CITY OF MELROSE

APPROPRIATIONS COMMITTEE

AGENDA● DECEMBER 13, 2021

Web-based remote meeting , Melrose, MA 02176 | **Remote meeting** | **7:15 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

Jeff McNaught	Chair
Jack Eccles	Vice Chair
John N. Tramontozzi	
Shawn M. MacMaster	
Mark Garipay	
Jen Grigoraitis	
Leila Migliorelli	
Robb Stewart	
Cory Thomas	
Maya Jamaleddine	
Christopher Cinella	President, ex oficio

Motion: statement of remote meeting information

Pursuant to An Act Extending Certain COVID-19 Measures signed by Governor Baker on June 16, 2021 that extended the remote meeting provisions of his March 12th Executive Order Suspending Certain Provisions of the Open-Meeting Law this meeting of the Appropriations Committee will be conducted via remote participation to the greatest extent possible. We will post a comprehensive record of these proceedings as soon as possible after the meeting on the City of Melrose website and on MMTV/ mmtv3.org. The public can find online access instructions to view this meeting at www.cityofmelrose.org/remotemeetings.

II. PUBLIC COMMENT

III. ORDERS

1. **ORDER-2022-48 :** An appropriation from the Rideshare Special Revenue Fund (#2921) in the amount of $9,049.20.

   From: Appropriations Committee — HELD IN COMMITTEE

2. **ORDER-2022-54 :** Police Department 911 Grant Awards

From: City Council ASSIGNED TO COMMITTEE

3. **ORDER-2022-51 :** An Appropriation from the Peg Access Cable Fund (#2922) in the amount of $289,121.48 to MMTV and Melrose Public Schools.

From: City Council ASSIGNED TO COMMITTEE

4. **ORDER-2022-52 :** An Appropriation from Sewer Retained Earnings (account # 84152-590000) in the amount of $46,500 and from Water Retained Earnings (account # 84162-590000) in the amount of $46,500. These funds will be appropriated to Sewer Equipment (account # 604413-551002) in the amount of $46,500 and Water Equipment (account # 614513-551002) in the amount of $46,500.

Offered by: Mayor Paul Brodeur

From: City Council ASSIGNED TO COMMITTEE

5. **ORDER-2022-53 :** Acceptance of Massachusetts Department of Environmental Protection Recycling Dividend Program Grant in the amount of $11,700

Offered by: Mayor Paul Brodeur

From: City Council ASSIGNED TO COMMITTEE

IV. ADJOURNMENT

DEPARTMENT OF PUBLIC WORKS
Administration–Engineering–Water–Sewer–Facilities
Parks–Forestry–Highway–Sanitation–Cemetery–Fleet

CITY OF MELROSE

Elena Proakis Ellis, P.E., BCEE
Director of Public Works

City Yard, 72 Tremont Street
Melrose, Massachusetts 02176
Telephone – (781) 665-0142
E-mail: eproakis@cityofmelrose.org

MEMORANDUM

Date: November 3, 2021

To: City of Melrose City Council

From: Elena Proakis Ellis, Director of Public Works

cc: Paul Brodeur, Mayor
Patrick Dello Russo, CFO/Auditor
Kerriann Golden, Assistant City Auditor
Jim Troup, Asst. DPW Director – Admin. & Finance

Subject: Request to Accept Rideshare Funds

Each year, the City of Melrose receives a disbursement from the Department of Public Utilities associated with the services provided by rideshare companies. The payment is based on 10 cents per ride initiated in Melrose. We are hereby requesting acceptance of funds in the amount of $9,049.20 to be used on projects that address infrastructure impacted by rideshare services. The amount of $9,049.20 represents the municipal portion of 10 cents per ride for 90,492 rides that originated in Melrose in 2020. This number is down from prior years due to the pandemic but still provides value in our ability to complete small projects that do not have another identified funding source.

The 2020 funds are proposed to be used to install accessible curb ramps at the intersection of Howard Street and Sunset Road. This portion of Howard Street was recommended for Complete Streets improvements in the City's 2017 Prioritization Plan, however the present funding approach from MassDOT will not result in work being completed along this corridor for many years via the competitive MassDOT Complete Streets grant program. While other intersections along this corridor may require upgrades to become fully accessible in the future (e.g., tactile warning pads), the intersection at Sunset Road is currently the only barrier to a continuous path with curb ramps on the north side of Howard Street from the Saugus line to Green Street. Completion of this work will substantially improve accessibility along this corridor.

There is no City match component to this funding source. We would be happy to answer any questions about this requested acceptance of funds.

Upton, Kim

From: 911DeptGrants (EPS) <911deptgrants@state.ma.us>
Sent: Tuesday, November 2, 2021 3:59 PM
To: Lyle, Mike
Cc: Upton, Kim
Subject: FY22 EMD Grant Award
Attachments: Scanned from a Commonwealth Xerox Multifunction Printer.pdf

Good Afternoon,

Attached you will find a scanned copy of your award letter and contract for your **FY2022 Emergency Medical Dispatch Grant.**

Please be sure to make a copy of these for your grant file, as they will not be mailed.

Your effective contract start date is: November 2, 2021

- **There shall be no reimbursement for costs incurred prior to the Effective Date of the Contract.**
- **All goods and services SHALL be received on or before June 30, 2022 to be eligible for reimbursement.**
- **Reimbursement requests should be submitted to the Department within thirty (30) days of the date on which the cost is incurred.** Reimbursement requests must include expenditure and activity reports as well as supporting documentation, including but not limited to, copies of receipts, proof of payment and/or payroll records. All requests for reimbursement **shall be submitted by July 31, 2022**.

REIMBURSEMENT REQUEST FORMS CAN BE FOUND HERE:
https://www.mass.gov/lists/state-911-department-grant-reimbursement

Thank you.

Cindy Reynolds
Grants Specialist

State 911 Department
151 Campanelli Drive, Suite A
Middleborough, MA 02346
DIRECT: 508-821-7299
FAX: 508-947-1452
E-Mail: 911DeptGrants@mass.gov
Forms | Applications | EMD Resources | Approved Trainings | www.mass.gov/E911

The Commonwealth of Massachusetts
EXECUTIVE OFFICE OF PUBLIC SAFETY AND SECURITY
STATE 911 DEPARTMENT
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www.mass.gov/e911

CHARLES D. BAKER
Governor

KARYN E. POLITO
Lieutenant Governor

TERRENCE M. REID
Secretary

FRANK POZNIAK
Executive Director

November 2, 2021

Chief Michael L. Lyle
Melrose Police Department
56 West Foster Street
Melrose, MA 02176

Dear Chief Lyle:

The Commonwealth of Massachusetts, State 911 Department would like to thank you for participating in the **FY2022 State 911 Department Emergency Medical Dispatch Grant Program.**

For your files, attached please find a copy of the executed contract for your grant. Please note your contract start date is **November 2, 2021** and will run through June 30, 2022. Please keep in mind that there shall be no reimbursement for costs incurred prior to the effective date of the contract and all goods and services MUST be received on or before June 30, 2022.

Reimbursement requests should be submitted to the Department within **thirty (30) days** of the date on which the cost is incurred. We have made the request for payment forms available on our website www.mass.gov/e911. For any questions related to this process, please contact Michelle Hallahan at 508-821-7216. Please note that funding of reimbursement requests received more than one (1) month after the close of the fiscal year under which costs were incurred cannot be guaranteed.

If, in the future, you would like to make any changes to the authorized signatory, the contract manager, and/or the budget worksheet, please e-mail those proposed changes to 911DeptGrants@mass.gov. Grantees are strongly encouraged to submit final, year-end budget modification requests on or before March 31, 2022.

Sincerely,

Frank P. Pozniak
Executive Director

cc: FY2022 Emergency Medical Dispatch Grant File

COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM

This form is jointly issued and published by the Office of the Comptroller (CTR), the Executive Office for Administration and Finance (ANF), and the Operational Services Division (OSD) as the default contract for all Commonwealth Departments when another form is not prescribed by regulation or policy. The Commonwealth deems void any changes made on or by attachment (in the form of addendum, engagement letters, contract forms or invoice terms) to the terms in this published form or to the Standard Contract Form Instructions and Contractor Certifications, the Commonwealth Terms and Conditions for Human and Social Services or the Commonwealth IT Terms and Conditions which are incorporated by reference herein. Additional non-conflicting terms may be added by Attachment. Contractors are required to access published forms at CTR Forms: https://www.macomptroller.org/forms. Forms are also posted at OSD Forms: https://www.mass.gov/lists/osd-forms.

CONTRACTOR LEGAL NAME: City of Melrose **(and d/b/a):** Melrose Police Department	**COMMONWEALTH DEPARTMENT NAME:** State 911 Department **MMARS Department Code:** EPS
Legal Address: (W-9, W-4): 562 Main Street, Melrose MA, 02176	**Business Mailing Address:** 151 Campanelli Drive, Suite A, Middleborough, MA 02346
Contract Manager: Kim Upton **Phone:** 781.979.4457	**Billing Address (if different):**
E-Mail: kupton@cityofmelrose.org **Fax:** 781.979.4488	**Contract Manager:** Cindy Reynolds **Phone:** 508-821-7299
Contractor Vendor Code: VC 6000192116	**E-Mail:** 911DeptGrants@mass.gov **Fax:** 508-947-1452
Vendor Code Address ID (e.g. "AD001"): AD 001 . **(Note: The Address ID must be set up for EFT payments.)**	**MMARS Doc ID(s):** CT EPS EMDG **RFR/Procurement or Other ID Number:** FY22 EMDG

X NEW CONTRACT

PROCUREMENT OR EXCEPTION TYPE: (Check one option only)

- __ **Statewide Contract** (OSD or an OSD-designated Department)
- __ **Collective Purchase** (Attach OSD approval, scope, budget)
- X **Department Procurement** (includes all Grants - 815 CMR 2.00) (Solicitation Notice or RFR, and Response or other procurement supporting documentation)
- __ **Emergency Contract** (Attach justification for emergency, scope, budget)
- __ **Contract Employee** (Attach Employment Status Form, scope, budget)
- __ **Other Procurement Exception** (Attach authorizing language, legislation with specific exemption or earmark, and exception justification, scope and budget)

__ CONTRACT AMENDMENT

Enter **Current Contract End Date *Prior*** to Amendment: _____, 20___.

Enter **Amendment Amount:** $ _____. (or "no change")

AMENDMENT TYPE: (Check one option only. Attach details of amendment changes.)

- __ **Amendment to Date, Scope or Budget** (Attach updated scope and budget)
- __ **Interim Contract** (Attach justification for Interim Contract and updated scope/budget)
- __ **Contract Employee** (Attach any updates to scope or budget)
- __ **Other Procurement Exception** (Attach authorizing language/justification and updated scope and budget)

The Standard Contract Form Instructions and Contractor Certifications and the following Commonwealth Terms and Conditions document are incorporated by reference into this Contract and are legally binding: (Check ONE option): X Commonwealth Terms and Conditions __ Commonwealth Terms and Conditions For Human and Social Services __ Commonwealth IT Terms and Conditions

COMPENSATION: (Check ONE option): The Department certifies that payments for authorized performance accepted in accordance with the terms of this Contract will be supported in the state accounting system by sufficient appropriations or other non-appropriated funds, subject to intercept for Commonwealth owed debts under 815 CMR 9.00.

__ **Rate Contract.** (No Maximum Obligation) Attach details of all rates, units, calculations, conditions or terms and any changes if rates or terms are being amended.)

X **Maximum Obligation Contract.** Enter total maximum obligation for total duration of this contract (or *new* total if Contract is being amended). $ 18,000.00

PROMPT PAYMENT DISCOUNTS (PPD): Commonwealth payments are issued through EFT 45 days from invoice receipt. Contractors requesting accelerated payments must identify a PPD as follows: Payment issued within 10 days __% PPD; Payment issued within 15 days __ % PPD; Payment issued within 20 days __ % PPD; Payment issued within 30 days __% PPD. If PPD percentages are left blank, identify reason: X agree to standard 45 day cycle __ statutory/legal or Ready Payments (M.G.L. c. 29, § 23A); __ only initial payment (subsequent payments scheduled to support standard EFT 45 day payment cycle. See Prompt Pay Discounts Policy.)

BRIEF DESCRIPTION OF CONTRACT PERFORMANCE or REASON FOR AMENDMENT: (Enter the Contract title, purpose, fiscal year(s) and a detailed description of the scope of performance or what is being amended for a Contract Amendment. Attach all supporting documentation and justifications.) **Contract is for the reimbursement of funds under the State 911 Department FY 2022 Emergency Medical Dispatch Grant as authorized and awarded in compliance with the grant guidelines and the grantee's approved application.**

ANTICIPATED START DATE: (Complete ONE option only) The Department and Contractor certify for this Contract, or Contract Amendment, that Contract obligations:

X 1. may be incurred as of the Effective Date (latest signature date below) and no obligations have been incurred prior to the Effective Date.

__ 2. may be incurred as of _____, 20___, a date LATER than the Effective Date below and no obligations have been incurred prior to the Effective Date.

__ 3. were incurred as of _____, 20___, a date PRIOR to the Effective Date below, and the parties agree that payments for any obligations incurred prior to the Effective Date are authorized to be made either as settlement payments or as authorized reimbursement payments, and that the details and circumstances of all obligations under this Contract are attached and incorporated into this Contract. Acceptance of payments forever releases the Commonwealth from further claims related to these obligations.

CONTRACT END DATE: Contract performance shall terminate as of June 30 , 2022, with no new obligations being incurred after this date unless the Contract is properly amended, provided that the terms of this Contract and performance expectations and obligations shall survive its termination for the purpose of resolving any claim or dispute, for completing any negotiated terms and warranties, to allow any close out or transition performance, reporting, invoicing or final payments, or during any lapse between amendments.

CERTIFICATIONS: Notwithstanding verbal or other representations by the parties, the **"Effective Date"** of this Contract or Amendment shall be the latest date that this Contract or Amendment has been executed by an authorized signatory of the Contractor, the Department, or a later Contract or Amendment Start Date specified above, subject to any required approvals. The Contractor certifies that they have accessed and reviewed all documents incorporated by reference as electronically published and the Contractor makes all certifications required under the Standard Contract Form Instructions and Contractor Certifications under the pains and penalties of perjury, and further agrees to provide any required documentation upon request to support compliance, and agrees that all terms governing performance of this Contract and doing business in Massachusetts are attached or incorporated by reference herein according to the following hierarchy of document precedence, the applicable Commonwealth Terms and Conditions, this Standard Contract Form, the Standard Contract Form Instructions and Contractor Certifications, the Request for Response (RFR) or other solicitation, the Contractor's Response (excluding any language stricken by a Department as unacceptable, and additional negotiated terms, provided that additional negotiated terms will take precedence over the relevant terms in the RFR and the Contractor's Response only if made using the process outlined in 801 CMR 21.07, incorporated herein, provided that any amended RFR or Response terms result in best value, lower costs, or a more cost effective Contract.

AUTHORIZING SIGNATURE FOR THE CONTRACTOR:

X: _____. Date: 10/7/2021

(Signature and Date Must Be Handwritten At Time of Signature)

Print Name: Michael L. Lyle

Print Title: Chief of Police, City of Melrose

AUTHORIZING SIGNATURE FOR THE COMMONWEALTH:

X: _____. Date: 11/2/21

(Signature and Date Must Be Handwritten At Time of Signature)

Print Name: Frank Pozniak

Print Title: Executive Director

Upton, Kim

From: 911DeptGrants (EPS) <911deptgrants@state.ma.us>
Sent: Tuesday, November 2, 2021 4:03 PM
To: Lyle, Mike
Cc: Upton, Kim
Subject: FY2022 Support and Incentive Grant Award
Attachments: Scanned from a Commonwealth Xerox Multifunction Printer.pdf

Good Afternoon,

Attached you will find a scanned copy of your award letter, contract and your Appendix A - Personnel Costs form for your **FY2022 Support and Incentive Grant.**

Please be sure to make a copy of these for your grant file, as they will not be mailed.

Your effective contract start date is: November 2, 2021

- **There shall be no reimbursement for costs incurred prior to the Effective Date of the Contract.**
- **All goods and services SHALL be received on or before June 30, 2022 to be eligible for reimbursement.**
- **Reimbursement requests should be submitted to the Department within thirty (30) days of the date on which the cost is incurred.** Reimbursement requests must include expenditure and activity reports as well as supporting documentation, including but not limited to, copies of receipts, proof of payment and/or payroll records. All requests for reimbursement **shall be submitted by July 31, 2022**.

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Thank you.

Cindy Reynolds
Grants Specialist

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Governor

KARYN E. POLITO
Lt. Governor

TERRENCE M. REIDY
Secretary

FRANK POZNIAK
Executive Director

November 2, 2021

Chief Michael L. Lyle
Melrose Police Department
56 West Foster Street
Melrose, MA 02176

Dear Chief Lyle:

The Commonwealth of Massachusetts, State 911 Department would like to thank you for participating in the **FY 2022 State 911 Department Support and Incentive Grant** program.

For your files, attached please find a copy of the executed contract and the final approved Appendix A: Personnel Costs form for your grant. Please note your contract start date is **November 2, 2021** and will run through June 30, 2022. Please keep in mind that there shall be no reimbursement for costs incurred prior to the effective date of the contract and all goods and services MUST be received on or before June 30, 2022.

Reimbursement requests should be submitted to the Department within **thirty (30) days** of the date on which the cost is incurred. We have made the request for payment forms available on our website www.mass.gov/E911. For any questions related to this process, please contact Michelle Hallahan at 508-821-7216. Please note that funding of reimbursement requests received more than one (1) month after the close of the fiscal year under which costs were incurred cannot be guaranteed.

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Sincerely,

Frank P. Pozniak
Executive Director

cc: FY 2022 Support and Incentive Grant File

FY 2022 SUPPORT AND INCENTIVE GRANT

COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM

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CONTRACTOR LEGAL NAME: City of Melrose **(and d/b/a):** Melrose Police Department	**COMMONWEALTH DEPARTMENT NAME:** State 911 Department **MMARS Department Code:** EPS
Legal Address: (W-9, W-4): 562 Main Street, Melrose MA 02176	**Business Mailing Address:** 151 Campanelli Drive, Suite A, Middleborough, MA 02346
Contract Manager: Kim Upton **Phone:** 781.979.4457	**Billing Address (if different):**
E-Mail: kupton@cityofmelrose.org **Fax:** 781.979.4488	**Contract Manager:** Cindy Reynolds **Phone:** 508-821-7299
Contractor Vendor Code: VC 6000192116	**E-Mail:** 911DeptGrants@mass.gov **Fax:** 508-947-1452
Vendor Code Address ID (e.g. "AD001"): AD 001 . **(Note: The Address ID must be set up for EFT payments.)**	**MMARS Doc ID(s):** CT EPS SUPG **RFR/Procurement or Other ID Number:** FY22 SUPG

X NEW CONTRACT

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- __ **Collective Purchase** (Attach OSD approval, scope, budget)
- X **Department Procurement** (includes all Grants - 815 CMR 2.00) (Solicitation Notice or RFR, and Response or other procurement supporting documentation)
- __ **Emergency Contract** (Attach justification for emergency, scope, budget)
- __ **Contract Employee** (Attach Employment Status Form, scope, budget)
- __ **Other Procurement Exception** (Attach authorizing language, legislation with specific exemption or earmark, and exception justification, scope and budget)

CONTRACT AMENDMENT

Enter **Current Contract End Date *Prior*** to Amendment: _____, 20___.

Enter **Amendment Amount:** $_____. (or "no change")

AMENDMENT TYPE: (Check one option only. Attach details of amendment changes.)

- __ **Amendment to Date, Scope or Budget** (Attach updated scope and budget)
- __ **Interim Contract** (Attach justification for Interim Contract and updated scope/budget)
- __ **Contract Employee** (Attach any updates to scope or budget)
- __ **Other Procurement Exception** (Attach authorizing language/justification and updated scope and budget)

The Standard Contract Form Instructions and Contractor Certifications and the following Commonwealth Terms and Conditions document are incorporated by reference into this Contract and are legally binding: (Check ONE option): X Commonwealth Terms and Conditions __ Commonwealth Terms and Conditions For Human and Social Services __ Commonwealth IT Terms and Conditions

COMPENSATION: (Check ONE option): The Department certifies that payments for authorized performance accepted in accordance with the terms of this Contract will be supported in the state accounting system by sufficient appropriations or other non-appropriated funds, subject to intercept for Commonwealth owed debts under 815 CMR 9.00.

- __ **Rate Contract.** (No Maximum Obligation) Attach details of all rates, units, calculations, conditions or terms and any changes if rates or terms are being amended.)
- X **Maximum Obligation Contract.** Enter total maximum obligation for total duration of this contract (or ***new*** total if Contract is being amended). $ 90,505.00 .

PROMPT PAYMENT DISCOUNTS (PPD): Commonwealth payments are issued through EFT 45 days from invoice receipt. Contractors requesting **accelerated** payments must identify a PPD as follows: Payment issued within 10 days __% PPD; Payment issued within 15 days __% PPD; Payment issued within 20 days __% PPD; Payment issued within 30 days __ % PPD. If PPD percentages are left blank, identify reason: X agree to standard 45 day cycle __ statutory/legal or Ready Payments (M.G.L. c. 29, § 23A); __ only initial payment (subsequent payments scheduled to support standard EFT 45 day payment cycle. See Prompt Pay Discounts Policy.)

BRIEF DESCRIPTION OF CONTRACT PERFORMANCE or REASON FOR AMENDMENT: (Enter the Contract title, purpose, fiscal year(s) and a detailed description of the scope of performance or what is being amended for a Contract Amendment. Attach all supporting documentation and justifications.) **Contract is for the reimbursement of funds under the State 911 Department FY 2022 Public Safety Answering Point and Regional Emergency Communication Center Support and Incentive Grant as authorized and awarded in compliance with the grant guidelines and the grantee's approved application.**

ANTICIPATED START DATE: (Complete ONE option only) The Department and Contractor certify for this Contract, or Contract Amendment, that Contract obligations:

- X 1. may be incurred as of the Effective Date (latest signature date below) and no obligations have been incurred prior to the Effective Date.
- __ 2. may be incurred as of _____, 20___, a date **LATER** than the Effective Date below and no obligations have been incurred prior to the Effective Date.
- __ 3. were incurred as of _____, 20___, a date **PRIOR** to the Effective Date below, and the parties agree that payments for any obligations incurred prior to the Effective Date are authorized to be made either as settlement payments or as authorized reimbursement payments, and that the details and circumstances of all obligations under this Contract are attached and incorporated into this Contract. Acceptance of payments forever releases the Commonwealth from further claims related to these obligations.

CONTRACT END DATE: Contract performance shall terminate as of **June 30, 2022**, with no new obligations being incurred after this date unless the Contract is properly amended, provided that the terms of this Contract and performance expectations and obligations shall survive its termination for the purpose of resolving any claim or dispute, for completing any negotiated terms and warranties, to allow any close out or transition performance, reporting, invoicing or final payments, or during any lapse between amendments.

CERTIFICATIONS: Notwithstanding verbal or other representations by the parties, the **"Effective Date"** of this Contract or Amendment shall be the latest date that this Contract or Amendment has been executed by an authorized signatory of the Contractor, the Department, or a later Contract or Amendment Start Date specified above, subject to any required approvals. The Contractor certifies that they have accessed and reviewed all documents incorporated by reference as electronically published and the Contractor makes all certifications required under the Standard Contract Form Instructions and Contractor Certifications under the pains and penalties of perjury, and further agrees to provide any required documentation upon request to support compliance, and agrees that all terms governing performance of this Contract and doing business in Massachusetts are attached or incorporated by reference herein according to the following hierarchy of document precedence, the applicable Commonwealth Terms and Conditions, this Standard Contract Form, the Standard Contract Form Instructions and Contractor Certifications, the Request for Response (RFR) or other solicitation, the Contractor's Response (excluding any language stricken by a Department as unacceptable, and additional negotiated terms, provided that additional negotiated terms will take precedence over the relevant terms in the RFR and the Contractor's Response only if made using the process outlined in 801 CMR 21.07, incorporated herein, provided that any amended RFR or Response terms result in best value, lower costs, or a more cost effective Contract.

AUTHORIZING SIGNATURE FOR THE CONTRACTOR:

X: _____. Date: 10/26/2021

(Signature and Date Must Be Handwritten at Time of Signature)

Print Name: Michael L. Lyle .

Print Title: Chief of Police, City of Melrose .

AUTHORIZING SIGNATURE FOR THE COMMONWEALTH:

X: _____. Date: 11/2/21

(Signature and Date Must Be Handwritten at Time of Signature)

Print Name: Frank Pozniak .

Print Title: Executive Director .

Upton, Kim

From: 911DeptGrants (EPS) <911deptgrants@state.ma.us>
Sent: Wednesday, November 10, 2021 2:59 PM
To: Lyle, Mike
Cc: Upton, Kim
Subject: FY22 Training Grant Award
Attachments: Scanned from a Commonwealth Xerox Multifunction Printer.pdf

Good Afternoon,

Attached you will find a scanned copy of your award letter, contract, and your final approved Personnel Costs Worksheet(s) for your **FY2022 Training Grant.**

Please be sure to make a copy of these for your grant file, as they will not be mailed.

Your effective contract start date is: November 10, 2021

- **There shall be no reimbursement for costs incurred prior to the Effective Date of the Contract.**
- **All goods and services SHALL be received on or before June 30, 2022 to be eligible for reimbursement.**
- **Reimbursement requests should be submitted to the Department within thirty (30) days of the date on which the cost is incurred.** Reimbursement requests must include expenditure and activity reports as well as supporting documentation, including but not limited to, copies of receipts, proof of payment and/or payroll records. All requests for reimbursement **shall be submitted by July 31, 2022**.

REIMBURSEMENT REQUEST FORMS CAN BE FOUND HERE: https://www.mass.gov/lists/state-911-department-grant-reimbursement

Thank you.

Cindy Reynolds
Grants Specialist

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CHARLES D. BAKER
Governor

KARYN E. POLITO
Lt. Governor

TERRENCE M. REIDY
Secretary

FRANK POZNIAK
Executive Director

November 10, 2021

Chief Michael L. Lyle
Melrose Police Department
56 West Foster Street
Melrose, MA 02176

Dear Chief Lyle:

The Commonwealth of Massachusetts, State 911 Department would like to thank you for participating in the **FY2022 State 911 Department Training Grant Program.**

For your files, attached please find a copy of the executed contract and the final approved Personnel Cost Worksheet for your grant. Please note your contract start date is **November 10, 2021** and will run through June 30, 2022. Please keep in mind that there shall be no reimbursement for costs incurred prior to the effective date of the contract and all goods and services MUST be received on or before June 30, 2022.

Reimbursement requests should be submitted to the Department within **thirty (30) days** of the date on which the cost is incurred. We have made the request for payment forms available on our website www.mass.gov/e911. For any questions related to this process, please contact Karen Robitaille at 508-821-7221. Please note that funding of reimbursement requests received more than one (1) month after the close of the fiscal year under which costs were incurred cannot be guaranteed.

If, in the future, you would like to make any changes to the authorized signatory, the contract manager, add personnel, or to request approval for trainings, please e-mail those proposed changes to 911DeptGrants@mass.gov.

Sincerely,

Frank P. Pozniak
Executive Director

cc: FY2022 Training Grant File

COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM

This form is jointly issued and published by the Office of the Comptroller (CTR), the Executive Office for Administration and Finance (ANF), and the Operational Services Division (OSD) as the default contract for all Commonwealth Departments when another form is not prescribed by regulation or policy. The Commonwealth deems void any changes made on or by attachment (in the form of addendum, engagement letters, contract forms or invoice terms) to the terms in this published form or to the Standard Contract Form Instructions, Contractor Certifications and Commonwealth Terms and Conditions which are incorporated by reference herein. Additional non-conflicting terms may be added by Attachment. Contractors are required to access published forms at CTR Forms: https://www.macomptroller.org/forms. Forms are also posted at OSD Forms: https://www.mass.gov/lists/osd-forms.

CONTRACTOR LEGAL NAME: City of Melrose **(and d/b/a):** Melrose Police Department	**COMMONWEALTH DEPARTMENT NAME:** State 911 Department **MMARS Department Code:** EPS
Legal Address: (W-9, W-4): 562 Main Street, Melrose MA 02176	**Business Mailing Address:** 151 Campanelli Drive, Suite A, Middleborough, MA 02346
Contract Manager: Kim Upton **Phone:** 781.979.4457	**Billing Address (if different):**
E-Mail: kupton@cityofmelrose.org **Fax:** 781.979.4488	**Contract Manager:** Cindy Reynolds **Phone:** 508-821-7299
Contractor Vendor Code: VC 6000192116	**E-Mail:** 911DeptGrants@mass.gov **Fax:** 508-947-1452
Vendor Code Address ID (e.g. "AD001"): AD 001 **(Note: The Address ID must be set up for EFT payments.)**	**MMARS Doc ID(s):** CT EPS GRNT **RFR/Procurement or Other ID Number:** FY22 GRNT

X NEW CONTRACT

PROCUREMENT OR EXCEPTION TYPE: (Check one option only)

- __ **Statewide Contract** (OSD or an OSD-designated Department)
- __ **Collective Purchase** (Attach OSD approval, scope, budget)
- X **Department Procurement** (includes all Grants - 815 CMR 2.00) (Solicitation Notice or RFR, and Response or other procurement supporting documentation)
- __ **Emergency Contract** (Attach justification for emergency, scope, budget)
- __ **Contract Employee** (Attach Employment Status Form, scope, budget)
- __ **Other Procurement Exception** (Attach authorizing language, legislation with specific exemption or earmark, and exception justification, scope and budget)

__ CONTRACT AMENDMENT

Enter **Current Contract End Date** ***Prior*** to Amendment: _____, 20___.

Enter **Amendment Amount:** $_____. (or "no change")

AMENDMENT TYPE: (Check one option only. Attach details of amendment changes.)

- __ **Amendment to Date, Scope or Budget** (Attach updated scope and budget)
- __ **Interim Contract** (Attach justification for Interim Contract and updated scope/budget)
- __ **Contract Employee** (Attach any updates to scope or budget)
- __ **Other Procurement Exception** (Attach authorizing language/justification and updated scope and budget)

The Standard Contract Form Instructions, Contractor Certifications and the following Commonwealth Terms and Conditions document is incorporated by reference into this Contract and are legally binding: (Check ONE option): X Commonwealth Terms and Conditions __ Commonwealth Terms and Conditions For Human and Social Services

COMPENSATION: (Check ONE option): The Department certifies that payments for authorized performance accepted in accordance with the terms of this Contract will be supported in the state accounting system by sufficient appropriations or other non-appropriated funds, subject to intercept for Commonwealth owed debts under 815 CMR 9.00.

__ **Rate Contract.** (No Maximum Obligation) Attach details of all rates, units, calculations, conditions or terms and any changes if rates or terms are being amended.)

X **Maximum Obligation Contract.** Enter total maximum obligation for total duration of this contract (or ***new*** total if Contract is being amended). $ 83,518.05

PROMPT PAYMENT DISCOUNTS (PPD): Commonwealth payments are issued through EFT 45 days from invoice receipt. Contractors requesting **accelerated** payments must identify a PPD as follows: Payment issued within 10 days__% PPD; Payment issued within 15 days __% PPD; Payment issued within 20 days __% PPD; Payment issued within 30 days __% PPD. If PPD percentages are left blank, identify reason: X agree to standard 45 day cycle __statutory/legal or Ready Payments (M.G.L. c. 29, § 23A); __only initial payment (subsequent payments scheduled to support standard EFT 45 day payment cycle. See Prompt Pay Discounts Policy.)

BRIEF DESCRIPTION OF CONTRACT PERFORMANCE or REASON FOR AMENDMENT: (Enter the Contract title, purpose, fiscal year(s) and a detailed description of the scope of performance or what is being amended for a Contract Amendment. Attach all supporting documentation and justifications.) **Contract is for the reimbursement of funds under the State 911 Department FY 2022 Training Grant as authorized and awarded in compliance with the grant guidelines and the grantee's approved application.**

ANTICIPATED START DATE: (Complete ONE option only) The Department and Contractor certify for this Contract, or Contract Amendment, that Contract obligations:

X 1. may be incurred as of the Effective Date (latest signature date below) and no obligations have been incurred prior to the Effective Date.

__ 2. may be incurred as of _____, 20___, a date LATER than the Effective Date below and no obligations have been incurred prior to the Effective Date.

__ 3. were incurred as of _____, 20___, a date PRIOR to the Effective Date below, and the parties agree that payments for any obligations incurred prior to the Effective Date are authorized to be made either as settlement payments or as authorized reimbursement payments, and that the details and circumstances of all obligations under this Contract are attached and incorporated into this Contract. Acceptance of payments forever releases the Commonwealth from further claims related to these obligations.

CONTRACT END DATE: Contract performance shall terminate as of **June 30, 2022**, with no new obligations being incurred after this date unless the Contract is properly amended, provided that the terms of this Contract and performance expectations and obligations shall survive its termination for the purpose of resolving any claim or dispute, for completing any negotiated terms and warranties, to allow any close out or transition performance, reporting, invoicing or final payments, or during any lapse between amendments.

CERTIFICATIONS: Notwithstanding verbal or other representations by the parties, the **"Effective Date"** of this Contract or Amendment shall be the latest date that this Contract or Amendment has been executed by an authorized signatory of the Contractor, the Department, or a later Contract or Amendment Start Date specified above, subject to any required approvals. The Contractor certifies that they have accessed and reviewed all documents incorporated by reference as electronically published and the Contractor makes all certifications required under the Standard Contract Form Instructions and Contractor Certifications under the pains and penalties of perjury, and further agrees to provide any required documentation upon request to support compliance, and agrees that all terms governing performance of this Contract and doing business in Massachusetts are attached or incorporated by reference herein according to the following hierarchy of document precedence, this Standard Contract Form, the Standard Contract Form Instructions, Contractor Certifications, the applicable Commonwealth Terms and Conditions, the Request for Response (RFR) or other solicitation, the Contractor's Response, and additional negotiated terms, provided that additional negotiated terms will take precedence over the relevant terms in the RFR and the Contractor's Response only if made using the process outlined in 801 CMR 21.07, incorporated herein, provided that any amended RFR or Response terms result in best value, lower costs, or a more cost effective Contract.

AUTHORIZING SIGNATURE FOR THE CONTRACTOR:

X: _____. Date: 10/7/2021

(Signature and Date Must Be Handwritten at Time of Signature)

Print Name: Michael L. Lyle

Print Title: Chief of Police, City of Melrose

AUTHORIZING SIGNATURE FOR THE COMMONWEALTH:

X: _____. Date: 11/10/21

(Signature and Date Must Be Handwritten at Time of Signature)

Print Name: Frank Pozniak

Print Title: Executive Director

DEPARTMENT OF PUBLIC WORKS
Administration–Engineering–Water–Sewer–Facilities
Parks–Forestry–Highway–Sanitation–Cemetery–Fleet

CITY OF MELROSE

James Troup
Assistant Director – Administration & Finance

City Yard, 72 Tremont Street
Melrose, Massachusetts 02176
Telephone – (781) 665-0142
E-mail: jtroup@cityofmelrose.org

MEMORANDUM

Date: December 2, 2021

To: Paul Brodeur, Mayor
City of Melrose City Council

From: James Troup, Asst. Director – Administration & Finance

cc: Elena Proakis Ellis, DPW Director
Patrick Dello Russo, CFO/Auditor
Kerriann Golden, Assistant City Auditor
Margot Fleishman, Director of Strategic Initiatives

Subject: Request for Appropriation from Retained Earnings for Capital Purchase

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As the City approaches a critical winter season, the Department of Public Works is faced with several challenges in delivering services to the City. The equipment used to address water and sewer infrastructure repairs, coupled with our pending snow operations, has presented an immediate need. In conducting a search for a replacement loader, we have discovered that lead times for these heavy vehicles has exceeded 18 months. Currently, there is one inoperable loader, further taxing an aging fleet. The DPW has received notification that there is a loader available with all of the necessary accessories to allow us to continue to deliver the above mentioned services.

With cooperation from the City's CFO/Auditor's office, we have identified a strategy to act quickly to secure this vehicle. Please accept this request to appropriate retained earnings in the amount of $93,000, divided equally between Water and Sewer Enterprise Accounts ($46,500 each), in order to purchase and deliver this vehicle before the winter operations commence.

As a matter of conversation, approximately three weeks ago, a similar opportunity was presented to the DPW. In the matter of 30 minutes, the vehicle was sold as we pondered a fiscally responsible strategy that would not compromise our operating budget. We considered this a tremendous lost opportunity. Thus, time is of the essence and we appreciate the Melrose Finance Team's sense of urgency to have these funds in place. We are confident that this necessary purchase will position us to continue to deliver the services that the City expects and helps address the pending concern over snow operations, the aging fleet, and rising costs to repair and maintain our equipment.

Attached to this memo is the current quote that is available to the Melrose DPW. Feel welcome to contact me with any questions. Thank you for your consideration of this important matter.

UNITED Construction & Forestry

Main Office

(Rt. 20) 80 Southbridge Rd.
PO Box 578
North Oxford, MA 01537
Phone: (508) 987-8786
Fax: (508) 987-3578

Branch Offices

- Rt 6 & 136, PO Box 238
  N Swansea, MA 02777
- 4 Sterling Rd.
  N Billerica, MA 01862
- 1620 Page Blvd. (Rt 20)
  Springfield, MA 01104
- 88 Camelot Dr. #42
  Plymouth, MA 02360

November 10, 2021

City of Melrose DPW
562 Main Street
Melrose, MA 02176

United Construction & Forestry LLC is pleased to offer the following proposal for a new 2021 John Deere 544 P Loader utilizing the Sourcewell Contract 032119-JDC & Member ID 116115, per your requested specifications.

2021 John Deere 544 P Loader, in stock unit with 26 hours on hourmeter

Deere wet sleeved PowerTech™ PVS 6068 engine, EPA certified Final Tier 4 emissions, 166 Net HP
Engine block heater, chrome exhaust stack, engine compartment light
Standard rear differential axle and hydraulic front differential axle with manual front diff lock
Inboard planetary drive and inboard wet disk brakes
5-speed powershift transmission, Quick shift button with automatic/manual shift modes
Factory-installed ride control
Engine air intake system with precleaner
Bridgestone 20.5 R 25 L3 radial tires on 3 piece wheels
Full width front & rear fenders with mud flaps, left & ride side platforms, left side steps into cab
Three function loader hydraulics, with single lever control of loader/bucket functions, joystick controls, FNR on joystick,
John Deere ZBar linkage - new standard parallelism is 8 degrees minimizing rollback
John Deere 416 series coupler, GEM 3.0 cy QC loader bucket with bolt on cutting edge, NO FORKS
In cab adjustable automatic boom height kickout, return to carry, and new updated return to dig feature allowing dump & curl positions with in-cab switch
ROPS/FOPS cab, with premium heated, high-back, cloth/leather air suspension seat with lumbar adjustment & back rest extension, 7" display monitor, heater, air conditioning, defrosters with new blower vent for rear window defrost, pressurizer, windshield wipers/washers front & rear, intermittent type, sun visor, and new standard dual tilt steering column.
Premium AM/FM/WB radio with Bluetooth, remote aux & remote USB port
Dual exterior heated oversize mirrors remote powered
12/24 volt – 15 amp converter; 140 amp alternator
5 lb. multi-purpose (ABC) dry chemical fire extinguisher
Two 950 CCA batteries, Lockable master electrical disconnect switch
Premium LED light package
Rear camera
Transmission side frame guards and bottom guards
SMV & Lighted License Plate Bracket
Rear cast bumper/counterweight with rear hitch and locking pin
Environmental drain & ports
JDLink Connectivity remote telematic machine monitoring
Operator's manual along with parts and repair on USB stick
Standard 12 months unlimited hour factory warranty with additional 48 months up to 5000 hours full Comprehensive extended warranty.
Whelen M2 series LED lights
Lubrication Technologies lube system installed

Price	$198,000.00
Trade allowance for 2006 JD 544J Loader #DW544JZ602479	-$25,000.00
Net delivered price after trade	$173,000.00

Option: GEM 3 cy Grapple Bucket installed, additional cost $25,800.00

Municipal Lease Option:
We are including pricing for Deere Credit Inc. Municipal Lease payment options. During the lease period the City of Melrose will be required to provide physical damage and liability insurance with Deere Credit, Inc. named as Loss Payee. Upon completion of all scheduled lease payments and upon the lease buyout payment of $1.00, the City will own the equipment at no additional cost. The current interest rate is 2.50%.

Five (5) year, annual advance lease, based on $173,000., the annual advance lease payment is $36,349.41 each

If you exercise the option for the GEM 3 cy grapple bucket, the additional amount to lease payment is $5,420.90 each.

This is currently an in-stock unit, subject to prior sale.

Delivery: Within 30 days of receipt of written notice of award/signed contract.

This quote is valid for 30 days.

We have five locations to serve your needs, supplying parts and providing service: North Oxford, Springfield, North Swansea, Plymouth, and North Billerica. United Construction & Forestry LLC provides 90% of all John Deere repair and maintenance parts over the counter for immediate delivery, at our branch locations. Special emphasis is placed on stocking those parts determined to be "critical", those which would keep a machine down and which can be replaced easily within two hours. For non-stocked machine down parts, John Deere's parts depot, located in Grimsby, Ontario, provides us with over 95% availability. These parts are provided overnight, through a special delivery arrangement, and are available at each branch location by 8:30 A.M. the next business day.

We appreciate the opportunity to provide this proposal and look forward to being able to supply the City of Melrose DPW with a new 2021 John Deere 544 P Loader. If there are any questions, please call me at 508-713-7311 or Mark Charest, General Manager at 508-989-5703.

Sincerely,
United Construction & Forestry LLC
4 Sterling Rd
North Billerica MA 01862

Gerry Tessier
Sales Representative

DEPARTMENT OF PUBLIC WORKS
Administration & Engineering–Water–Sewer–Facilities
Park & Forestry–Highway–Sanitation–Cemetery–Fleet

CITY OF MELROSE

Elena Proakis Ellis, P.E., BCEE
Director of Public Works

City Hall, 562 Main Street
Melrose, Massachusetts 02176
Telephone – (781) 979-4172
E-mail: eproakis@cityofmelrose.org

MEMORANDUM

To: Mayor Paul Brodeur
Melrose City Council

From: Elena Proakis Ellis, P.E., Director of Public Works

cc: Patrick Dello Russo, CFO/Auditor
Kerriann Golden, Assistant Auditor
Margot Fleishman, Director of Strategic Initiatives
James Troup, Assistant DPW Director – Administration & Finance
Lisa Scott, Environmental Outreach Coordinator

Date: December 1, 2020

Re: Mass DEP Recycling Dividends Program Grant

As a result of our annual application to the Massachusetts Department of Environmental Protection, the City of Melrose Department of Public Works Solid Waste and Recycling team is proud to report that we have qualified for and received an award of $11,700.

As part of the application process, the City of Melrose identifies all of the recycling initiatives that are part of our operation and available to the residents. These practices qualify us for points that are the criteria to determine the amount of the award available to the City. The maximum available is $33,800. Every effort is being made to achieve that goal.

The City achieved points for our efforts toward Organics collection, a Re-Use program (ex. Zero Waste Days), Yard Waste operations, Household Hazardous Waste and CHaRM (Center for Hard to Recycle Materials) events, Outreach and Education efforts, Recycling Center Access (City Yard drop-off), and Textile diversion. Each point was worth $1,300.

This award goes a long way to supplement our operating budget and is 100% dedicated to our recycling effort. The money is used to purchase needed supplies and educational materials, and to fund the services that drive recyclable materials out of the trash stream. The desired goal includes reduced costs on our curbside trash collection, less contamination in our recycling materials, and increased sustainability.

We formally request acceptance of this grant award of $11,700 from the Mass DEP for our Recycling Dividends Program. Funds will be deposited into our Solid Waste and Recycling revolving account (2657) that has been set up by the City Auditor. There is no cost or encumbrance required to enter into this agreement and there will be no effect on the FY22 or FY23 Operating Budget.

SIGN AND RETURN THIS DOCUMENT TO MASSDEP VIA EMAIL

RECYCLING DIVIDEND PROGRAM CONTRACT ("RDP Contract")
BETWEEN THE COMMONWEALTH OF MASSACHUSETTS
DEPARTMENT OF ENVIRONMENTAL PROTECTION ("MassDEP")
AND THE City of Melrose ("Municipality")

Pursuant to the Green Communities Act, relevant provisions of which are codified at M.G.L. c. 25A, Section 11F(d) and the regulations promulgated thereunder at 310 CMR 19.300 and in support of the Massachusetts Solid Waste Master Plan developed pursuant to M.G.L. c. 16, Section 21, MassDEP has awarded the Municipality a Sustainable Materials Recovery Program grant under the Recycling Dividends Program ("RDP"). The Municipality has earned a payment of $11,700.

The Recycling Dividends Program provides payments to municipalities that have implemented specific programs and policies proven to maximize reuse, recycling and waste reduction. Municipalities receive payments according to the number of criteria points their program earns based on the *2021 Grant Guidelines* and number of residents served as described below. RDP provides an incentive for municipalities to improve their recycling programs by implementing best practices and rewards communities with model recycling and waste reduction programs.

Duration: The term of this Contract shall be in effect until the municipality has expended all RDP funds and reported to MassDEP on use of funds.

RESPONSIBILITIES OF THE MUNICIPALITY

1. Authority: The Signatory of this RDP Contract is authorized by the governing body of the Municipality to enter into this Contract on behalf of the Municipality and apply for and accept funds on behalf of the Municipality.

2. Commonwealth Terms and Conditions: The Municipality shall comply with the Commonwealth Terms and Conditions and other requirements set forth in the Municipality's executed Master Agreement.

3. Failure to Comply: If, in the judgment of MassDEP, the Municipality fails to comply with any of its responsibilities identified in this Contract, then, at the election of MassDEP, (a) the Municipality shall repay the RDP funds to MassDEP within 90 days; and/or (b) title to all materials purchased with the RDP funds immediately and without any further steps shall be transferred to MassDEP; and/or (c) MassDEP may find the Municipality not eligible to seek another Sustainable Materials Recovery Program Grant for up to three years. MassDEP may provide written notice to the Municipality of any such failure to comply. Such notice may provide a time period and manner for the Municipality to cease or remedy the failure. Such notice from MassDEP of any such failure by the Municipality is not a precondition to MassDEP's right to select options (a), (b), and/or (c) above. The Municipality shall follow the instructions of MassDEP regarding possession of the materials purchased with RDP funds. The Parties hereby agree to execute any and all documents necessary to accomplish said transfer. Furthermore, the Municipality shall transfer or arrange to transfer actual possession of said materials to an authorized representative of the Commonwealth of Massachusetts or its designee.

4. Recycling in Practice: The Municipality has established paper, bottle and can recycling in all municipal buildings, offices and meeting spaces, including schools. The Municipality shall continue such paper, bottle and can recycling during the term of the RDP Contract.

5. Notification of Buy Recycled Policy: The Grantee has established a written policy which promotes a preference for the purchase of recycled products in lieu of non-recycled products and distributes an annual notification of the Buy Recycled Policy, ordinance or by-law to all staff, department heads and employees with purchasing authority. This notice should be sent from the Mayor, Board of Selectmen, Town Manager, Town Administrator, or Chief Purchasing or Procurement Officer; and should include specific language encouraging the purchase of recycled products as it supports municipal recycling collection programs, recycling markets, and supports closed loop recycling. The Grantee shall continue to send an annual notification during the term of the Grant

SIGN AND RETURN THIS DOCUMENT TO MASSDEP VIA EMAIL

6. RDP Payment Calculation: MassDEP has calculated the RDP Payment using the table below which shows payment brackets based on the number of households served by the municipal solid waste program and the point value for each bracket. *Section 7 – Program Criteria* and the 2021 *Grant Guidelines* describe in detail the conditions for earning points.

RDP Payment Brackets

Trash HH Served	Value of Each Point	Minimum Payment	Maximum Payment
0 - 1,999	$350	$2,800	$9,100
2,000 - 4,999	$600	$4,800	$15,600
5,000 - 7,499	$1,100	$8,800	$28,600
7,500 - 9,499	$1,300	$10,400	$33,800
9,500 - 12,499	$1,800	$14,400	$46,800
12,500 - 16,999	$3,000	$24,000	$78,000
17,000 - 24,999	$3,500	$28,000	$91,000
25,000 - 31,999	$4,000	$32,000	$104,000
32,000 - 99,999	$6,500	$52,000	$169,000
100,000 +	$10,000	$80,000	$260,000

7. Program Criteria: The Municipality, through its RDP application, certifies that all points earned are for programs that were in place no later than June 30, 2021 and that these programs fully meet the performance standard set forth in the *2021 Grant Guidelines*. *Section 13 – RDP Payment Calculation* lists the program criteria for which the Municipality has earned points, and upon which the Municipality's payment was calculated.

8. Use of Funds: RDP Payments shall be expended on Approved Expenses listed in the *Grant Guidelines* to enhance the performance of the Municipality's waste reduction programs. Use of a dedicated account or revolving account is recommended but not required. Funds may be carried over to future years and accumulated to fund a larger eligible expense or project. Planned use of funds shall be noted on the Annual RDP Spending Report. However, MassDEP may delay future RDP payments if municipality is not expending funds.

9. Record Keeping: The Municipality shall be responsible for keeping documentation (i.e. proof of purchase in the form of an invoice which lists the vendor name and address, item purchased, item price, number of items purchased and shipping costs if any) by calendar year, of how RDP funds were expended and the remaining balance of RDP funds. MassDEP may conduct record audits to ensure compliance with this Contract.

10. Reporting: By February 15th of each year, for the duration of the Contract, the Municipality shall submit the annual Recycling and Solid Waste survey and the RDP Spending Report through its ReTRAC Connect™ account. Failure to comply with these reporting requirements will jeopardize future grant awards and RDP payments.

11. Environmental Compliance: The Municipality understands receipt of RDP funds from MassDEP does not in any way imply that the Municipality is in compliance with applicable environmental regulations. This Municipality shall not be construed as, nor operate as, relieving the Municipality or any other person of the necessity of complying with all applicable federal, state, and local laws, regulations and approvals. The Municipality's facility(ies) are subject to inspection at any time by MassDEP and noncompliance with applicable environmental regulations may result in formal enforcement actions, including penalties.

12. Addendums: Should MassDEP award additional RDP funds, an addendum to the Contract shall be provided to the Municipality. The same terms and conditions apply to the addendum.

SIGN AND RETURN THIS DOCUMENT TO MASSDEP VIA EMAIL

13. RDP Payment Calculation:
The Municipality's payment has been calculated as follows:
(Value of each point) x (Total RDP Points)

a.	Solid Waste Program	0
b.	Organics	0
c.	Bulky Items	0
d.	ReUse Points	0
e.	Yard Waste	2
f.	Household Hazardous Waste	2
g.	Center for Hard to Recycle Materials	2
h.	Comprehensive Hauler Regulation Adopted	0
i.	Enforced Residential Curbside Recycling	0
j.	Outreach and Education	1
k.	Recycling Center Access	1
l.	Textile	1
	TOTAL RDP POINTS	9
	VALUE OF EACH POINT	$1,300
	RDP PAYMENT AMOUNT	$11,700

IN WITNESS WHEREOF, MassDEP and the Municipality hereby execute this Contract.

COMMONWEALTH OF MASSACHUSETTS

By: _____ _____
John Fischer, Deputy Division Director **(Date)**
Bureau of Air and Waste
Department of Environmental Protection

City of Melrose
VC6000192115

By: _____ _____
(Signature and Title) **(Date)**

_____
(Print Name)

OFFICE OF THE GOVERNOR
COMMONWEALTH OF MASSACHUSETTS
STATE HOUSE • BOSTON, MA 02133
(617) 725-4000

CHARLES D. BAKER
GOVERNOR

KARYN E. POLITO
LIEUTENANT GOVERNOR

November 15, 2021

Dear Mayor Paul Brodeur,

Congratulations! I am pleased to notify you that the City of Melrose has been awarded a Recycling Dividends Program grant of $11,700 through the Sustainable Materials Recovery Program. I want to thank you for your commitment to reducing waste and increasing recycling for the benefit of our communities and the environment.

Enclosed you will find further instructions from the Department of Environmental Protection on next steps. Please feel free to contact Wilfred Mbah if you have any questions.

Governor Charles D. Baker

Lt. Governor Karyn E. Polito

Commonwealth of Massachusetts
Executive Office of Energy & Environmental Affairs

Department of Environmental Protection

One Winter Street Boston, MA 02108 • 617-292-5500

Charles D. Baker
Governor

Karyn E. Polito
Lieutenant Governor

Kathleen A. Theoharides
Secretary

Martin Suuberg
Commissioner

November 15, 2021

Paul Brodeur
City of Melrose
562 Main Street
Melrose, MA 02176

Dear Mayor Brodeur,

Congratulations! It is my pleasure to inform you that the Massachusetts Department of Environmental Protection (MassDEP) has awarded the City of Melrose Recycling Dividends Program funds under the Sustainable Materials Recovery Program. The City of Melrose has earned 9 points and will receive $11,700.

The Sustainable Materials Recovery Program (SMRP) was created under 310 CMR 19.300-303 and the Green Communities Act, which directs a portion of the proceeds from the sale of Waste Energy Certificates to recycling programs approved by MassDEP. The Recycling Dividends Program (RDP) provides payments to municipalities that have implemented specific programs and policies proven to maximize reuse, recycling, and waste reduction. We are awarding over $3.1 million in RDP payments to 226 municipalities in this round of funding. The next application for SMRP funding will be released in April 2022.

Recycling programs play a vital role in limiting our dependence on landfills and incinerators, reducing greenhouse gas emissions and supporting economic activity in the Commonwealth. Recycling Dividend Program funds foster investment in local programs including recycling equipment, organics diversion, outreach and education, pilot programs, school recycling, toxics reduction and more. MassDEP has invested in developing nationally recognized tools to assist municipalities with reducing recycling contamination and improving public awareness of smart recycling practices. We encourage you to utilize the Recycling IQ Kit and Recycle Smart MA website and to consult with your MassDEP Municipal Assistance Coordinator for assistance in implementing these best practices.

To accept your Recycling Dividends Program (RDP) award, please sign and return the attached RDP Contract via email before January 15, 2022. After we receive your signed contract, funds will be sent to your community. Should you have any questions, please email Wilfred Mbah at Wilfred.Mbah@mass.gov.

The increased challenge of maintaining our vital solid waste and recycling programs during a pandemic underscores the critical role of local government in keeping our communities safe and clean. Thank you for your continued commitment to recycling and waste reduction in Massachusetts.

Sincerely,

Martin Suuberg
Commissioner

cc: ***Lisa Scott, Environmental Outreach Coordinator***

Massachusetts Department of Environmental Protection
Bureau of Waste Prevention
Sustainable Materials Recovery Program

Checklist for Recycling Dividends Program Grant Award

This document contains important grant deadlines and requirements

STEP ONE: EXECUTING THE CONTRACT

It is the responsibility of the municipal Recycling Contact to ensure that the RDP Contract is signed by an **individual currently holding one of the Titles** listed on the Authorized Signatory Listing form, which your municipality filed with MassDEP in the spring of 2017. If the person(s) listed on the form has changed (for example, a new Mayor has been elected), the municipal official with the same title may sign the RDP Contract and a new Authorized Signatory Listing form **IS NOT REQUIRED**.

Please sign and email the RDP Contract to wilfred.mbah@mass.gov for processing of payment no later than **January 15, 2022 or funds may be forfeited.** Acceptable forms of signature are:

1. Traditional "wet signature" (ink on paper, scan and email);
2. Electronic signature that is either a hand drawn signature using a mouse or finger if working from a touch screen device; or
3. Electronic signatures affixed using a digital tool such as Adobe Sign or DocuSign.

STEP TWO: TRACK EXPENDITURES BY APPROVED EXPENSE CATEGORY

- This is not a reimbursement-based grant. Your award payment will be processed as soon as the RDP Contract is returned.
- However, you are required to keep track of approved expenditures, by expense categories. Pre-approved spending of RDP grant funds is listed in the Grant Guidelines. Please follow this list of approved spending; a municipality is allowed one special spending request per year for an item not found on the approved spending list. If your municipality intends to spend its grant funds on an item or service not listed, you must contact Wilfred Mbah.
- Be prepared to be audited.

STEP THREE: REPORT EXPENDITURES AND REMAINING BALANCE

- The municipality is required to report all expenditures from the previous calendar year no later than February 15th.

Contact Wilfred Mbah with any questions.