



City of Melrose Appropriations & Oversight Committee

Monday, June 29, 2026, 7:15 PM
City Council Chamber, 1st Floor
562 Main Street, Melrose, MA 02176

AGENDA

NOTE:

To watch this meeting live visit mmtv3.org or local cable station MMTV (Channels 3, 15, 22 on Comcast or Channels 37, 38, 39 on Verizon)

Some Board and Commission meetings meet via zoom. Information on how to enable closed captioning for online commission meetings can be found by clicking [here](#).

I. CALL TO ORDER

Kimberly Vandiver	Vice Chair
Jason Chen	
Cal Finocchiaro	
Maya Jamaledine	
Manjula Karamcheti	
Elizabeth Kowal	
John Obremski	
Christopher Park	
Ryan Williams	
William Bradley Freeman	President, Ex Officio
Devin Romanul	Chair

II. MINUTES APPROVAL

- A. Appropriations & Oversight Committee-Budget Hearing June 8, 2026 6:00 PM
- Appropriations & Oversight Committee-Budget Hearing June 11, 2026 6:00 PM

III. PUBLIC COMMENT

When: Jun 29, 2026 07:15 PM Eastern Time (US and Canada)
Topic: Appropriations & Oversight Committee Meeting

Join from PC, Mac, iPad, or Android:

<https://cityofmelrose-org.zoom.us/j/93435010319?pwd=Eo7cTpbzou5P1GRT3ypOQTY7oBE4ck.1>
Passcode:693773
Webinar ID: 934 3501 0319

IV. APPROPRIATIONS

- A. **(ID # 2026-1334):** Appropriation from Peg Access Fund #2922 in the amount of \$167,277.80 to MMTV and \$55,759.27 to Melrose Public Schools (#1803).

V. ORDERS

- A. **(ID # 2026-1382):** Authorization to Amend Solid Waste Facility Operating Agreement by and between the City of Melrose and Waste Management of Massachusetts.

VI. ADJOURNMENT

The City of Melrose does not discriminate based on disability and is committed to hosting accessible meetings and events. Individuals with disabilities who need auxiliary aids and services for effective communication, written materials in alternative formats, or reasonable modifications in policies and procedures, in order to access the programs and activities of the City of Melrose or to attend meetings, should contact the City's ADA Coordinator, Polina Latta platta@cityofmelrose.org.



CITY OF MELROSE

Auditor's Office

City Hall, 562 Main Street
 Melrose, Massachusetts 02176
 Telephone - (781) 979-4110

To: Melrose City Council

From: Kerriann Golden, CFO/City Auditor

Date: June 9, 2026

Re: Appropriation 2026-1334

The requested appropriation is requested semi-annually to distribute fees collected from Comcast and Verizon. The grant agreement executed 6/24/25 distributes 75% of the cable revenues to MMTV and 25% to Melrose Public Schools.

Date Received	Company	Total Payment	75% MMTV	25% Melrose Public Schools
2/12/2026	Comcast	60,542.17	45,406.63	15,135.54
3/3/2026	Verizon	50,835.74	38,126.81	12,708.94
5/13/2026	Comcast	63,565.88	47,674.41	15,891.47
5/15/2026	Verizon	48,093.28	36,069.96	12,023.32
Total to be appropriated			167,277.80	55,759.27

FIRST AMENDMENT TO SOLID WASTE FACILITY OPERATING AGREEMENT

This first amendment (“Amendment”) is made and entered into as of May ___, 2026 by and between the City of Melrose (the “City”) and Waste Management of Massachusetts, Inc. (“Contractor”).

WHEREAS, City and Contractor have entered into an agreement titled Solid Waste Facility Operating Agreement, dated September 6, 2019 (the “Agreement”);

WHEREAS, City and Contractor desire to modify certain terms of the Agreement through this Amendment to reflect a longer term commitment to allow for Contractor to construct and operate a new SWF at a new location on the Premises (“New SWF”);

WHEREAS, Contractor intends to begin the process necessary to construct a New SWF at a new location on the Premises as contemplated in Section 3 of the Agreement, to modify the existing site plan for the New SWF to allow for a more efficient use, expansion (permitted SWF tonnage limits and hours of operation) and operation of the New SWF while maximizing the City’s use of the property surrounding the New SWF to allow for alternative uses.

Capitalized terms used herein and not otherwise defined shall have the meanings ascribed to them in the Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, the parties agree as follows:

1. **Section 2.1. Conveyance of SWF.** Section 2.1 is amended by adding new paragraph 2.1(a) as follows:
 1. If Contractor completes construction of the New SWF on the Premises, Contractor shall convey title in the New SWF to the City upon Contractor’s receipt of the Authorization to Operate as issued by the Massachusetts Department of Environmental Protection.
 2. All other terms and provisions in Section 2 of the Agreement shall apply to the New SWF.
2. **Section 3. Cooperation Between Contractor and City.** Section 3 is amended by adding a new paragraph as follows:
 1. Contractor and the City agree that Contractor shall seek required permits, licenses and necessary government approvals to advance the construction of a New SWF at a new location on the Premises for the acceptance, processing, loading and outbound transfer of solid waste in accordance with said permits and governmental approvals. In connection with the construction of the New SWF, Contractor intends to demolish and remove the former SWF and return the area of property for the City’s use. Given the uncertainties of the permitting and governmental approvals process, the Parties’ obligations under

this Amendment are contingent upon the Contractor receiving all necessary permits, licenses and necessary approvals for the Project, and the construction of the New SWF remaining legally, financially (project cost not exceeding more than 10% of current cost estimates) and operationally feasible to the Contractor. Should Contractor be unable to obtain all necessary approvals and permits, despite using diligent efforts and good faith to obtain the same, or determine that the construction of the New SWF is no longer legally, financially or operationally feasible, it shall provide all such documents as necessary evidencing as much to the City, and this Amendment shall be null and void and all terms and provisions of the Agreement shall remain in force and effect.

3. **Section 4. Term.** City and Contractor agree to exercise the two Renewal Terms set forth in Section 4 of the Agreement and extend the Agreement for a period of twenty years, by deleting Section 4 (Term) in its entirety and substituting therefor the following:

1. Section 4. TERM. The Agreement shall begin on the Effective Date and continue through September 5, 2049. Upon expiration or termination of this Agreement, Contractor shall be relieved of further obligations hereunder, except as may be expressly set forth or reserved herein.

4. **Section 4.1. Early Termination.**

Section 4.1 (Early Termination) of the Agreement shall be replaced with the following:

1. **Taking.** The term "**Taking**" as used in this section shall mean an appropriation or taking under the power of **eminent domain** by any public or quasi-public authority or a voluntary sale or conveyance in lieu of condemnation but under threat of condemnation. In the event of a Taking of the Premises after construction of the new SWF, necessitating the early termination of this Agreement and Amendment prior to its end date in 2049, both shall terminate and expire as of the date possession is delivered to the condemning authority, and the parties hereto shall each be released from any liability accruing pursuant to the Agreement or this Amendment after the date of termination. In the event of a Taking, both the City and WM shall have a right to their fair and reasonable share of compensation awarded as a result of any condemnation proceedings, or agreed to as part of any settlement in lieu thereof, in the amount of damages that have resulted to the respective parties from the Taking. The parties agree to work together in good faith to defend against such any such action and if necessary negotiate a resolution that provides fair compensation to both parties in consideration of WM investment in the construction of the new SWF.

2. The City may terminate this Agreement and Amendment for cause pursuant to the conditions and process outlined in Section 10.

5. **Section 5.2. Host Fees.** City and Contractor agree to continue Host Fee increases of 3.5% annually throughout the Term of the Agreement through September 5, 2049, effective July 1 of each year, pursuant to the terms of the Agreement. Upon receipt of the "Authorization to Operate" the New transfer station, in the event Contractor's Additional Payments set forth in Section 5.4 exceeds \$75,000 in a fiscal year, adjusted annually by 3.3%, the amount of such excess above \$75,000 shall be applied as a credit against, and shall reduce dollar-for-dollar, the Host Fee payments otherwise payable by Contractor to the City during that same fiscal year. In no event shall any credit be taken against the Host Fee payments when the year-over-year increase in payments as set for in the Agreement fall below 3.3%.

6. All other terms and provisions of the Agreement shall remain in full force and effect and shall apply to the operation of the New SWF.

7. This Amendment may be executed in counterparts, and each counterpart shall be deemed an original, and all counterparts shall constitute one and the same instrument.

8. This Amendment constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior or contemporaneous understandings, whether oral or written. This Amendment may not be amended or modified except in writing signed by both parties.

IN WITNESS WHEREOF, the parties have executed this Amendment as of the date first above written.

CITY:

CONTRACTOR:

CITY OF MELROSE

WASTE MANAGEMENT OF MASSACHUSETTS, INC.

By: _____

By: _____

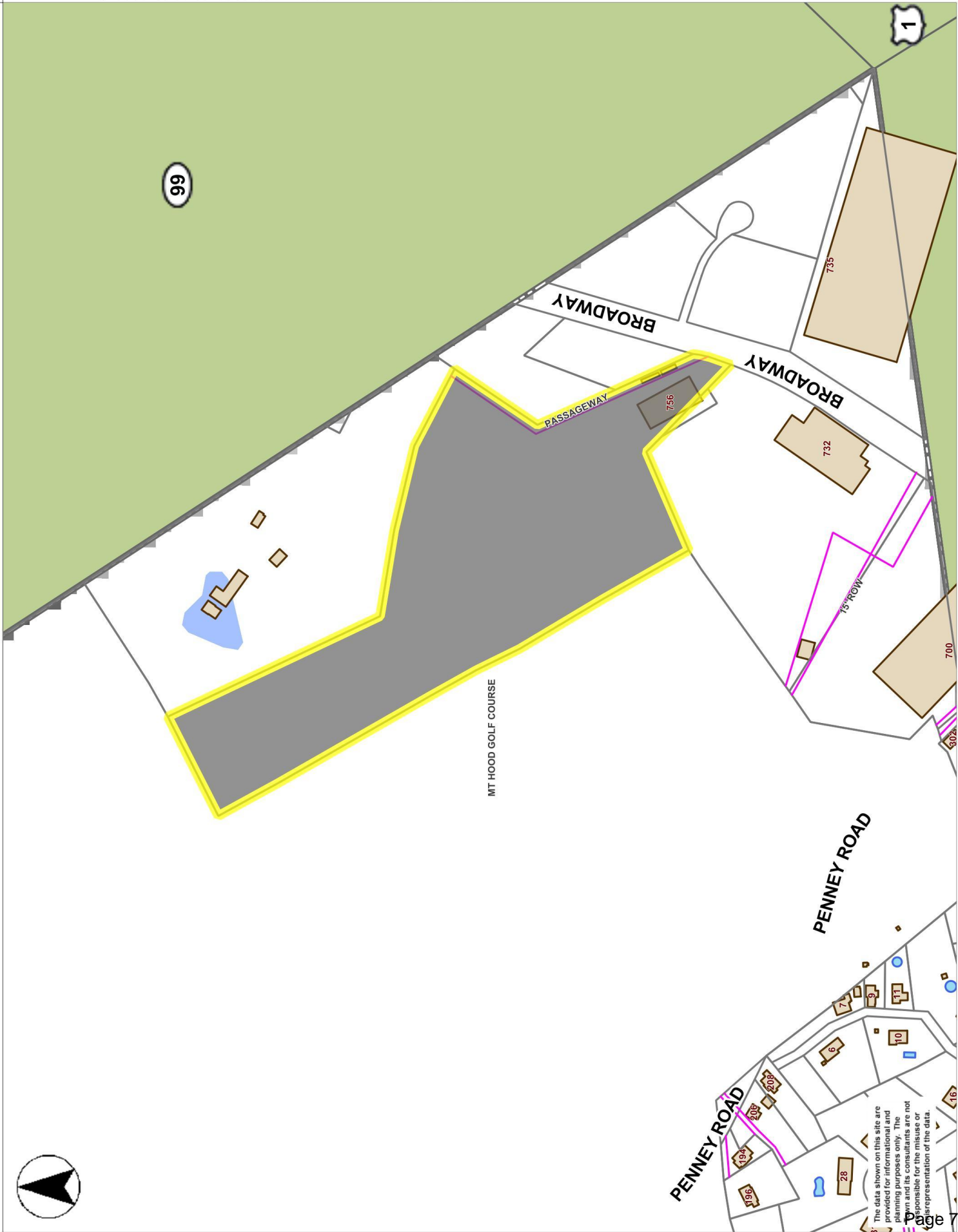
Name:

Name:

Title:

Title:

- Streets
- MBTA Commuter Rail Station
- MBTA Commuter Rail
- Easements
- Hist Lines
- Parcels
- Buildings
- Pools
- MA Highways
- Interstate
- US Highway
- Numbered Routes
- Abutting Town Labels
- Bathymetry
- 0-5 ft
- 5-10 ft
- 10-15 ft
- 15-20 ft
- 20-30 ft
- 30-40 ft
- 40-50 ft
- 50-60 ft
- 60-70 ft
- 70+ ft
- Town Boundary
- Abutting Towns
- Mask



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