require that the language of this certification be included in the award documents for all subawards at all tiers, including subcontracts, subgrants, and contracts under grants, loans and cooperative agreements, and that all subrecipients shall certify and disclose accordingly.

"This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure."

#### 15. **Termination**

(a) If, for any reason, the Provider is unable to provide the services specified by this Agreement, it shall promptly notify the Corporation of its inability to provide services and indicate the specific reasons.

(b) The Corporation may suspend, reduce the grant in whole or in part at any time or terminate this Agreement, if the Provider has failed to comply with the provisions of this Agreement, in whole or part. However, prior to suspension, reduction of the grant in whole or part or termination of this Agreement pursuant to this subsection, the Corporation shall notify the Provider, in writing, of the specific areas of non-compliance. The Provider shall restore compliance within thirty (30) days of the date of notice. If the Provider has not restored compliance within the thirty (30) day period, the Corporation may terminate this Agreement by furnishing the Provider with written notice not less than forty-five (45) days prior to the effective date of termination.

(c) If the Corporation determines that any non-compliance with the terms of this Agreement on the part of the Provider endangers the life, health, and safety of any recipients of services under this Agreement, it shall terminate this Agreement by orally notifying the Provider of termination followed by the making of written notification, return receipt requested, setting forth the specific reasons for termination, within three (3) business days following the oral notification. Termination pursuant to this subsection shall take effect upon the furnishing of the oral notification.

(d) The Provider may terminate this Agreement prior to its expiration date if the Corporation fails to comply with a material provision of this Agreement. The Provider shall furnish the Corporation with written notice of termination not less than forty-five (45) days prior to the effective date of termination.

#### 16. **Early Termination: Change in Law**

In the event that any statute or regulation which governs performance hereunder is changed, differently interpreted by a court or other competent authority, or newly enacted, adopted or promulgated, so as to increase the burden on either party in complying with the terms of this Agreement significantly beyond

those existing at the time of the execution of this Agreement, the party so burdened may terminate this Agreement upon written notice to the other party of not less than forty-five (45) calendar days.

17. **Early Termination: Elimination or Reduction in Funding**

In the event that Title III funding appropriated through the Executive Office for Elder Affairs for Title III service contracts to the Corporation is eliminated or reduced to an extent that funding of this contract is not feasible, the Corporation may terminate this Agreement by providing written notice of termination to the Provider effective not less than forty-five (45) days after date of such notice.

18. **Early Termination: De-Designation of the Area Agency on Aging**

The Corporation shall notify the Provider in writing of its receipt of notification by Elder Affairs (hereinafter in this subsection referred to as "the Department") that the Department intends to de-designate the Corporation as the Area Agency on Aging for the service area covered by this Agreement. Thereafter, the Corporation shall notify the Provider of any appeal it may take of the Department's action and the disposition of any such appeal. All notices required by this subsection shall be made in writing within ten (10) days of the event which prompts the notice requirement.

In the event that Elder Affairs finally de-designates the Corporation as the Area Agency on Aging for the service area covered by this Agreement, the Corporation may terminate this Agreement by furnishing the Provider with written notice at least sixty (60) days prior to the effective date of termination. The parties shall cooperate fully with each other and with the Department, and take all reasonable steps and utilize all reasonable means to ensure continuity of services to program clients, including the use of available Corporation funds for the continuing delivery of legal assistance under this Agreement.

19. **Obligations upon Expiration, Termination, or Suspension**

The Corporation will pay the Provider for any reimbursable cost not covered by previous payments, for services rendered, pursuant to this Agreement, prior to notice of termination, if rendered in accordance with this Agreement, provided that the Provider submits the properly completed fiscal reports to the Corporation covering services rendered not later than thirty (30) days after notice of termination, suspension, or expiration. The Provider will immediately refund to the Corporation in accordance with the Corporation's instructions any unobligated balances of cash advanced by the Corporation.

If the Grant is terminated or expires without an audit, the Corporation retains the right to disallow and recover an appropriate amount after fully considering any recommended disallowance's resulting from an audit, which may be conducted later. The termination or expiration of this Agreement does not affect the retention period for or the Corporation's right to access to program records as contained in Section 5 of this Agreement. The expiration or termination of this Agreement does not affect the Provider's responsibilities with respect to property as contained in Section 25 of this Agreement.

20. **Reproduction of Reports: Copyright**

The Provider shall not disseminate, reproduce or publish any report, information, data, or other documents produced in whole or in part pursuant to the terms of this Agreement without prior written consent of the Corporation, nor shall any such report, information, data or other document be the subject of an application for copyright by or on behalf of the Provider without the prior written consent of the Corporation.

21. **Assignment and Subcontract**

The Provider shall not assign or subcontract any interest in this Agreement without the express written permission of the Corporation and Elder Affairs; provided that claims for money due or to become due to the Provider from the Corporation under this Agreement may be assigned to a bank, trust company or other financial institution without such consent. Notice of any such assignment shall be furnished promptly to the Corporation. None of the services to be provided by the Provider pursuant to this Agreement shall be subcontracted to any other organization, association, individual, partnership or group of individuals without the prior express written approval of the Corporation and EOE.

22. **Insurance**

The Provider shall procure and maintain insurance. The insurance will protect itself, its subcontractors, and the Corporation adequately from fire and extended coverage losses and from claims for bodily injury, death or property damage which may arise from operations under this Agreement. The Provider will provide the Corporation with a Certificate of Insurance prior to the commencement of the Program work. This certificate will provide that the policy shall not be canceled by the insurance company without ten (10) days notice to the Corporation of intention to cancel.

The Provider agrees to hold harmless and save the Corporation, its officers, its agents, and employees from liability of any nature or kind including costs, expenses and attorney's fees for or on account of any or all suits or damages sustained by any person(s) or property resulting in whole or in part, from the negligence, performance, omissions or intentional act of any employee, agent, or representative of the Provider.

The Provider shall procure and maintain the following insurance coverage from a company or companies authorized to do business in Massachusetts:

- (a) Workers Compensation Insurance shall be secured and maintained as required by the Commonwealth of Massachusetts;
- (b) Public Liability - Bodily injury and Property Damage in amounts approved by the Commonwealth of Massachusetts;
- (c) Malpractice-professional Liability Coverage (as applicable) in amounts approved by the Commonwealth of Massachusetts;
- (d) Provider shall also purchase and maintain fidelity bonds of no less than twenty-five thousand dollars (\$25,000) per incident for all employees with direct access to or responsibility for the receipt and disbursement of funds.

23. **Waiver of Default**

Waiver by either party of any non-compliance shall not constitute a waiver of any subsequent non-compliance. A waiver or modification of any of the provisions of this Agreement shall be effective only if made in writing and executed with the same formality as this Agreement.

24. **Maintenance of Effort**

Services provided with funds under this Agreement must be in addition to any program services already provided to elderly persons in the cities and towns of Chelsea, Everett, Malden, Medford, Melrose, North Reading, Reading, Revere, Stoneham, Wakefield, and Winthrop.

25. **Equipment**

Equipment acquired or purchased by the Provider which was fully paid or reimbursed by grant funds provided by the Corporation pursuant to this Agreement shall be the property of the Corporation. No title or right in said equipment shall pass to the Provider except the right herein expressly granted. Plates or other markings will be affixed to or placed on said equipment by the Corporation indicating that the Corporation is the owner thereof and the Provider will not remove said plates or other markings. Upon expiration or termination of this Agreement, the Provider will immediately return said equipment to the Corporation in as good condition as received less normal wear, tear, and depreciation. Said equipment shall always remain and be deemed personal property even though attached to realty.

All replacements, equipment repairs, or accessories made to or placed in or upon said equipment shall become a component part thereof and title thereto shall be immediately vested in the Corporation and shall be included under the terms thereof. The Corporation may inspect the equipment at any time; and the Provider agrees to keep the equipment in first-class condition and repair it at the Provider's expense and house the equipment in a suitable shelter; and not to sell, pledge, encumber or otherwise dispose or limit the Corporation's interest in the equipment or accessories attached thereto without the written approval of the Corporation.

The Provider assumes the entire risk of loss or damages to the equipment, whether or not covered by insurance. The Provider agrees to and does hereby indemnify and hold the Corporation harmless of, from and against all claims, costs expenses, damages, and liabilities, including reasonable attorney fees resulting from an incident to the use, operation, or storage of the equipment during the term of this Agreement and while said equipment is in possession or control of the Provider. The Provider agrees to keep the equipment insured to protect all interests of the Corporation, at the Provider's expense against all risks of loss or damage from every cause whatsoever in a manner and in an amount approved by the Corporation. Said insurance proceeds there from shall be payable to the Corporation. *Equipment means those items identified in Appendix I, attached hereto and incorporated herein in reference.*

26. **Staffing Pattern of Provider** (Refer to Grant Application)

27. **Provision and Delivery of Services** (Refer to Grant Application)

28. **Licenses**

The Provider shall procure and keep current any license, certification, permit or accreditation required by local, state, or federal statute or regulations and shall, upon the request of the Corporation, submit to the Corporation proof of such license, certification, permit or accreditation.

29. **Criminal Procedure**

The Provider shall request a Criminal Offender Record Information (hereinafter referred to as "CORI") from the Criminal History Systems Board, prior to employing an individual whose salary is to be paid with Title III funds, referring for employment or accepting such individual as a volunteer, pursuant to M.G.L.c.6, § 172 and § 172C, and 101 CMR 15.00 et seq. This includes but is not limited to agencies which employ or accept as a volunteer or refer for employment those persons who will provide care, treatment, education, training, transportation, delivery of meals, instruction, counseling, supervision, recreation or other services in a home or in a community-based setting for any elderly and/or disabled person, or one who will have direct or indirect contact with such elderly and/or disabled person, or access to such person's files.

30. **Publications**

The Provider shall insure that the distribution of any web sites, videos, vehicles, brochures, periodicals or other publications describing any program funded, in part or whole, by Title III funds, prominently display in such report a statement to the following effect:

*"This agency and its programs are funded (in whole or in part) by a grant from Mystic Valley Elder Services, the Massachusetts Executive Office of Elder Affairs, and the federal Administration on Aging."*

31. **Compliance with Legal Services Corporation Restrictions as Set Forth In Public Law 104-134 (If Applicable)**

Title III legal assistance Providers (LAP) who receive funding from the Legal Services Corporation shall comply with the restrictions on activities set forth in P.L. 104-134. The Corporation and said LAP may elect to execute the Model Title III-B Legal Assistance Agreement previously adopted by Elder Affairs in place of this Agreement.

32. **Integration**

All attachments to this Agreement are deemed to be part of this Agreement. The entire agreement of the parties is contained herein and this Agreement supersedes all oral agreement and negotiations between the parties relating to the subject matter contained herein.

This Agreement has the following attachments:

|              |                                                            |
|--------------|------------------------------------------------------------|
| Attachment A | Corporation's Service Area                                 |
| Attachment B | Definition of Greatest Social and Economic Need            |
| Attachment C | Project Reporting (program and expenditure report formats) |
| Attachment D | Executive Order 504                                        |

If any provision of this Agreement is held to be invalid or unenforceable, all other provisions shall nevertheless continue in full force and effect.

33. **Compliance with Law and Regulations**

Provider agrees to comply with the provisions of the Older Americans Act of 1965 as amended in 2006 (Public Law 109-365) and all regulations pertaining thereto, as well as all terms of 45 CFR Part 74 (Administration of Grants) that has not been expressly and specifically modified by this Agreement.

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IN WITNESS WHEREOF, the parties have caused this contract to be executed by their duly authorized officers.

**Mystic Valley Elder Services**

**Melrose Council on Aging**



By: \_\_\_\_\_

Title: Daniel J. O'Leary, CEO

Date: 9/9/21

By: \_\_\_\_\_

Title:

Date: \_\_\_\_\_

Attachment: Melrose COA\_T3B\_FY2022 CONTRACT [Revision 1] (ORDER-2022-40 : T3B grant award FY22)



# CITY OF MELROSE

## City Council

Shawn M. MacMaster  
Ward 5

City Hall, 562 Main Street  
Melrose, Massachusetts 02176  
smacmaster@cityofmelrose.org

**TO:** Lincoln School PTO  
Melrose Ped/Bike Advisory Committee  
Mayor Paul Brodeur  
City Councilor Robb Stewart, Ward 3  
Chairman Ed O'Connell, School Committee  
Deputy Mayor Robert Van Campen  
Superintendent Julie Kukenberger, MPS  
Chief Michael Lyle, MPD  
Director Elena Proakis-Ellis, DPW

**FROM:** City Councilor Shawn MacMaster

**CC:** At-Large Councilors  
President Jennifer Grigoraitis  
Christopher Call

**RE:** Lincoln School Pedestrian Safety Survey

**DATE:** December 7, 2020

-----

The purpose of this letter is to share the findings of the Lincoln School Pedestrian Safety Survey that I initiated earlier this year. I am hopeful that the findings will provide a launching pad from which we can begin a conversation about improving safety on the West Wyoming corridor in the vicinity of the Lincoln School.

Since the earliest days of my service as the Ward 5 City Councilor, pedestrian safety in the Lincoln School area has been the number one concern I have heard from residents. This is also an issue of particular importance to the Lincoln School PTO. Recognizing this, I advocated that at least one set of flashing crosswalk signs (preferably two) be installed at the Lincoln School crosswalks prior to the 2019 school year. As a result, Mayor Infurna earmarked free cash for the purpose of installing a set of flashing crosswalk signs at the crosswalk closest to the school's driveway. As demonstrated by the survey, parents consider this to be an enhanced safety feature.

Although signage is no doubt helpful, it is but one step of what -- I am sure we all agree -- needs to be a robust, multipronged approach to improve safety on the corridor. Pedestrian safety at *all* of our school locations is paramount; but the Lincoln School is unique in that the safety of children and parents walking or biking to and from school is impacted by a number of variables distinct to its location. Such variables include, but are not limited to, the following:

- **Work Traffic** -- West Wyoming is a busy thoroughfare for motorists traveling west in the morning to access the Fellsway, Route 1, and Interstate 93.
- **The Commuter Rail** -- Motorists are likely to confront a stopped train at Wyoming Station at four possible times during school travel: 7:44 a.m. outbound train; 7:50 a.m. inbound train; and two trains around the time of “Early Bird” drop off, one at 6:57 a.m. and the other at 7:10 a.m.
- **Stoppage** -- Motorists traveling west on West Wyoming from Main Street hit three crosswalks, two staffed by crossing guards, in just under two tenths of a mile ( $\leq 0.2$ ) before reaching the first crosswalk at the Lincoln School.

The above variables alone cause impatience and frustration on the part of some motorists, leading to aggressive operation practices that pose a risk to public safety, as validated by both the quantitative and qualitative data presented in the attached report. These findings have been further validated through my conversations with the longtime crossing guard about his personal observations.

Although I recognize that we cannot control the feelings and behaviors of motorists, I do believe that we can take affirmative steps to mitigate the related safety risks. To that end, I am hopeful that findings from this survey will be helpful to us in determining an aggressive plan of action.

As background, the pedestrian safety study was hosted via Google Survey. Representatives from the Lincoln School PTO and the Melrose Ped/Bike Advisory Committee, as well as the Lincoln School crossing guard, were consulted prior to the launch of the survey and given the opportunity to recommend questions and other survey-related content. The survey targeted households of Lincoln School students and was promoted through the PTO’s online and social media networks, beginning in January 2020. Although the survey remained open until August, the vast majority of responses were received over the first two months. The household response rate was 31% (N=102), a favorable data collection outcome when considering that online surveys typically yield a response rate less than 30%. The survey contained six (6) demographic questions and fifteen (15) distinct safety questions. Below are some key results from the survey:

- 55% of households have had a child/children enrolled at the Lincoln School for more than four (4) years; of that number, 28.4% have had a child/children enrolled for six (6) or more years. This represents an intimate familiarity with traffic safety in the area due to years of personal experience.
- 57% of households walk to and from school every day.
- 89% of households consider traffic safety to be a problem, with 41.2% considering it a “Serious Problem.”
- 44% of households are aware of one or more incident where a child was injured or almost injured.
- 62.7% of households worry about their child’s safety when traveling to and from school.
- 49% of households report that vehicles occasionally or sometimes stop at crosswalks.

- 65.7% of households say that distracted driving on the West Wyoming corridor is a problem, with 30% considering it a “Serious Problem.”
- 28.4% of households believe that the new flashing crosswalk sign has had a “Major Effect,” while 36.3% believe that it has had a “Moderate Effect.”

The attached report includes additional data points as well as personal attestations from Lincoln School parents that will be instructive to us in working collaboratively to improve safety on the West Wyoming corridor. I am thankful for everyone’s shared interest in finding a lasting solution to this problem, and I am confident that *together* we will do just that.

I look forward to hearing your thoughts and suggestions, and to working with all of you to discuss next steps. In the meantime, if you have any questions, please do not hesitate to contact me.

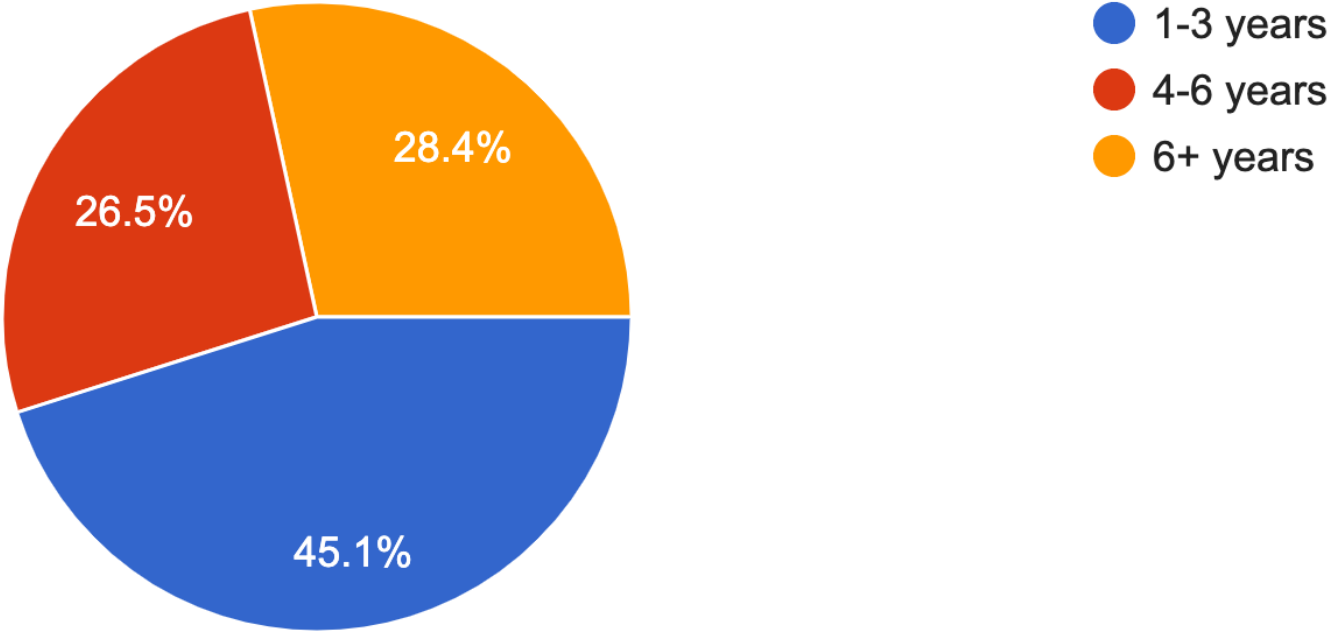
# Lincoln School Pedestrian Safety Study Survey Results



**Shawn M. MacMaster  
City Councilor, Ward 5  
City of Melrose**

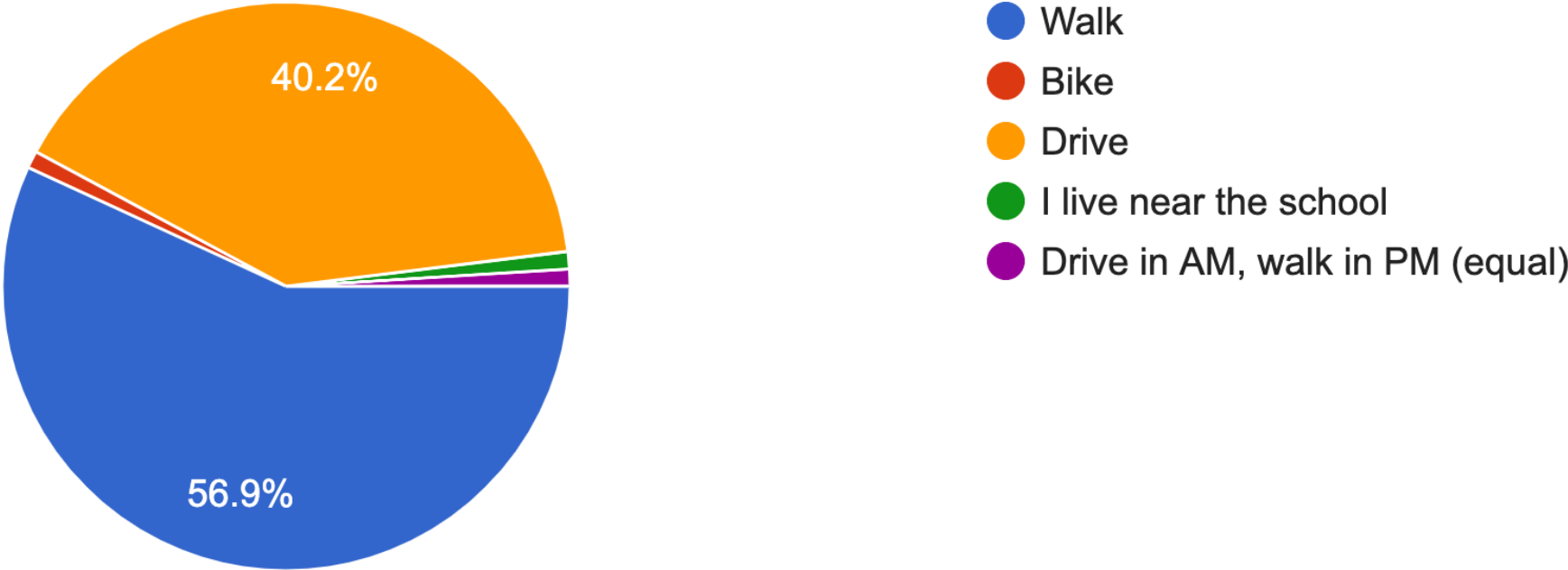
# How many consecutive years have you been a Lincoln School parent?

102 responses



# What is your primary mode of transportation for traveling to and from school?

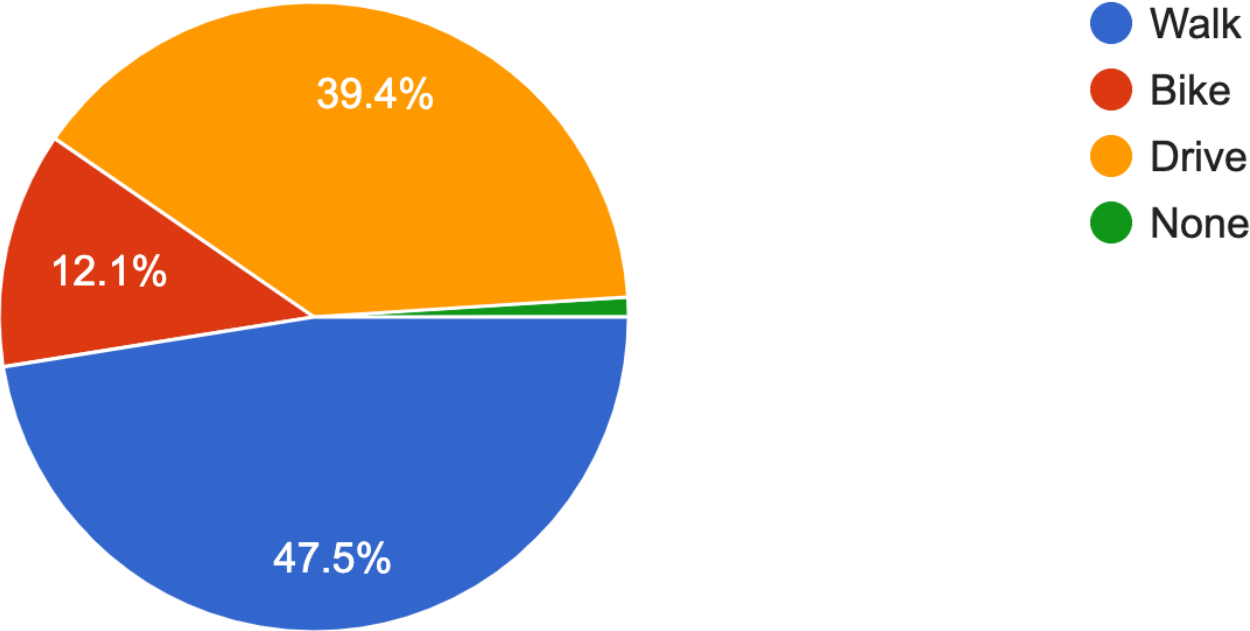
102 responses



**NOTE:** Results denoted by green and purple were generated when answering “Other,” which then required a write-in answer.

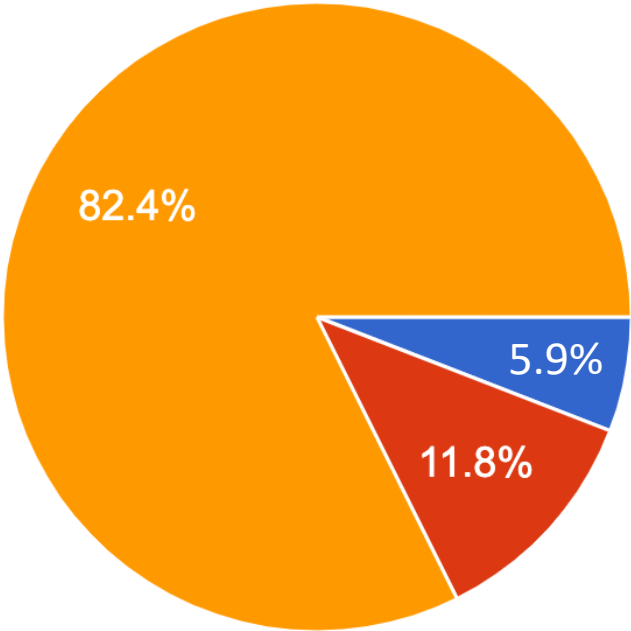
# What is your secondary mode of transportation for traveling to and from school?

99 responses



# At what time do you drop your child at school?

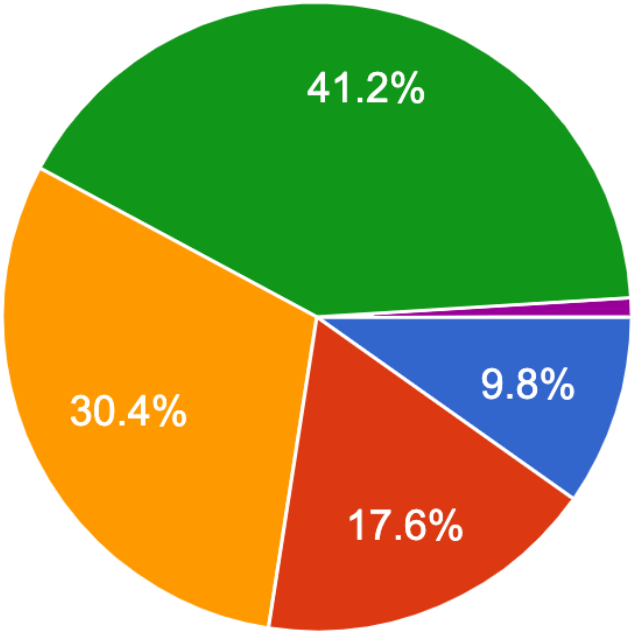
102 responses



- 7:00 - 7:40 a.m. (Early Bird)
- 7:40 - 8:00 a.m. (Breakfast)
- 7:55 - 8:03 a.m. (School Start)

# I believe that pedestrian and cyclist safety around the Lincoln School is...

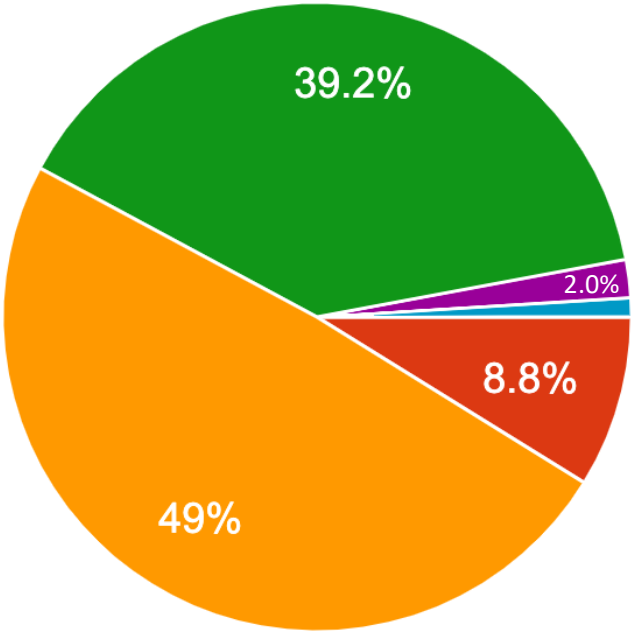
102 responses



- Not a problem at all
- Minor problem
- Moderate problem
- Serious problem
- I don't know

# I believe that vehicles stop at crosswalks around the Lincoln School...

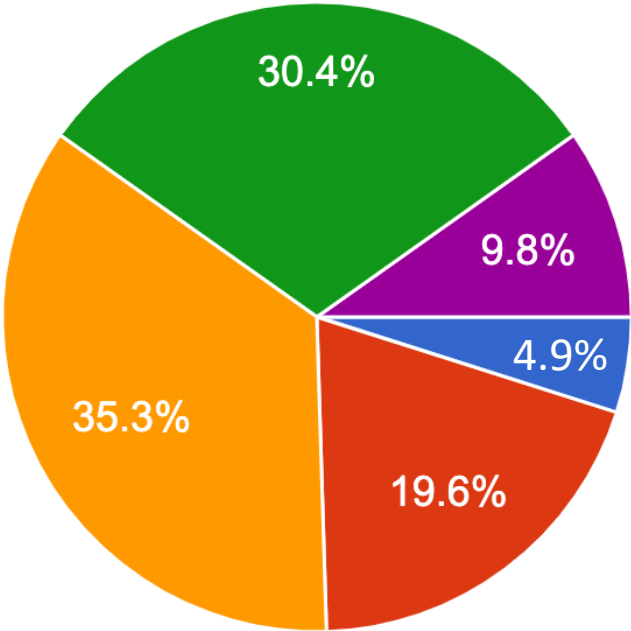
102 responses



- Never
- Almost never
- Occasionally / Sometimes
- Almost every time
- Every time
- I don't know

# I believe that distracted driving is a problem around the Lincoln School...

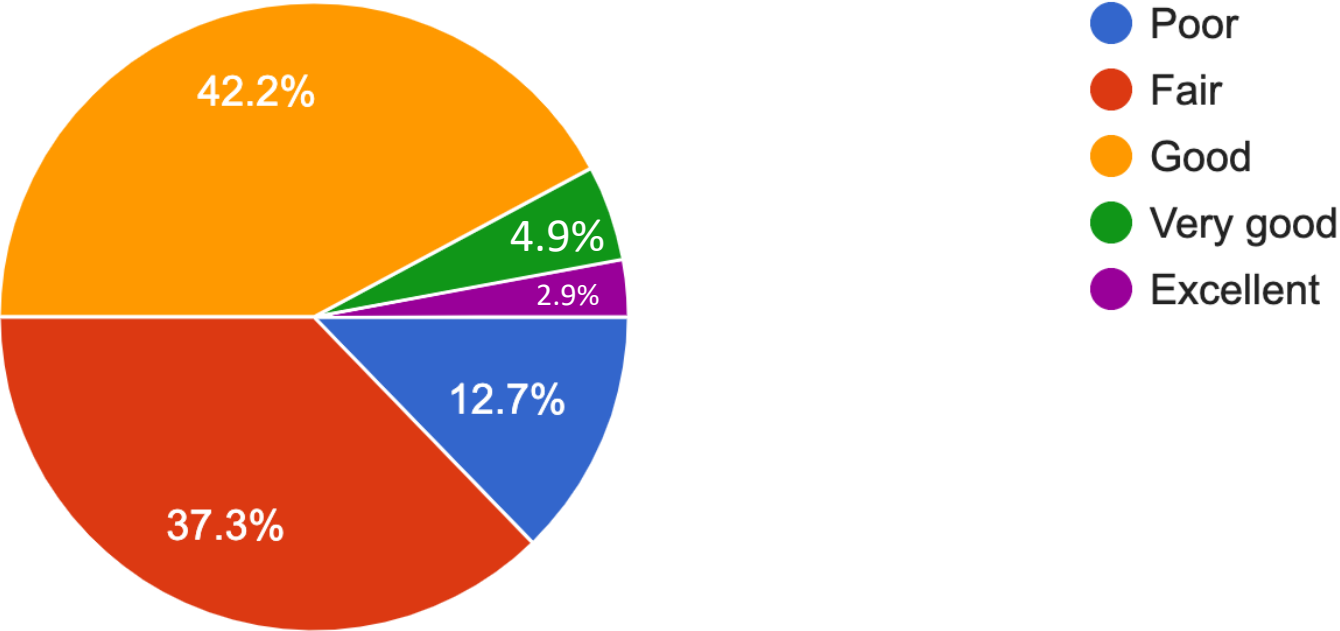
102 responses



- Not a problem at all
- Minor problem
- Moderate problem
- Serious problem
- I don't know

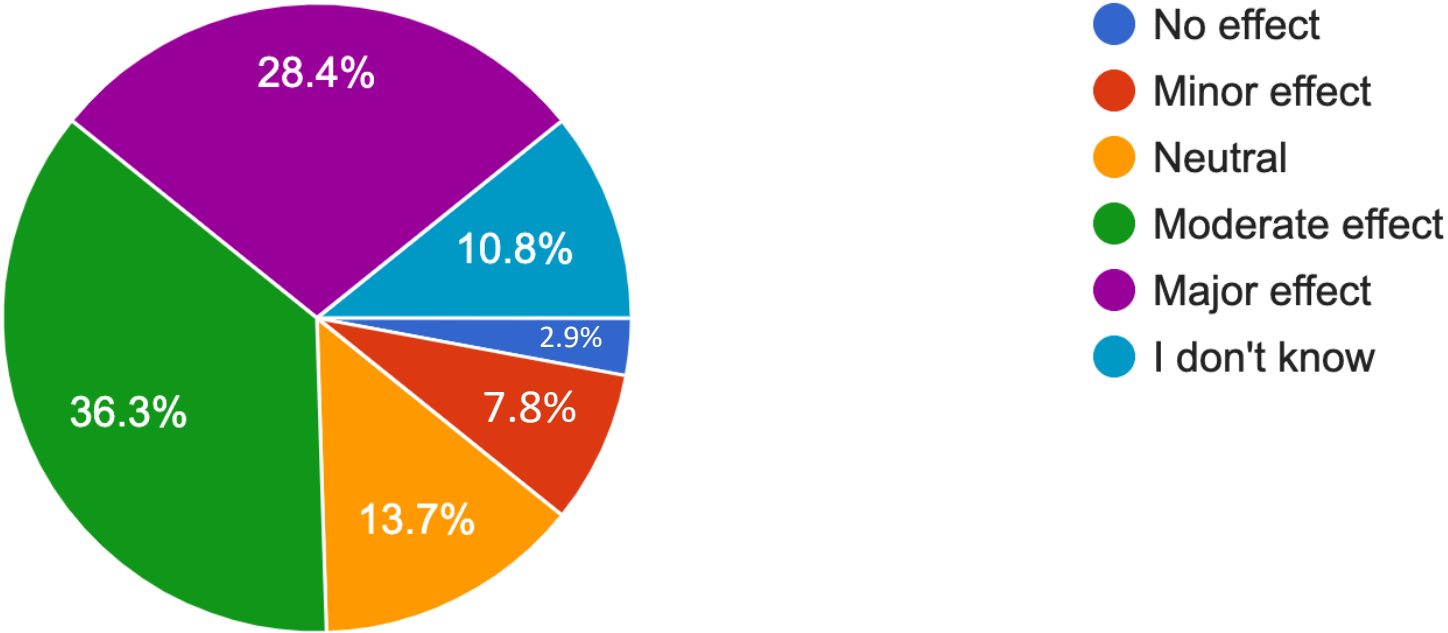
# I believe that traffic-related signage around the Lincoln School is...

102 responses



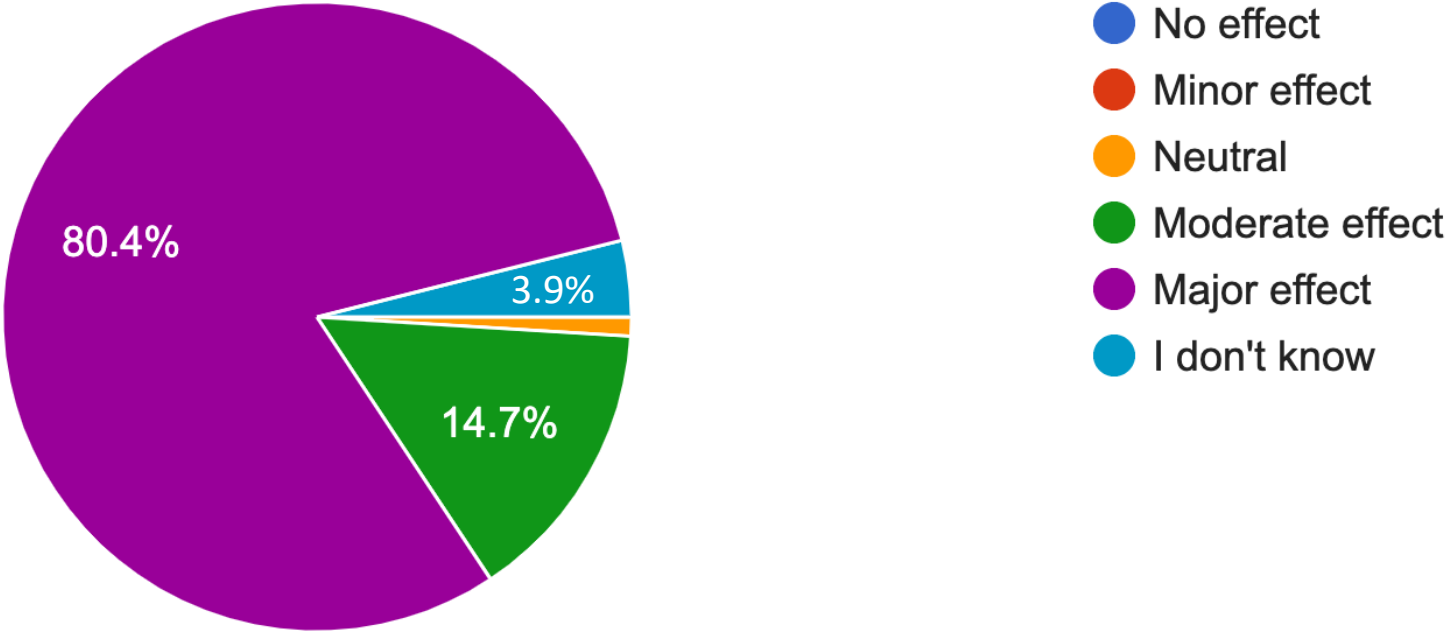
I believe that the new flashing crosswalk signs in front of the school have had a positive effect on pedestrian safety...

102 responses



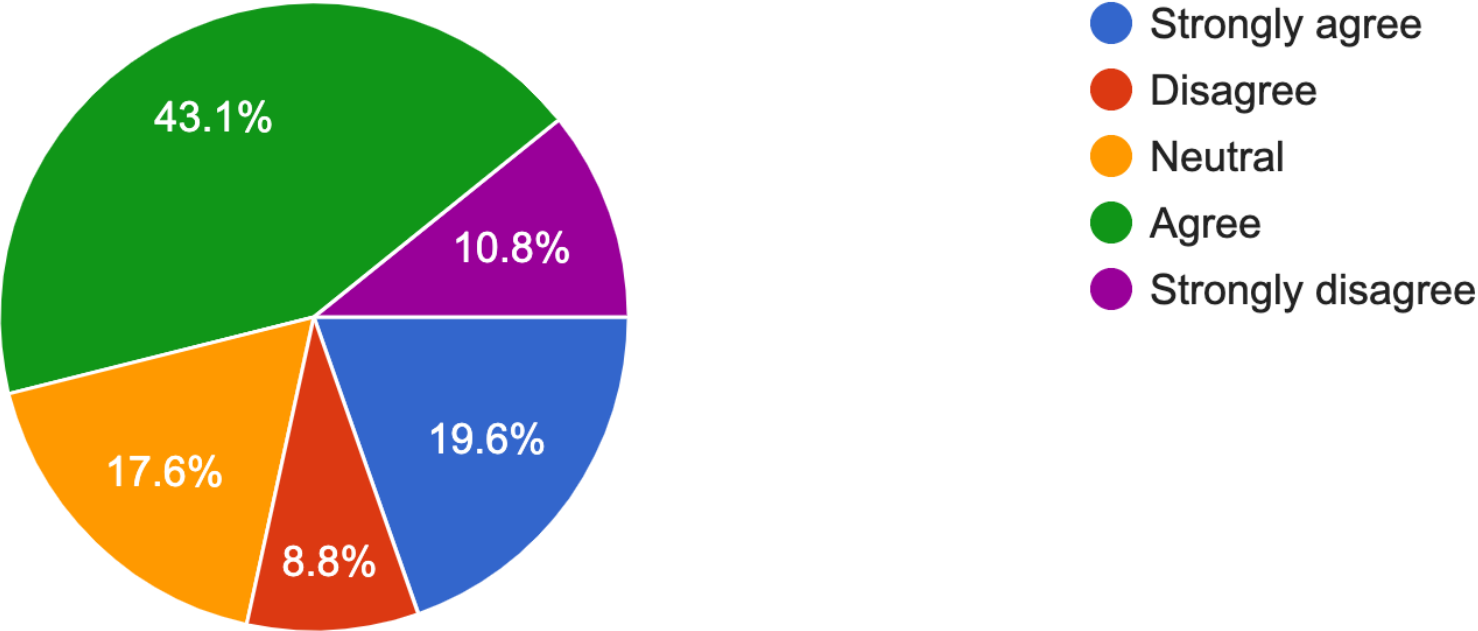
I believe that the crossing guard has a positive effect on pedestrian safety...

102 responses



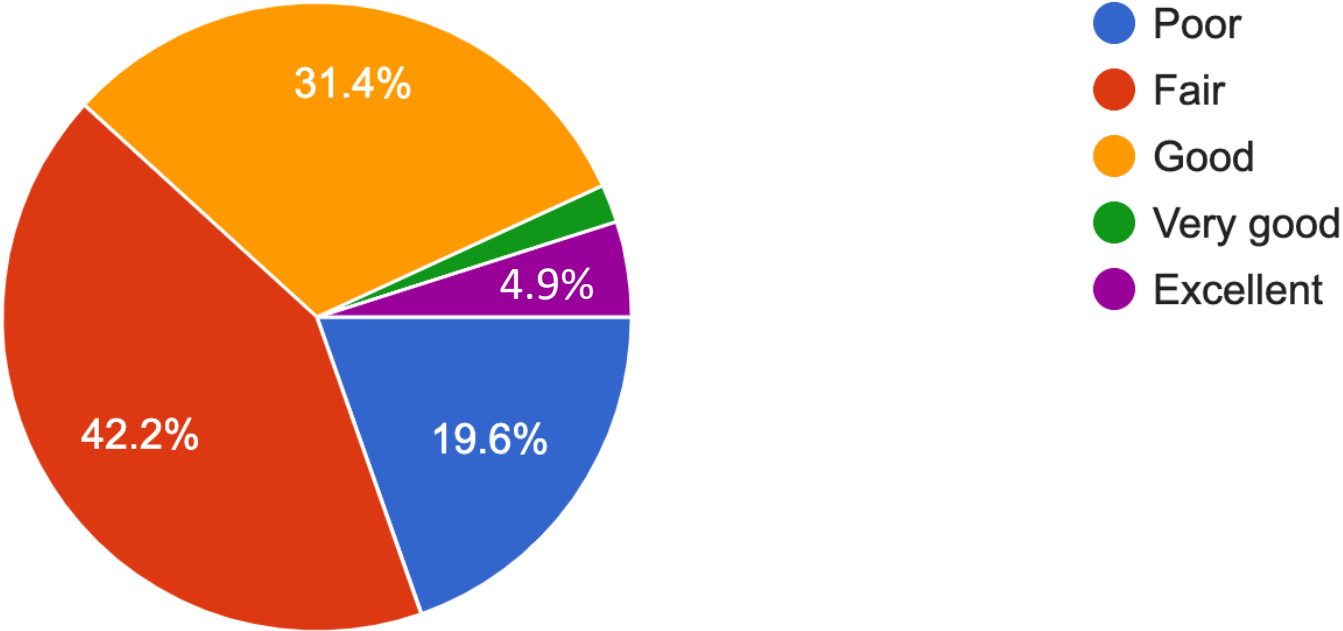
I worry about my child's safety (relative to traffic) when traveling to and from school...

102 responses



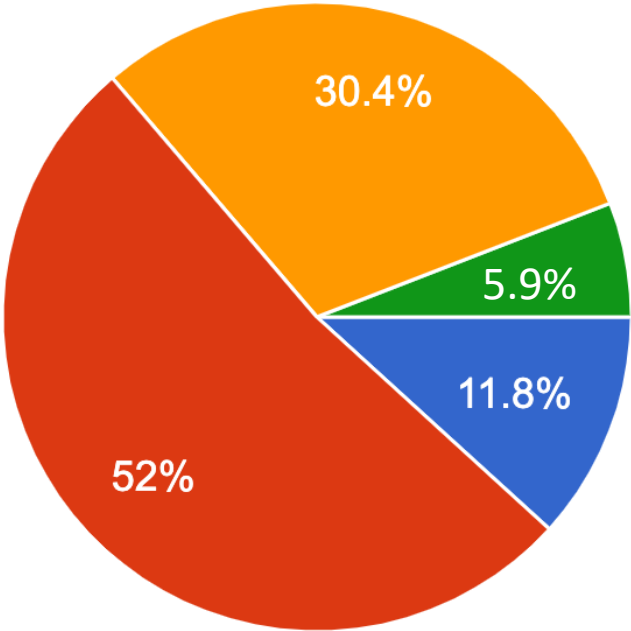
I believe that the City's response to traffic safety in the vicinity of the Lincoln School has been...

102 responses



In the past, I believe that the Mayor’s Office considered traffic safety around the Lincoln School...

102 responses

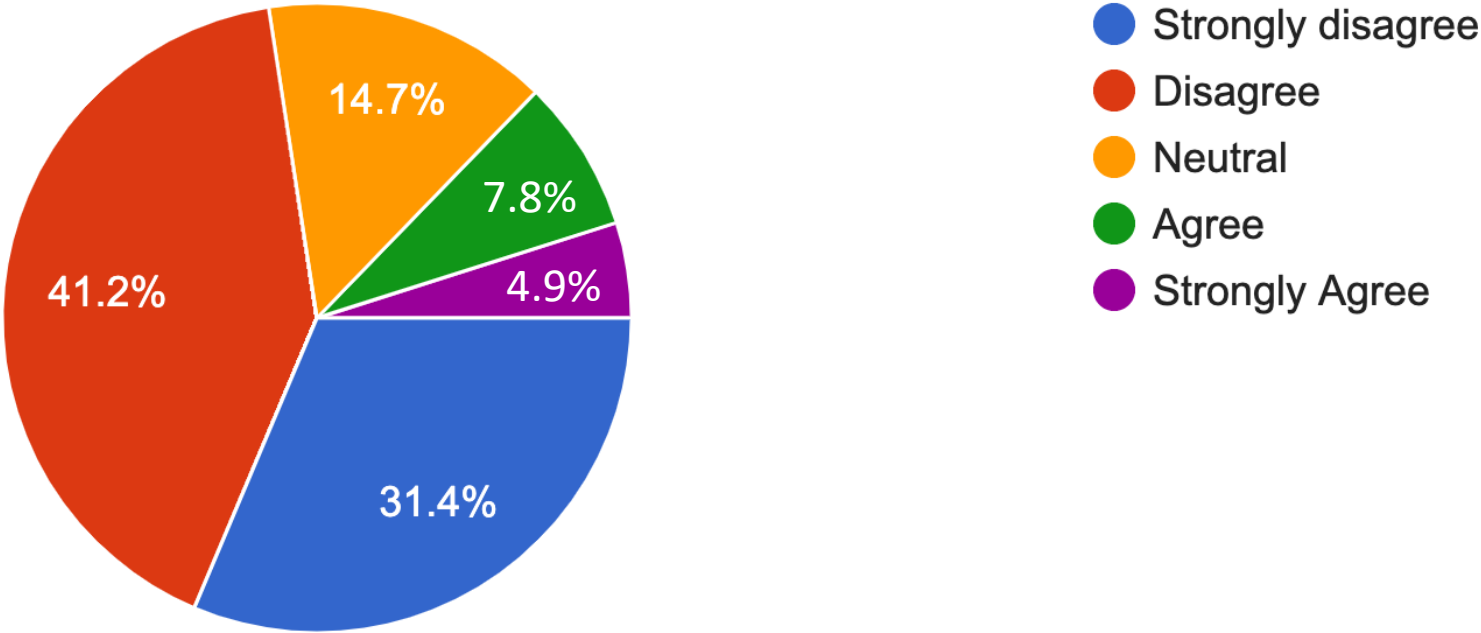


- Not a priority
- Low priority
- Moderate priority
- High priority

**NOTE:** This question pertains to prior administrations, not the current one.

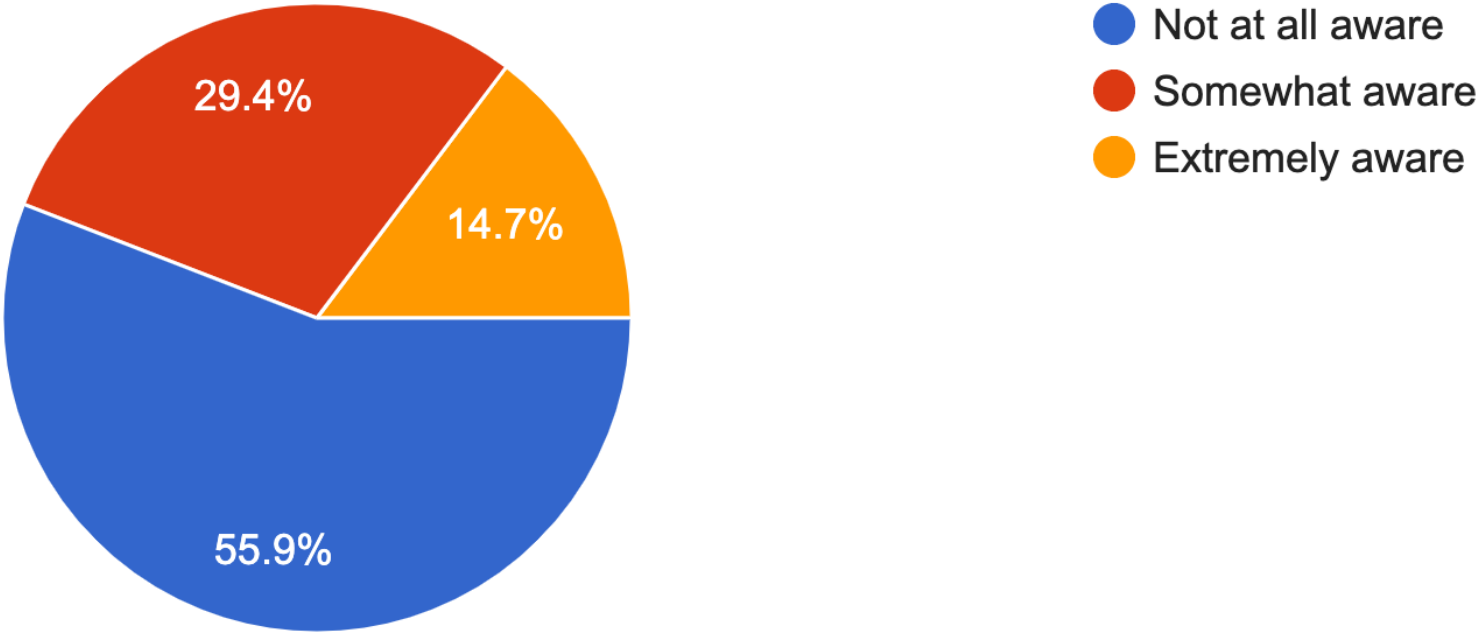
I believe that the West Wyoming Street corridor (in the vicinity of the Lincoln School) is a safe thoroughfare...

102 responses



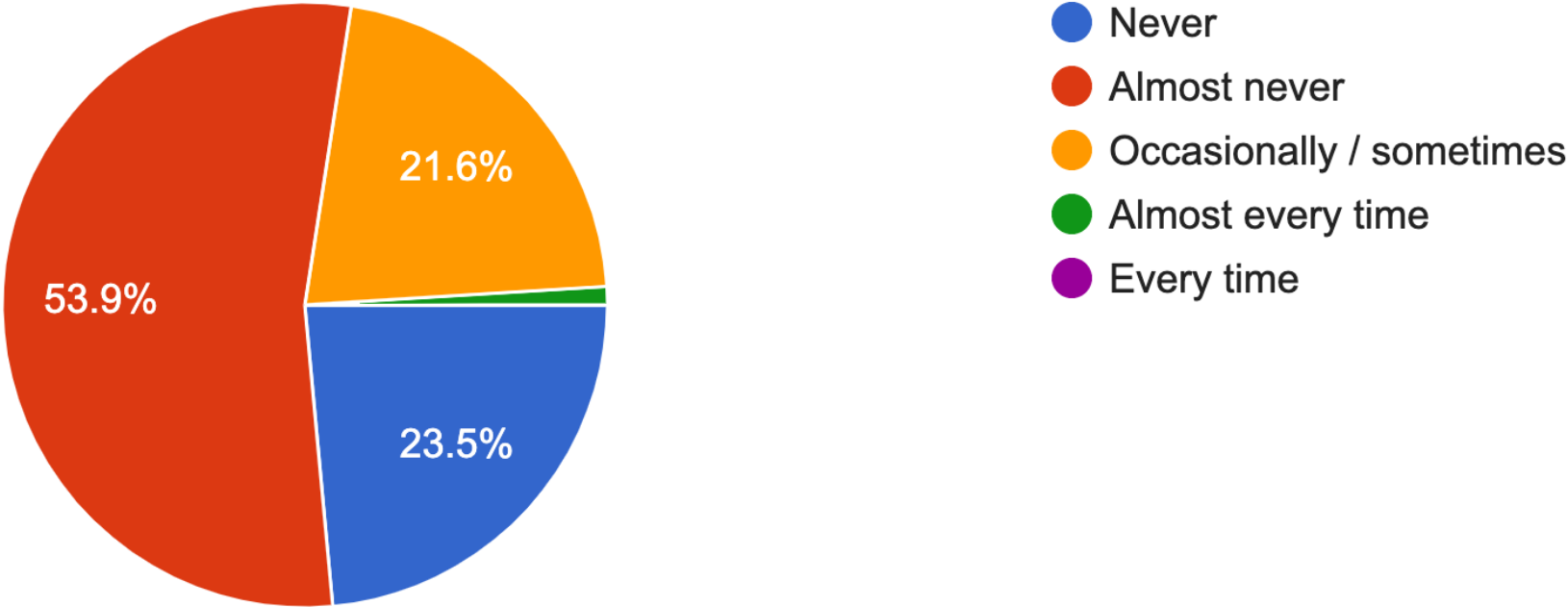
I am aware of one or more incidents where a child was injured or almost injured from a vehicle on their way to or from the Lincoln School...

102 responses



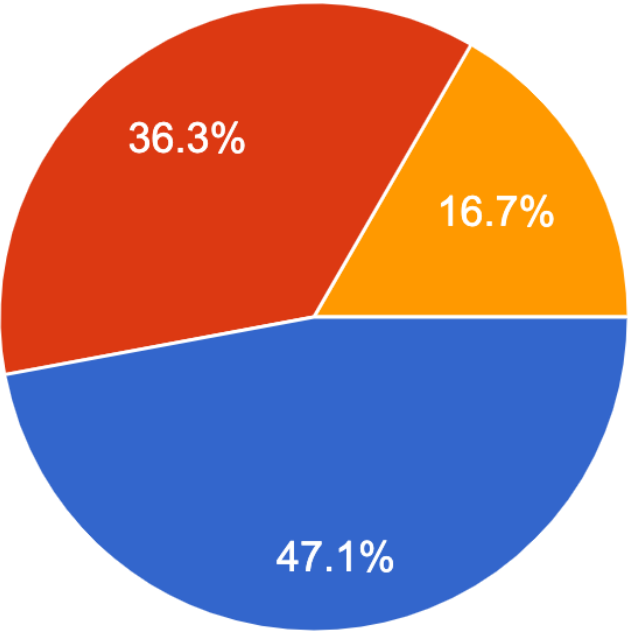
# At drop-off and pickup time, a police officer is stationed near the Lincoln School...

102 responses



# I see police officers enforcing traffic infractions in the vicinity of the Lincoln School...

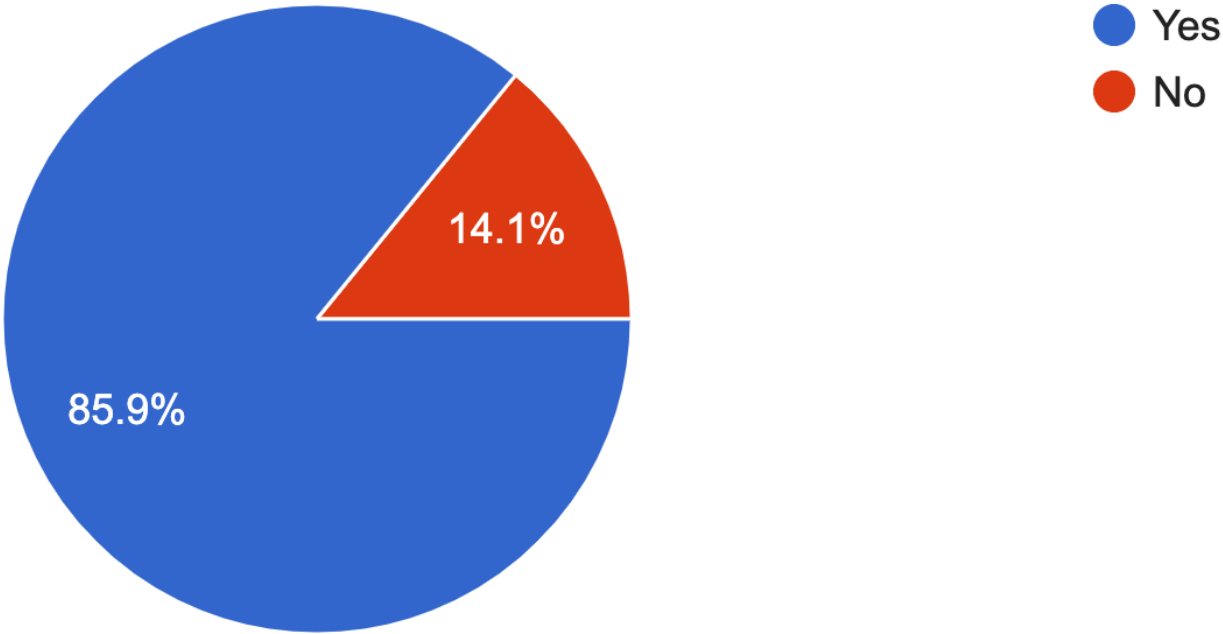
102 responses



- Never
- Almost never
- Occasionally / sometimes
- Almost every time
- Every time

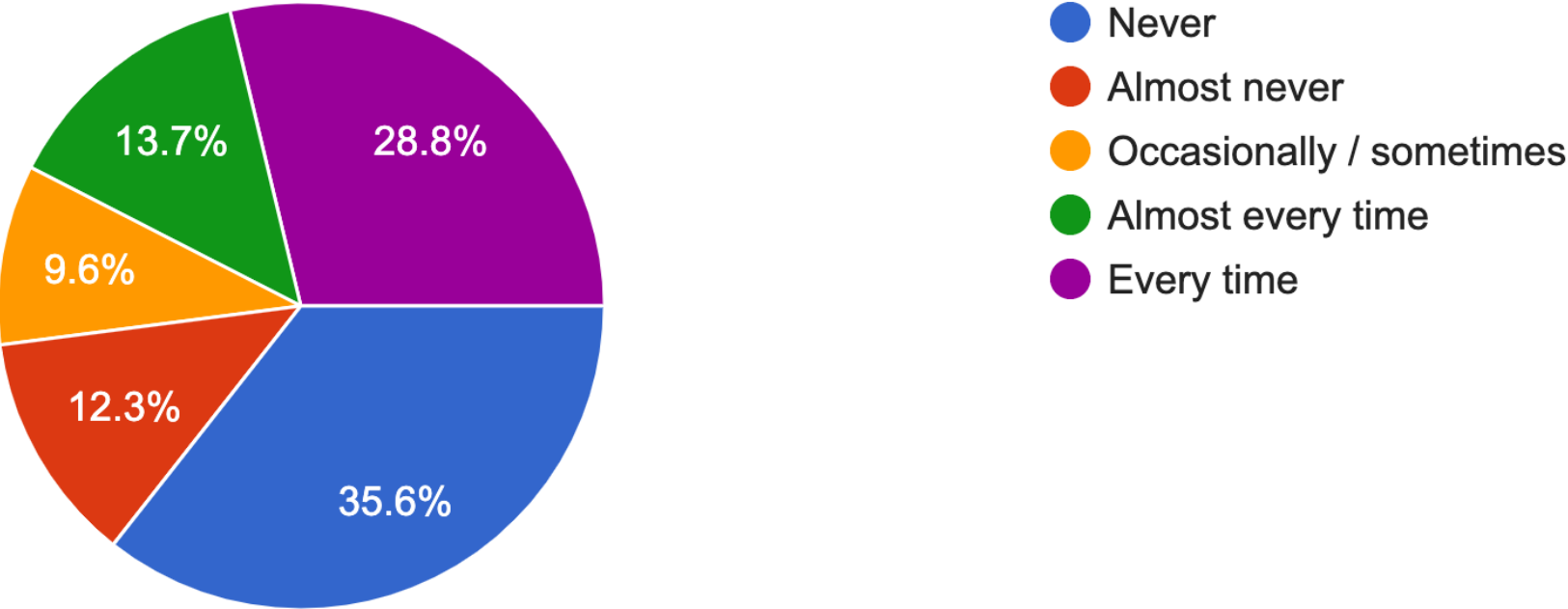
[For parents/guardians who drive their children to school] Are you aware that there is a designated drop-off location at the Lincoln School?

85 responses



[For parents/guardians who drive their children to school] I use the designated drop-off area...

73 responses



# Qualitative Data

## Observations and Experiences of Respondents...

“While we do not cross West Wyoming ourselves, it often appears parents and children are struggling to cross safely.”

“City council should take more of an interest.”

“Drivers speed and do not pay attention on W Wyoming all time, not just during school hours. Few people want to stop at either crosswalk due to trying to make lights or beat the trains. It seems drivers just ignore the school zone.”

“As a car driver, I see the the major problem as commuter related traffic backups exacerbated by the train schedule and solar glare. Any solution that is strictly pedestrian focused will not get to the root cause of the traffic problems.”

“The Everett St back entrance is often a mess of traffic and cars improperly parked. Blocking the crosswalks and driveways. Causing a gridlock at crescent/Everett cross st.”

“The male traffic/crossing guard at the Lincoln school is amazing ! Always paying attention to all kids and traffic.”

“City Council needs to act.”

“I think the only problem is that cars don’t stop even at the cross walk. They just fly through them esp when school is in session too. When I’m volunteering at the school and trying to cross no one rarely stops to let me cross. I think parking is a big issue too! There’s not enough spots for the parents to park and we’re left constantly looping around until our child gets out.”

“Everett Street/ Crescent Avenue is a problem -- too narrow for two way traffic. People stopping on crosswalk to drop kids off. Very dangerous in the mornings.”

“Everyone is is such a rush to get their morning routine done including stay at home parents, working parents, and those drivers trying to get to work that everyone lacks common courtesy and safety. Drivers get frustrated and angry which then causes them to become unsafe. I think everyone feels as if their schedule is more important than the next person's and this impacts their decision making which impacts kids. I wonder if there is a way to funnel all the kids down to the crossing guard in front of Lincoln and this might cut down on traffic being grid locked. Encouraging kids to use the main crossing guard would also help. Trenton at Wyoming is often a treacherous spot for cars and pedestrians, so are Florence and Cottage (going north bound). Perhaps adding extra traffic details would help. The police department's shift change happens at the time kids are walking to school (especially so since the new elementary time started). There used to be officers visible until the time change. Also, the police department is understaffed as is and day shift tends to be the busiest time. There are many variables at play here. Lincoln is in a tough spot, on the bus line, effected by the commuter rail, effected by commuter traffic, as well as parents driving from across the city to get to Lincoln.”

"I also live near the Lincoln school and it's a traffic nightmare. Cars parked in no parking zones blocking entry to my street, cars parked across my driveway...the worst was when I said something to a man parking illegally and he told me to F- off, with his young child right there. I have to call the cops routinely. Once they had to tow a car blocking my driveway. Ridiculous."

"As far as safety, I was standing at the 32 bus stop one morning and almost saw a child get hit by a car because the driver was applying make up while driving. And she has kids she was dropping off in the back seat!!! Horrifying."

"Constant parking in the staff only parking lots drop off and pick up."

"Parking in the drop off area on W. Wyoming at drop off and pick up."

"Crossing Trenton at Wyoming is not safe as cars drive fast to get across Wyoming."

"Crossing at Trenton and Russell would benefit from a crossing guard."

"Cross traffic stops only half the time to allow pedestrians to cross in the cross walk. People especially kids are difficult to see when walking from the Lincoln to Adams St. Crossing at Trenton and Russell as there is a tree right there making it difficult for cars to see pedestrians until they are right at the cross walk."

"Parking on both sides of Crescent impacts the flow of traffic and at times makes it impossible to actual get down Crescent."

"I have seen near misses with cars on the tracks when the gate has come down and there's no place to move to. Dangerous for cars and pedestrians."

"Cars are constantly rolling through stop signs and speeding. Drivers almost never stop at crosswalks. Other cities have put in speedbumps and raised crosswalks, as well as putting in protected bike lanes to narrow the road and slow traffic. We really shouldn't wait until people have died to implement safety changes."

"I am shocked that there has been so little outrage about pedestrian safety in our neighborhood, when there have been 3 fatalities in recent years. In order to really address the issue of safety for all modes of transportation, the City needs to make an investment of time and money in comprehensive engineering improvements along the West Wyoming corridor (including reduce crossing distances, raised crosswalks, signal timing). Also, while this is the "third rail" of Melrose politics, traffic would slow down if more on street parking were allowed along West Wyoming."

"One issue that I see is that the sidewalk next to the tot lot on Cottage Street is almost if never properly shoveled and sanded. This results in a very uneven slippery surface and children end up walking on the street to take the corner around to West Wyoming to get to the Lincoln School. I call every year to the DPW, and every year they rectify it but yet every year it happens again. Part of the problem that I have heard is that the ownership of the sidewalk around the park belongs to the school in the city. It is never been consistent on who actually does it though. It is a large safety concern of mine in my families and other families in the neighborhood. It is a dangerous corner."

"I have watched children standing at the crosswalk adjacent to the tot lot waiting for a car to stop so they could cross and car after car after car just keeps passing them. I've had to wave my hands at drivers and point to children waiting in order to get them to stop. It's not cell phones its stupidity. They just aren't paying attention to the kids on the sidewalk. Also at night drivers can't see anyone in this area trying to cross because the lighting is poor."

"I've found the flashing lights to be helpful later in the day, when its dark. During the day, if the crossing guards aren't also there, cars often will not stop. There is no way I would let my child cross the street alone the way it is now, if a crossing guard were not present. I'm already uneasy when I cross by myself or with my child in tow. We do not use the drop off area because it would add another 10 minutes to our commute to school, as it's hard to get to from our end of Melrose. There should be a drop off location for families coming from the eastern sides."

"This year in particular I have found many parents using the back parking lot for drop off. This is dangerous as walkers don't expect anyone to be exiting the parking lot -- only teachers entering. I wrote to Shawn MacMaster and he was very responsive. A police officer came to the lot and deterred cars from going into the lot. This was helpful but will probably only last for a few days. There needs to be more signage in the back lot or the gate needs to be replaced allowing access only to teachers/staff."

"A driver turning into the Richdale market parking lot almost got my daughter and I on Friday morning because he was in a hurry and thought he could beat us, he waved, as if his tires being inches from my daughter's toes was something I allowed and he was thanking me."

"The back lot is a nightmare. Parents use it as a drop off in the morning."

"My grandchild is in 2nd grade. I think the flashing signs are helpful on Wyoming side. But can they flash until the kids are released from Ed Stations"?

"Pleasant Street needs to be addressed. People drive like bats out of hell on Pleasant Street in AM and PM. Reluctantly slowing down for kids and parents then speeding up like they were soooo annoyed! (Flashing sign and another crosswalk on Pleasant are needed.)"

"Once I was walking in crosswalk with my grandchild and her baby brother on Wyoming in front of school. A woman nearly ran us over. She was going at least 40mph. She was on her cell phone."

"Distracted drivers on phones, rushing to work, speeding."

"I walk each morning and evening with my son. He attends early bird and Ed's. We walk from Lebanon St at 6:35 each morning towards Lynde to Main. This route is reversed around 5:30-6 for coming home. We have to cross through two five way intersections (in Lynde Lindwood area) in which cars roll through stop signs making it unsafe for us to cross. Many drivers are oblivious to us walking and don't stop for our right of way. There is also a long stretch of Lynde St that has no sidewalk - only gravel. This forces us to walk in the road when there is snow. These streets are also not well lit."

"My other concern is the intersection of Pleasant and West Wyoming during the evenings. Those crosswalks should also have the sign that lights up."

On Crescent Ave people park on both sides of the street and facing the wrong way, makes safe travel on Crescent Ave impossible."

"If dropping off by car, it is very difficult to find a place to pull over to park."

"When it snows you have to get the children into the car in the street. The snow doesn't get cleared so you can't open the doors of the car on the sidewalk. I believe if we can do snow removal for businesses we should be able to do the same for the safety of our Lincoln School community, on such a busy street."

"Multiple times, a car has stopped for us to cross and the car behind it crossed the yellow line to aggressively go around them--very scary. Also, lots of kids participate in Ed Stations, and there is no enforcement around 5 PM when many kids are picked up, which is especially tough with rush hour traffic and low visibility. Finally, the flashing crosswalk sign is great, but it doesn't make sense for us to use it coming from the west side of the school. Crosswalks all the way down W. Wyoming should have them."

"The traffic on Pleasant Street is incredibly dangerous. There should be a crosswalk at the entrance to the baseball field. Cars speed down the road, even after stopping at the crosswalk at W Wyoming and Pleasant. Drivers are distracted. It is dangerous. I've almost been struck more than once and I've seen others have similar experiences."

"I see people looking at their cell phones while driving in front of the school on W. Wyoming frequently. The crossing guard is great!"

"Remember the kids leaving education stations later in the day with parents. No crossing guards and traffic almost never stops."

"I would like to have seen this survey include other area where children enter the school grounds. There is a major issue in the back parking lot where parents consistently dropped children off with little regard to safety. The area is not a drop off zone. Parents ignore the sign that states Authorized Personal Only, as well as the weekly reminders in emails and teachers explanations. These parents either stay in the car and let the child exit the car in the middle of the lot or illegally park in the lot and wait for the first bell. This has led to the staff being delayed entry to the lot and delaying their arrival to school."

"My children and I cross west Wyoming on the crosswalk closest to Florence street, and without my continued guidance and physically holding on to them, there would have been terrible consequences. On average 2-3 cars blow past the crosswalk for each one that stops. I have also experienced multiple situations where the drivers in the cars have swerved and been angry while flying past that we have been walking in the first half of the crosswalk while they speed through the 2nd part. I have never seen a police presence in the crosswalk area we typically use, and with the rate at which there is total disregard for young children attempting to cross, I plea for both a crosswalk light as well as traffic enforcement there. Especially as when after-care pickup happens in the winter after sunset, and the 2-3 car average becomes even higher. To me, this is the top safety issue in Melrose - specifically on the main thoroughfares such as West Wyoming."

"My child and I have almost been hit by cars several times over the years at the Wyoming/Pleasant Street intersection before and after school. It's worse when no crossing guards are available – i.e., post ed stations pick up it's extremely hard to cross at night especially. I don't feel comfortable letting my 10 year walk home and we live across the street!"

"I believe the traffic is handled well on West Wyoming (Main Entrance of Lincoln) - however, a majority of students/families walk down Everett, Pleasant and Crescent and these streets have little parking, no stop signs or signage and cars travel quickly and distractedly during the morning commute. West Wyoming is the LEAST of the issues - it is the side streets."

"We always cross at the crossing guard, who is wonderful. I worry about when my children are old enough to walk home by themselves after the crossing guard has left and need to cross W. Wyoming. Drivers regularly drive through the crosswalks above the speed limit."

"Speeding on w Wyoming is a problem."

"Traffic on Crescent Street in and out of the parking lot is VERY unsafe. There is a ""Authorized Vehicles Only"" sign... but parents believe they have authorized vehicles. The gate should be shut an locked except to staff."

"I have seen numerous minor accidents near Lincoln, especially at the Cottage And West Wyoming intersection. I often do not cross there (and instruct my son not to) because of safety concerns. More often than not, multiple cars do not stop at the secondary crosswalk where there is no crossing guard, and many students and parents cross there. Just yesterday, I was with another parent and six 5th graders loading food donations into a car around 2:00. We pressed the cross signal sign and watched a car blow right passed us as we all stood at the crosswalk waiting to cross. There needs to be police presence there to enforce rules and ensure safety."

"The intersection at Cottage and West Wyoming is extremely dangerous, cars speed onto Cottage."

"The crossing guard is definitely effective, however, when he/she is not there cars speed and rarely stop for people trying to cross at crosswalks. I have watched up to 10 cars pass on either side of the street without stopping while my children and I have waited on the sidewalk at the crosswalk (and have gotten absolutely soaked by drivers on rainy days)."

# Qualitative Data

## Ideas and Suggestions Offered by Respondents...

"Ban automobiles."

"The current crossing guards are entirely focused on the children, but that means that they're not concerned with regulating the flow of traffic. Holding back traffic for too long leads to backups by the train tracks and at the intersection with Main and Wyoming. That, in turn, leads to dangerous situations farther away from the school."

"If we want to improve cyclist and pedestrian safety at the school, I suggest training the crossing guards in proper auto traffic management techniques as well."

"Regular police presence near the back entrance, I think I have seen them there once all year."

"Bring back neighborhood school, school choice has caused too much vehicle congestion. Also the change in start times is terrible."

"I think a light at the cross walk would help. And parking is tough but this over flow of drivers and the increased number of residents due to the apt complexes is ridiculous. They need to stop building! And work on fixing the problems of overflow that we currently have."

"Police officer on site actively stopping and issuing citations for not yielding to pedestrians in cross walk, distracted driving and speeding."

"Make Everett St a one way."

"Bicyclists should be encouraged to use other routes during school drop off. Presumably they aren't dropping off children. The road is narrow enough in that area during that time. Maybe alternate bike route signs. People certainly watch their driving and how unsafe they are being when there's a police presence however that would require additional planning. Maybe signs that light up well before the school asking drivers to be patient for school kids and the traffic."

"Crossing guard at Trenton and Wyoming; crossing guard at Trenton and Russell."

"Have ALL teachers and school staff park in the school lot and not on our neighborhood streets."

"Eliminate street parking on Main St and West Wyoming to create safe bike lanes."

"Need to have a shoveled route down Washington St while we're at it."

“Signage at railroad tracks explaining how to cross them safely and to wait when there are cars ahead of you.”

“Parents should only use the crosswalk where the crossing guard is. They should block the other one off in the morning and at dismissal. It is confusing for the drivers to stop twice and therefore dangerous for the kids.”

“Automatic speed cameras that ticket the driver.”

“One idea is that the crosswalk that is closer to the Lincoln School fourth grade entry, should be taken away. The only available crosswalk should be the one where the crossing guard is. If there are too many places that cars need to stop they ignore the other crosswalk. It seems like it’s more of a hazard than a help. A place where there could be another crosswalk is between Cottage St S and Cottage St N, by the Tot Lot people cross there all the time without across walk and it is always been an issue.”

“Enforce the parking rules in the back of the school. improve the signage around the school--cars parked on the sides of W Wyoming impede the seeing of these signs.”

“Additional signage, stoplights, and speed trackers. There isn’t enough space for a bicycle lane, and street parking is essential. Families who drive should be allowed to use the parking rotary on the side of the school near the main entrance, especially on inclement weather days. We used a similar system at the ECC for two years and it was awesome.”

“Police presence to enforce speed laws in the area because drivers aren't slowing to 20 mph, and a stop light.”

“Monitor the back lot and Everett Street.”

“More flashing lights at crosswalks, increased police enforcement.”

"There is a crosswalk on Pleasant at Wyoming corner. But, there should be an additional crosswalk near the ball field side. I’ve seen people gun their motors once they’ve made the turn from Wyoming onto Pleasant. Also...when it snows why cant the sidewalks be salted? I saw a parent and a child slip and fall on ice on the Pleasant Street sidewalk - come on”!!!!

“Enforce the no texting while driving. I see it several times a day at drop off and pickup Installing another flashing crosswalk sign at the crosswalk near the playground. And periodically having police presence enforcing speed limits.”

“More flashing crosswalk signs, better enforcement of crosswalk violations. Also, the flashing lights at the intersection of Trenton and W. Wyoming can be distracting, drawing attention away from pedestrians trying to cross. Bump-outs would be helpful too, as foliage sometimes blocks the line of sight there in the summer.”

"Crosswalk on Pleasant Street near driveway to apartments/commuter rail parking lot and across from entrance to baseball field."

"Police presence on W Wyoming during pick up/drop off."

"Please put a traffic light at the crosswalk right in front of the school. Please have a police officer pull over and ticket people texting and driving--have an officer there regularly. Allow student drop off in the back parking lot or on the ballfield side. Install speed bumps and/or raised crosswalks."

"Pressure the police to do their job – enforce traffic violations"!

"Install speed cameras, widen side walk, narrow Wyoming Street to reduce speed naturally, install fence along street."

"Having an officer periodically at the crosswalk without a crossing guard might help, or maybe get rid of one crosswalk and force everyone to cross at the same one with a crossing guard."

"Stopping people from driving into the back parking lot for drop off. Moving the cross walk near Trenton St, a tree and telephone pole currently block view of pedestrians to east bound traffic (this is more for my MVMMS child and not my child at Lincoln)."

"More police presence and actual enforcement of rules, speed cameras (are they legal?!). I don't think the digital 'how fast are you going' signs make much of a difference (they don't feel like they do at least). More flagging of pedestrian crosswalks including more flashing lights, elevated crossing area to help slow people down; I'm sure there are good ideas out there already, I'm sorry to say I am just not familiar with what they are. A campaign for road safety, less driving (more walking or carpooling in our small city), sharing the roads for bikes and to keep our kids safe - what has been tried has not landed or resonated enough to impact people to change their behaviors."

"Please have traffic enforcement at crosswalks as well as more lights installed to indicate crosswalk usage. Perhaps even a raised area to encourage slowing down at the most used ones? I would love such measures at the crosswalk closest to Florence St."

"Safety is more of an issue at the rear of Lincoln School (Everett St/Crescent St) and on the side entrance by the field (Pleasant St) - there are no crossing guards at all."

"Blinking signs at the other crosswalk on W. Wyoming. Police presence."

"Signage on ALL crosswalks, not just the main crosswalk at Lincoln."

"Please block or gate all Lincoln Parking lots during school hours and clearly indicate staff only use."

"I honestly am not sure as there are so many intersections and side streets, combined with high traffic volume. It is a difficult situation to rectify but something should be done as it continues to be dangerous. Add a traffic light? I worry that will cause congestion just like the middle school which is a nightmare."

"The drop off area in front of the school is not enforced at all. Cars park there for a period of time, sometimes blocking traffic."

"Do not allow cars to park and wait at the designated drop-off areas. Have police officers enforce the speed limit on West Wyoming."

**Shawn M. MacMaster  
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City of Melrose**

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# CITY OF MELROSE

AUDITOR

**PATRICK DELLO RUSSO**  
**Chief Financial Officer**

City Hall, 562 Main Street  
 Melrose, MA 02176  
 Telephone - 781-979-4107

To: Mayor Paul Brodeur  
 From: Patrick Dello Russo  
 Meeting Date: November 8, 2021  
 Subject: An Appropriation from Contract Stabilization to the Fire Department  
 Order #: ORDER-2022-42

An Appropriation in the amount of \$317,693.00 from the Contract Stabilization Fund, (84042-590000) to the Fire Department Salary & Wage and Overtime Accounts (012211-511000 & 012211-513000). These funds are for Year 1 (FY21) and Year 2 (FY22) of the recently executed 3 Year Collective Bargaining Agreement.

**FINANCIAL IMPACT:**n/a

|               |                                                          |                |
|---------------|----------------------------------------------------------|----------------|
| 10/18/21      | 012211-511000 · Fire Sal Salary & Wages                  | \$303,693.00   |
| 10/18/21      | 012211-513000 · Fire Sal Overtime                        | \$14,000.00    |
| 10/18/21      | 84042-590000 · Contract Stabilization Fund, Transfer Out | (\$317,693.00) |
| <b>TOTAL:</b> |                                                          | <b>\$0.00</b>  |

**RESULT:** RECOMMEND PASSAGE [UNANIMOUS]  
**MOVER:** Mark Garipay  
**SECONDER:** Christopher Cinella, President, ex officio  
**AYES:** McNaught, Eccles, Tramontozzi, MacMaster, Garipay, Grigoraitis, Migliorelli, Stewart, Thomas, Jamaledine, Cinella



# CITY OF MELROSE

AUDITOR

**PATRICK DELLO RUSSO**  
**Chief Financial Officer**

City Hall, 562 Main Street  
 Melrose, MA 02176  
 Telephone - 781-979-4107

To: Mayor Paul Brodeur  
 From: Patrick Dello Russo  
 Meeting Date: November 8, 2021  
 Subject: An Appropriation from the Ambulance Retained Earnings Account to the Ambulance Budget  
 Order #: ORDER-2022-46

An Appropriation in the amount of \$46,863.00 from Ambulance Retained Earnings, (84182-590000) to the Ambulance Enterprise Salary & Wage and Overtime Accounts (650051-511000 & 650051-513000). These funds are for Year 1 (FY21) and Year 2 (FY22) of the recently executed 3 Year Collective Bargaining Agreement.

**FINANCIAL IMPACT:**n/a

|               |                                                          |               |
|---------------|----------------------------------------------------------|---------------|
| 10/18/21      | 650051-511000 · Ambulance Salary and Wages               | \$44,863.00   |
| 10/18/21      | 650051-513000 · Ambulance Overtime                       | \$2,000.00    |
| 10/18/21      | 84182-590000 · Ambulance Retained Earnings, Transfer Out | (\$46,863.00) |
| <b>TOTAL:</b> |                                                          | <b>\$0.00</b> |

**RESULT:** RECOMMEND PASSAGE [UNANIMOUS]  
**MOVER:** Mark Garipay  
**SECONDER:** Jen Grigoraitis  
**AYES:** McNaught, Eccles, Tramontozzi, MacMaster, Garipay, Grigoraitis, Migliorelli, Stewart, Thomas, Jamaledine, Cinella