



CITY OF MELROSE
APPROPRIATIONS & OVERSIGHT COMMITTEE
AGENDA • APRIL 24, 2023

Council Chamber, First Floor, Melrose City Hall Committee Meeting
562 Main Street, Melrose, MA 02176

7:30 PM

I. CALL TO ORDER

Leila Migliorelli	Chair
Maya Jamaledine	Vice Chair
Shawn M. MacMaster	
Christopher Cinella	
Jack Eccles	
Mark Garipay	
Robb Stewart	
Manjula Karamcheti	
John Obremski	
Ryan Williams	
Jen Grigoraitis	President, Ex Officio

II. PUBLIC COMMENT

Remote Link for Public Comment:
<https://cityofmelrose-org.zoom.us/j/99081483447>

Meeting ID:
990 8148 3447

III. GRANT

1. **GRANT-2023-9** : Acceptance of two grants from the Massachusetts Cultural Council in the amount of \$2,500 each

From: City Council

ASSIGN TO COMMITTEE

2. **GRANT-2023-10** : Acceptance of State Funding for Fire Headquarters Repairs in the Amount of \$150,000 (One Hundred Fifty Thousand Dollars)

From: City Council

ASSIGN TO COMMITTEE

IV. APPROPRIATION

1. **APPRO-2023-24:** An Appropriation from Free Cash in the amount of \$12, 310 (Twelve Thousand Three Hundred Ten Dollars) for Memorial Hall Boiler Repair

From: City Council

ASSIGNED TO COMMITTEE

2. **APPRO-2023-25:** An Appropriation in the amount of One Hundred Seventy-Thousand, Seven Hundred Fifty-Three dollars (\$170,753) from Contract Stabilization (account number 84042-590000) to Police Salary and Wage (account 012111-511000) and Police OT (account 012111-513000). The appropriation requested is to fund Fiscal 2022 and Fiscal 2023 of the Police Superior Officer Contract.

From: City Council

ASSIGNED TO COMMITTEE

3. **APPRO-2023-22:** An Appropriation from Sewer Retained Earnings (account # 6000-319000) in the amount of \$230,000 and from Water Retained Earnings (account # 6100-319000) in the amount of \$440,000. These funds will be appropriated to designated Enterprise Accounts as set forth herein.

Offered by: Mayor Paul Brodeur

From: City Council

ASSIGNED TO COMMITTEE

4. **APPRO-2023-23:** An Appropriation from Free Cash in the amount of \$300,000 (Three Hundred Thousand Dollars) to Public Works Accounts as set forth herein and for Phase II of the Franklin School Window Replacement Project

From: City Council

ASSIGNED TO COMMITTEE

5. **APPRO-2023-20:** An Appropriation to Melrose Public Schools for the purchase of literacy curriculum.

From: City Council

ASSIGNED TO COMMITTEE

6. **APPRO-2023-19:** Non-Union salary adjustment for FY23 HRS compensation study

From: City Council

ASSIGNED TO COMMITTEE

V. ADJOURNMENT



CITY OF MELROSE

OFFICE OF THE MAYOR

PAUL BRODEUR

Mayor

City Hall, 562 Main Street
Melrose, Massachusetts 02176
Telephone - (781) 979-4440

To: Melrose City Council
From: Lauren Grymek, Director of Economic Development
Re: Acceptance of Massachusetts Cultural Council Grants
Date: April 5, 2023

On behalf of Mayor Brodeur, I am pleased to present the Honorable City Council with a request to accept funding from the Massachusetts Cultural Council (MCC) in the form of two grants, both in the amount of \$2,500.

These two grants are being awarded for the City of Melrose's Dance for Community, held on October 8, 2022 and the Melrose Community Iftar Celebration, scheduled for April 8, 2023.

Both grants come from the MCC's FY23 Festivals Program which began accepting applications on October 22, 2022 for activities made available to the public between July 1, 2022, and June 30, 2023. 100% of the funds will be disbursed to the City upon receipt of the signed MCC Standard Contract Forms for each grant. There is no match required.

Dance for Community Event Summary:

The family-friendly event, initiated by the Melrose Human Rights Commission and the Mayor's DEI Advisory Task Force, was held on Saturday, October 8, from 2 p.m.—5 p.m. in front of City Hall on Essex Street. The event centered around community re-unification and featured local artists, food, and free community dance lessons by Melrose resident Jen Earls, founder of Dance for Humanity. Dance for Humanity is an organization based around community-building through dance, with a mission of helping people connect with themselves, each other and the land for greater health, happiness, and wellbeing.

5th Annual Community Iftar Celebration Summary:

The Melrose Human Rights Commission's Annual Community Iftar Celebration brings residents this annual program in honor of Ramadan and Islamic traditions. Iftar is the traditional fast-breaking meal eaten at sunset during Ramadan.

I respectfully request acceptance of these two grants.

Thank you for your consideration.

April 01, 2023

Dear Lauren Grymek,

We are pleased to inform you that City of Melrose has been approved for a Festivals & Projects grant of \$2,500 (FY23-FE-PRJ-48699) from the Mass Cultural Council.

Thanks to vigorous advocacy from the cultural sector, the Legislature once again showed strong, bipartisan support for the Mass Cultural Council, and its programs and services in the FY23 state budget. This allows us to continue to support Massachusetts' dynamic artists and creative individuals, communities, cultural organizations, schools, and creative youth development across the Commonwealth.

Enclosed you will find a contract package that contains award instructions and reporting requirements. Please review these documents carefully and return the required paperwork to our Fiscal Department by April 28, 2023. This will help us process your grant as quickly as possible. For questions about the contract, please contact Marc Sulmonte at 617-858-2823 or marc.sulmonte@mass.gov. For questions about the program please contact Festivals.Projects@mass.gov.

Culture is ultimately about you. You play an integral role in creating and supporting a cultural life in Massachusetts that is vital, accessible, and thriving. Thank you for all that you do to elevate our rich cultural life in Massachusetts.

A handwritten signature in dark ink, reading 'Nina Fialkow'.

Nina Fialkow
Chair

A handwritten signature in dark ink, reading 'Michael J. Bobbitt'.

Michael J. Bobbitt
Executive Director

Contract Package Instructions

Instructions for Completing the Contract Package

1. **Standard Contract:** Print and sign the attached contract. We need the original copy with the "wet" signature, we cannot accept copies or scanned documents.
2. **Massachusetts W-9:**
https://www.macomptroller.org/wp-content/uploads/form_w-9.pdf. Download the form, complete it, print it and sign it. We need the original copy with the "wet" signature, we cannot accept copies or scanned documents.
3. **Contractor Authorized Signatory Listing:**
https://www.macomptroller.org/wp-content/uploads/form_contractor-authorized-signatory-listing.pdf. Download the form, complete it, print it and sign it. We need the original copy with the "wet" signature, we cannot accept copies or scanned documents. **You are not required to have it notarized; the second page of the document is optional.**
4. **Massachusetts Electronic Funds Transfer (EFT) Authorization Agreement:**
<https://www.mass.gov/doc/electronic-funds-transfer-sign-up-form-0/download>. Download the form, complete it, print it and sign it. We need the original copy with the "wet" signature, we cannot accept copies or scanned documents.
5. **Attachment A:** Review this document and include a copy of this in your return package.
6. **Attachment B:** Review this document and include a copy of this in your return package.
7. **Attachment D:** Review and sign this document and include a copy of this in your return package.

All documents must be returned via mail. Please mail to:

Mass Cultural Council
 c/o Fiscal Department
 10 Saint James Ave., 3rd Fl.
 Boston, MA 02116

COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM



3.1.b

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):		COMMONWEALTH DEPARTMENT NAME: Massachusetts Cultural Council MMARS Department Code: ART	
Legal Address: (W-9, W-4): City Hall 562 Main Street Melrose MA 02176-3113		Business Mailing Address: 10 Saint James Ave., 3rd Fl., Boston, MA 02116	
Contract Manager: Lauren Grymek	Phone: 781-979-4117	Billing Address (if different):	
E-Mail: lgrymek@cityofmelrose.org	Fax:	Contract Manager: Marc Sulmonte	Phone: 617-858-2823
Contractor Vendor Code: VC6000192116		E-Mail: marc.sulmonte@mass.gov	Fax:
Vendor Code Address ID (e.g. "AD001"): AD001. (Note: The Address ID must be set up for EFT payments.)		MMARS Doc ID(s):	
		RFR/Procurement or Other ID Number: FY23-FE-PRJ-48699	
<u>X</u> 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) ☒ 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)		<u> </u> CONTRACT AMENDMENT Enter Current Contract End Date <u>Prior</u> 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): <u>X</u> Commonwealth Terms and Conditions <u> </u> Commonwealth Terms and Conditions For Human and Social Services <u> </u> 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.) ☒ Maximum Obligation Contract. Enter total maximum obligation for total duration of this contract (or new total if Contract is being amended). \$2,500			
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 <u> </u> % PPD; Payment issued within 15 days <u> </u> % PPD; Payment issued within 20 days <u> </u> % PPD; Payment issued within 30 days <u> </u> % PPD. If PPD percentages are left blank, identify reason: <u>X</u> agree to standard 45 day cycle <u> </u> statutory/legal or Ready Payments (M.G.L. c. 29, § 23A); <u> </u> 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.) This is a grant of financial assistance for a free public event hosted in downtown Melrose along Essex Street to allow for post-pandemic community re-unification and fun, while showcasing a diverse array of vendors, artists and community leaders.			
ANTICIPATED START DATE: (Complete ONE option only) The Department and Contractor certify for this Contract, or Contract Amendment, that Contract obligations: ☐ 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 _____, 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 July 01, 2022 , 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, 2023 , 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: _____ (Signature and Date Must Be Handwritten At Time of Signature) Print Name: _____ Print Title: _____		AUTHORIZING SIGNATURE FOR THE COMMONWEALTH: X: _____ Date: _____ (Signature and Date Must Be Handwritten At Time of Signature) Print Name: <u>David T. Slatery</u> Print Title: <u>Deputy Director</u>	

ATTACHMENT A - SCOPE OF SERVICES AND ADDITIONAL TERMS & CONDITIONS

CONTRACTOR NAME: City of Melrose

ADDRESS: City Hall 562 Main Street Melrose MA 02176-3113

BRIEF DESCRIPTION OF CONTRACT SERVICES (make any necessary changes if your project has changed significantly from the information below; initial and date):

This is a grant of financial assistance for a free public event hosted in downtown Melrose along Essex Street to allow for post-pandemic community re-unification and fun, while showcasing a diverse array of vendors, artists and community leaders.

APPLICATION #: FY23-FE-PRJ-48699

TOTAL MAXIMUM OBLIGATION OF CONTRACT: \$2,500

CONTRACT START DATE: July 01, 2022

CONTRACT TERMINATION DATE: June 30, 2023

Contract must be signed and returned to the offices of the Mass Cultural Council no later than **April 28, 2023**.

DATE ANNUAL OR FINAL REPORT IS DUE: July 14, 2023

PAYMENT: For Festival and Project Grants, the Contractor will be reimbursed one hundred percent (100%) of the Contract amount upon receipt of a completed and authorized Contract. The Council shall make reasonable efforts to process payments promptly. The Council shall not be liable for any interest or penalty charges for late reimbursement.

ADDITIONAL RESTRICTIONS BEYOND THOSE STATED IN PROGRAM GUIDELINES (if blank there are none):

ATTACHMENT B: Additional Terms & Conditions

1. SCOPE OF CONTRACT. The Contractor agrees to perform the services set forth in the application for funding filed by the Contractor with the Council (the "Application") in accordance with the terms and conditions of the contract (the "Contract"). The Application is incorporated into the Contract by reference; the terms of the Application are binding on the Contractor unless amended by a subsequent written agreement signed by both the Council and the Contractor. The Contractor represents that it is qualified to perform and has obtained all necessary licenses and permits required to perform the services under this Contract.

Additionally, the Contractor agrees to perform the services in accord with the requirements set forth by the Council in the FY23 Festivals & Projects guidelines (the "Guidelines"), as posted on www.massculturalcouncil.org. The Guidelines are incorporated into the Contract by reference; the terms of the Guidelines are binding on the Contractor unless amended by a subsequent written agreement signed by both the Council and the Contractor.

2. NON-DISCRIMINATION AND ACCESS FOR PEOPLE WITH DISABILITIES. The contractor agrees to abide by state and federal regulations which bar discrimination on the basis of race, gender, religious creed, color, national origin, ancestry, disability, age, gender identity, or sexual orientation, and which require accessibility for persons with disabilities. The MCC expects the contractor to be in compliance with:

- The Americans with Disabilities Act of 1990 (ADA)
- Section 504 of the Rehabilitation Act of 1973 (Section 504)
- Title VI of the Civil Rights Act of 1964
- Other applicable state and local laws

(a) If a complaint or claim alleging violation by the Contractor of any statute, order, rule, or regulation with which the Contractor is obligated to comply is presented to the Massachusetts Commission Against Discrimination ("MCAD"), the Contractor agrees to cooperate with MCAD in the investigation and disposition of such complaint or claim and to assume all legal fees incurred by the Contractor in connection with the defense of such claim.

(b) In the event of the Contractor's non-compliance with the provisions of this Section 2, the Council shall impose such sanctions as it deems appropriate, including but not limited to: (i) withholding of payments due the Contractor under the Contract until the Contractor complies; and (ii) termination or suspension of the Contract.

3. PENALTIES, HOLDS, REDUCTIONS, RESTRICTIONS, REVERSIONS AND CANCELLATIONS. The Council has the right to withhold, reduce, cancel, revert, discontinue funding, or apply restrictions to the use of grant funds if the Contractor:

- Fails to perform the services set forth in the Application and/or fails to perform the services in accord with the requirements set forth by the Council in the Guidelines.
- Does not comply with all grant requirements and/or reporting requirements as stated in the Guidelines.
- Intentionally misrepresents its finances, organization/programming, or other eligibility requirements in the Application and/or any reports submitted to the Council.

ATTACHMENT D
CREDIT and PUBLICITY AGREEMENT
between the
MASS CULTURAL COUNCIL and GRANTEES

This credit and publicity agreement is hereby incorporated into the body of the grant contract between the Mass Cultural Council ("the Council") and the grant recipient ("the Contractor") named below as explicit terms and conditions of the contract. By the signatures below the Contractor agrees to abide by these terms and conditions.

THIS FORM MUST BE SIGNED AND RETURNED WITH YOUR CONTRACT.

1. ADVOCACY & ACKNOWLEDGING LEGISLATIVE SUPPORT

90% of Mass Cultural Council's budget comes from an appropriation by the State Legislature. It is important to thank those elected officials responsible for funding Mass Cultural Council. We strongly encourage the Contractor to send personalized letters to the leadership of the State House and their state representative and senator, thanking them for Mass Cultural Council's appropriation and your grant award. For more information on how to find and contact your legislators, visit <https://massculturalcouncil.org/about/contracts/credit-and-publicity-kit/>.

While we strongly encourage all grantees to conduct this kind of advocacy for public funding for the cultural sector, **recipients of [CIP Portfolio](#) and [CIP Gateway](#) grants must meet specific advocacy requirements in order to remain eligible for funding.** Review the Portfolio Guidelines or Gateway Guidelines for details.

2. CREDIT

Mass Cultural Council Credit Logo: Credit must be given by the Contractor to the Council regarding all activities to which Council funds contribute by using the credit logo in:

- a) Printed promotional materials such as postcards, flyers, season/subscription brochures, and newsletters: Any promotional material, regardless of length, prepared by the Contractor, that credits an annual funding source, must also credit the Council.
- b) Digital materials such as web sites, blogs, videos, and social media: Do not include the logo on surveys.
- c) Programs/Playbills: Credit must be given on all programs printed by a grant recipient in a type size not smaller than 7 point font.
- d) Event signage: For any event presented with funding from the Council, signage must include the Council listed with other major public, private, and corporate sponsors, in proportional order of the size of the contribution.
- e) Exhibition Signage: For any exhibition presented with funding from the Council, the wall text must include the Council listed with other major public, private, and corporate sponsors, in proportional order of the size of contribution.
- f) Educational Materials: Credit must be given to the Council in all educational materials distributed in association with any Council-funded activity, such as brochures, pamphlets, flyers, etc.

The logo must be produced as a unit without alteration.

Verbal Credit: When written credit is not applicable, such as there being no printed program, verbal credit shall be given prior to performances.

3. DONOR RECOGNITION

Any wall plaques or advertisements that acknowledge the Contractor's annual or ongoing support from corporations and/or foundations must also acknowledge the Council.

4. COLLABORATORS

Organizations that are collaborators with the primary grant recipient must comply with these requirements. The Contractor is responsible for informing said collaborators of this policy and ensuring they fulfill these obligations.

5. CO-SPONSORSHIP

Those programs that are "co-sponsored" will have additional, specific publicity requirements, dependent on the program at the time of negotiation. Under no circumstances may a Contractor state or imply that its programs and/or activities are "sponsored," "co-sponsored" or "presented" by the Council without expressed, written consent from the Council.

6. ADDITIONAL REQUIREMENTS

Mass Cultural Council reserves the right to negotiate additional requirements regarding credit and publicity on a case-by-case basis.

FOR MORE INFORMATION ABOUT THIS POLICY, CONTACT YOUR PROGRAM STAFF CONTACT OR MASS CULTURAL COUNCIL'S PUBLIC AFFAIRS DEPARTMENT.

Print the Grant Recipient or Organization Name

Signature of Person Responsible for Grant Recipient's
Publicity and Publications

Date

Contract Package Checklist

Please include this completed checklist as the cover letter of your contract package to ensure the package is complete and that payment can be made as quickly as possible.

Check off each of following items to indicate they are in your completed package before mailing it to Mass Cultural Council:

- ☐ **This Checklist:** Have you double checked all the items on the list?
- ☐ **Standard Contract Form:** Is it signed and dated? Does it have the "wet" signature?
- ☐ **Massachusetts W-9:** Is it signed and dated? Does it have the "wet" signature?
 - ☐ **OR, check this box if you have previously submitted this form and there have been no changes to your organization's information. You do not need to complete a new form.**
- ☐ **Contractor Authorized Signatory Listing:** Is it signed and dated? Does it have the "wet" signature? **We need this again even if you have sent it previously.**
- ☐ **Massachusetts Electronic Funds Transfer (EFT) Authorization Agreement:** Is it signed and dated? Does it have the "wet" signature?
 - ☐ **OR, check this box if you have previously submitted this form and there have been no changes to your banking information. You do not need to send a new form.**
- ☐ **Voided Check or Bank Letter:** Did you include the required document along with the EFT Authorization Agreement?
- ☐ **Attachment A:** Please return this printed attachment, so we have the full contract package on file.
- ☐ **Attachment B:** Please return this printed attachment, so we have the full contract package on file.
- ☐ **Attachment D:** Is it signed and dated?

YOUR INITIALS: _____

All documents must be returned via mail. Please mail to:

Mass Cultural Council
c/o Fiscal Department
10 Saint James Ave., 3rd Fl.
Boston, MA 02116

March 31, 2023

Dear Randall Carter,

We are pleased to inform you that City of Melrose for Melrose Human Rights Commission has been approved for a Festivals & Projects grant of \$2,500 (FY23-FE-PRJ-52825) from the Mass Cultural Council.

Thanks to vigorous advocacy from the cultural sector, the Legislature once again showed strong, bipartisan support for the Mass Cultural Council, and its programs and services in the FY23 state budget. This allows us to continue to support Massachusetts' dynamic artists and creative individuals, communities, cultural organizations, schools, and creative youth development across the Commonwealth.

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Nina Fialkow
Chair

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Michael. J. Bobbitt
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COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM



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CONTRACTOR LEGAL NAME: City of Melrose for Melrose Human Rights Commission (and d/b/a):		COMMONWEALTH DEPARTMENT NAME: Massachusetts Cultural Council MMARS Department Code: ART	
Legal Address: (W-9, W-4): City Hall 562 Main Street Melrose MA 02176-3113		Business Mailing Address: 10 Saint James Ave., 3 rd Fl., Boston, MA 02116	
Contract Manager: Randall Carter	Phone: 617-899-2346	Billing Address (if different):	
E-Mail: randallcarter89@gmail.com	Fax:	Contract Manager: Marc Sulmonte	Phone: 617-858-2823
Contractor Vendor Code: VC6000192116		E-Mail: marc.sulmonte@mass.gov	Fax:
Vendor Code Address ID (e.g. "AD001"): AD001. (Note: The Address ID must be set up for EFT payments.)		MMARS Doc ID(s):	
		RFR/Procurement or Other ID Number: FY23-FE-PRJ-52825	
☒ 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) ☒ 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 <u>Prior</u> 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): ☒ 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.) ☒ Maximum Obligation Contract. Enter total maximum obligation for total duration of this contract (or new total if Contract is being amended). \$2,500			
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: ☒ 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.) This is a grant of financial assistance for Melrose Community Iftar Celebration.			
ANTICIPATED START DATE: (Complete ONE option only) The Department and Contractor certify for this Contract, or Contract Amendment, that Contract obligations: ☐ 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 _____, 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 July 01, 2022 , 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, 2023 , 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: _____ (Signature and Date Must Be Handwritten At Time of Signature) Print Name: _____ Print Title: _____		AUTHORIZING SIGNATURE FOR THE COMMONWEALTH: X: _____ Date: _____ (Signature and Date Must Be Handwritten At Time of Signature) Print Name: David T. Slatery Print Title: Deputy Director	

Attachment: Mass Cultural Council Contracts for Grants_City and HRC 4 2023 (GRANT-2023-9 : Acceptance of Massachusetts Cultural Council

ATTACHMENT A - SCOPE OF SERVICES AND ADDITIONAL TERMS & CONDITIONS

CONTRACTOR NAME: City of Melrose for Melrose Human Rights Commission

ADDRESS: City Hall 562 Main Street Melrose MA 02176-3113

BRIEF DESCRIPTION OF CONTRACT SERVICES (make any necessary changes if your project has changed significantly from the information below; initial and date):

This is a grant of financial assistance for Melrose Community Iftar Celebration.

APPLICATION #: FY23-FE-PRJ-52825

TOTAL MAXIMUM OBLIGATION OF CONTRACT: \$2,500

CONTRACT START DATE: July 01, 2022

CONTRACT TERMINATION DATE: June 30, 2023

Contract must be signed and returned to the offices of the Mass Cultural Council no later than **April 28, 2023**.

DATE ANNUAL OR FINAL REPORT IS DUE: July 14, 2023

PAYMENT: For Festival and Project Grants, the Contractor will be reimbursed one hundred percent (100%) of the Contract amount upon receipt of a completed and authorized Contract. The Council shall make reasonable efforts to process payments promptly. The Council shall not be liable for any interest or penalty charges for late reimbursement.

ADDITIONAL RESTRICTIONS BEYOND THOSE STATED IN PROGRAM GUIDELINES (if blank there are none):

ATTACHMENT B: Additional Terms & Conditions

1. SCOPE OF CONTRACT. The Contractor agrees to perform the services set forth in the application for funding filed by the Contractor with the Council (the "Application") in accordance with the terms and conditions of the contract (the "Contract"). The Application is incorporated into the Contract by reference; the terms of the Application are binding on the Contractor unless amended by a subsequent written agreement signed by both the Council and the Contractor. The Contractor represents that it is qualified to perform and has obtained all necessary licenses and permits required to perform the services under this Contract.

Additionally, the Contractor agrees to perform the services in accord with the requirements set forth by the Council in the FY23 Festivals & Projects guidelines (the "Guidelines"), as posted on www.massculturalcouncil.org. The Guidelines are incorporated into the Contract by reference; the terms of the Guidelines are binding on the Contractor unless amended by a subsequent written agreement signed by both the Council and the Contractor.

2. NON-DISCRIMINATION AND ACCESS FOR PEOPLE WITH DISABILITIES. The contractor agrees to abide by state and federal regulations which bar discrimination on the basis of race, gender, religious creed, color, national origin, ancestry, disability, age, gender identity, or sexual orientation, and which require accessibility for persons with disabilities. The MCC expects the contractor to be in compliance with:

- The Americans with Disabilities Act of 1990 (ADA)
- Section 504 of the Rehabilitation Act of 1973 (Section 504)
- Title VI of the Civil Rights Act of 1964
- Other applicable state and local laws

(a) If a complaint or claim alleging violation by the Contractor of any statute, order, rule, or regulation with which the Contractor is obligated to comply is presented to the Massachusetts Commission Against Discrimination ("MCAD"), the Contractor agrees to cooperate with MCAD in the investigation and disposition of such complaint or claim and to assume all legal fees incurred by the Contractor in connection with the defense of such claim.

(b) In the event of the Contractor's non-compliance with the provisions of this Section 2, the Council shall impose such sanctions as it deems appropriate, including but not limited to: (i) withholding of payments due the Contractor under the Contract until the Contractor complies; and (ii) termination or suspension of the Contract.

3. PENALTIES, HOLDS, REDUCTIONS, RESTRICTIONS, REVERSIONS AND CANCELLATIONS. The Council has the right to withhold, reduce, cancel, revert, discontinue funding, or apply restrictions to the use of grant funds if the Contractor:

- Fails to perform the services set forth in the Application and/or fails to perform the services in accord with the requirements set forth by the Council in the Guidelines.
- Does not comply with all grant requirements and/or reporting requirements as stated in the Guidelines.
- Intentionally misrepresents its finances, organization/programming, or other eligibility requirements in the Application and/or any reports submitted to the Council.

ATTACHMENT D
CREDIT and PUBLICITY AGREEMENT
between the
MASS CULTURAL COUNCIL and GRANTEES

This credit and publicity agreement is hereby incorporated into the body of the grant contract between the Mass Cultural Council ("the Council") and the grant recipient ("the Contractor") named below as explicit terms and conditions of the contract. By the signatures below the Contractor agrees to abide by these terms and conditions.

THIS FORM MUST BE SIGNED AND RETURNED WITH YOUR CONTRACT.

1. ADVOCACY & ACKNOWLEDGING LEGISLATIVE SUPPORT

90% of Mass Cultural Council's budget comes from an appropriation by the State Legislature. It is important to thank those elected officials responsible for funding Mass Cultural Council. We strongly encourage the Contractor to send personalized letters to the leadership of the State House and their state representative and senator, thanking them for Mass Cultural Council's appropriation and your grant award. For more information on how to find and contact your legislators, visit <https://massculturalcouncil.org/about/contracts/credit-and-publicity-kit/>.

While we strongly encourage all grantees to conduct this kind of advocacy for public funding for the cultural sector, **recipients of CIP Portfolio and CIP Gateway grants must meet specific advocacy requirements in order to remain eligible for funding.** Review the Portfolio Guidelines or Gateway Guidelines for details.

2. CREDIT

Mass Cultural Council Credit Logo: Credit must be given by the Contractor to the Council regarding all activities to which Council funds contribute by using the credit logo in:

- a) Printed promotional materials such as postcards, flyers, season/subscription brochures, and newsletters: Any promotional material, regardless of length, prepared by the Contractor, that credits an annual funding source, must also credit the Council.
- b) Digital materials such as web sites, blogs, videos, and social media: Do not include the logo on surveys.
- c) Programs/Playbills: Credit must be given on all programs printed by a grant recipient in a type size not smaller than 7 point font.
- d) Event signage: For any event presented with funding from the Council, signage must include the Council listed with other major public, private, and corporate sponsors, in proportional order of the size of the contribution.
- e) Exhibition Signage: For any exhibition presented with funding from the Council, the wall text must include the Council listed with other major public, private, and corporate sponsors, in proportional order of the size of contribution.
- f) Educational Materials: Credit must be given to the Council in all educational materials distributed in association with any Council-funded activity, such as brochures, pamphlets, flyers, etc.

The logo must be produced as a unit without alteration.

Verbal Credit: When written credit is not applicable, such as there being no printed program, verbal credit shall be given prior to performances.

3. DONOR RECOGNITION

Any wall plaques or advertisements that acknowledge the Contractor's annual or ongoing support from corporations and/or foundations must also acknowledge the Council.

4. COLLABORATORS

Organizations that are collaborators with the primary grant recipient must comply with these requirements. The Contractor is responsible for informing said collaborators of this policy and ensuring they fulfill these obligations.

5. CO-SPONSORSHIP

Those programs that are "co-sponsored" will have additional, specific publicity requirements, dependent on the program at the time of negotiation. Under no circumstances may a Contractor state or imply that its programs and/or activities are "sponsored," "co-sponsored" or "presented" by the Council without expressed, written consent from the Council.

6. ADDITIONAL REQUIREMENTS

Mass Cultural Council reserves the right to negotiate additional requirements regarding credit and publicity on a case-by-case basis.

FOR MORE INFORMATION ABOUT THIS POLICY, CONTACT YOUR PROGRAM STAFF CONTACT OR MASS CULTURAL COUNCIL'S PUBLIC AFFAIRS DEPARTMENT.

Print the Grant Recipient or Organization Name

*Signature of Person Responsible for Grant Recipient's
Publicity and Publications*

Date

Contract Package Checklist

Please include this completed checklist as the cover letter of your contract package to ensure the package is complete and that payment can be made as quickly as possible.

Check off each of following items to indicate they are in your completed package before mailing it to Mass Cultural Council:

- ☐ **This Checklist:** Have you double checked all the items on the list?
- ☐ **Standard Contract Form:** Is it signed and dated? Does it have the "wet" signature?
- ☐ **Massachusetts W-9:** Is it signed and dated? Does it have the "wet" signature?
 - ☐ **OR, check this box if you have previously submitted this form and there have been no changes to your organization's information. You do not need to complete a new form.**
- ☐ **Contractor Authorized Signatory Listing:** Is it signed and dated? Does it have the "wet" signature? **We need this again even if you have sent it previously.**
- ☐ **Massachusetts Electronic Funds Transfer (EFT) Authorization Agreement:** Is it signed and dated? Does it have the "wet" signature?
 - ☐ **OR, check this box if you have previously submitted this form and there have been no changes to your banking information. You do not need to send a new form.**
- ☐ **Voided Check or Bank Letter:** Did you include the required document along with the EFT Authorization Agreement?
- ☐ **Attachment A:** Please return this printed attachment, so we have the full contract package on file.
- ☐ **Attachment B:** Please return this printed attachment, so we have the full contract package on file.
- ☐ **Attachment D:** Is it signed and dated?

YOUR INITIALS: _____

All documents must be returned via mail. Please mail to:

Mass Cultural Council
c/o Fiscal Department
10 Saint James Ave., 3rd Fl.
Boston, MA 02116



CITY OF MELROSE

DEPARTMENT OF PUBLIC WORKS

Administration–Engineering–Water–Sewer–Facilities
Parks–Forestry–Highway–Sanitation–Cemetery–Fleet

James Troup

Assistant Director – Administration & Finance

**City Yard, 72 Tremont Street
Melrose, Massachusetts 02176**

Telephone – (781) 665-0142

E-mail: jtroup@cityofmelrose.org

April 10, 2023

To: Paul Brodeur, Mayor
Margot Fleischman, Director of Strategic Initiatives
Patrick Dello Russo, CFO/Auditor

From: James Troup, DPW Deputy Director Administration and Finance

Cc: Elena Proakis Ellis, DPW Director
Jay McNeil, Facilities Director
Edward Collina, Fire Chief

RE: Fire Headquarters Earmark

In anticipation of the acceptance of the Commonwealth of Massachusetts Earmark of \$150,000 to support the Melrose Fire Department for repairs to the Fire Headquarters building, please accept this memo as a general outline of proposed work that the Department of Public Works will oversee.

- Engineering/Architect Study for proposed Electrical and Structural upgrades/improvements.
- Deep cleaning of all upholstered and tiled floor coverings.
- Reconstructed Murphy bed in the dispatch area.
- Window and door replacements.
- Upgrades to the living quarters, including but not limited to kitchen cooking area, dining area, sleeping quarters, locker facilities.
- Masonry repairs.
- Flooring repairs.
- Roof repairs.
- Storage improvements.

We anticipate the full allotment of this Earmark Obligation to be used to make repairs and renovations that best serve the Firefighters located at the Fire Headquarters Building. Through collaboration with the City's Administration and the Fire Chief, we will determine the specific scope of work that maximizes the value of the proposed renovations and greatly improves the living conditions.

Thank you very much for your consideration. Please feel welcome to contact us with any questions you may have.

Attachment: Fire HQ Earmark Memo (GRANT-2023-10 : Acceptance of State Funding for Fire Headquarters Repairs)

COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM



3.2.b

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):		COMMONWEALTH DEPARTMENT NAME: Department of Fire Services MMARS Department Code: DFS	
Legal Address: (W-9, W-4): 552 Main Street, Melrose, MA 02176		Business Mailing Address: P.O. Box 1025, Stow MA 01775	
Contract Manager: Chief Edward J. Collina	Phone: 781-979-4404	Billing Address (if different):	
E-Mail: ecollina@cityofmelrose.org	Fax: 781-662-2304	Contract Manager: David Clemons	Phone: 978-567-3179
Contractor Vendor Code: VC6000192116		E-Mail: David.Clemons@mass.gov	Fax: 978-567-3121
Vendor Code Address ID (AD001) (Note: The Address ID must be set up for EFT payments.)		MMARS Doc ID(s):	
		RFR/Procurement or Other ID Number: Legislative Exemption	
☒ 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) ☐ 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 <u>Prior</u> 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): ☒ 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.) ☒ Maximum Obligation Contract. Enter total maximum obligation for total duration of this contract (or new total if Contract is being amended) \$ <u>150,000.00</u> .			
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: ☒ 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.) This grant is for the City of Melrose to support the Melrose Fire Department for repairs to the headquarters, as specified in line item 1599-6090 of chapter 268 of the Acts of 2022. Funds are to be used in accordance with the Earmark Statement of Work only.			
ANTICIPATED START DATE: (Complete ONE option only) The Department and Contractor certify for this Contract, or Contract Amendment, that Contract obligations: ☒ 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 December 31, 2026 , 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: _____ (Signature and Date Must Be Captured At Time of Signature) Print Name: _____ Print Title: _____		AUTHORIZING SIGNATURE FOR THE COMMONWEALTH: X: _____ Date: _____ (Signature and Date Must Be Captured At Time of Signature) Print Name: <u>David Clemons</u> Print Title: <u>Director of Operations</u>	



CITY OF MELROSE

KATHY PIGOTT-BRODEUR
Executive Director/Operations Manager
Kpigottbrodeur@cityofmelrose.org

SOLDIERS & SAILORS MEMORIAL BUILDING

590 Main Street
Melrose, Massachusetts 02176
Telephone (781) 979-4185
www.melrosememorialhall.com

MEMORANDUM

TO: Margot Fleischman
CC: Patrick Dello Russo
FR: Kathy Pigott-Brodeur, Executive Director/Operations Manager, Memorial Hall
DATE: April 10, 2023
RE: Free Cash Request

Margot:

As per my email, Memorial Hall needs repairs to the pipes and pump replacement on the boilers.

Vendor	org/obj	Request	Item
West Mechanical	016932-551072	\$12, 310.00	repair to Boiler pipes and pumps*

*Quote attached with details of repairs

This work will be completed by the HVAC service contractor West Mechanical. Please include this in the Free Cash Request to the City Council.

Thank you,

Kathy P-B

Kathy Pigott-Brodeur
Executive Director, Soldiers and Sailors Memorial Building (Melrose Memorial Hall)

Attachment: Memorial Hall April 2023 boiler repair Free Cash request (APPRO-2023-24 : An Appropriation from Free Cash for Memorial Hall

PROPOSAL

TO:

Memorial Hall
590 Main St
Melrose, MA

JOB NAME/LOCATION:

Repair Boiler Piping

DATE:

1/13/2023

We are pleased to provide you with our proposal to replace the leaking circulator pump and repair piping on the boilers, at the above referenced location.

Our price includes the following:

- Disconnect pump and piping on boilers
- Furnish and install (1) ¼ hp Armstrong circulator pump
- Provide new piping, valves, and fittings from new pump to boilers
- Insulate new piping
- Reconnect wiring on pump
- Leak test and fill
- Start-up boilers

Currently, the pump is in stock at this time.

WE PROPOSE hereby to furnish material and labor-complete in accordance with the above specifications, for the sum of:

\$12,310.00

Twelve Thousand Three Hundred Ten Dollars

Payment to be made as follows:

WITHIN 30 DAYS OF INVOICE DATE

All material is guaranteed to be as specified. All work to be completed in a professional manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders and will become an extra charge over and above the estimate. All agreements are contingent upon strikes, accidents, or delays beyond our control. Our workers are fully covered by Workers' Compensation Insurance. Note: This proposal may be withdrawn if not accepted within 30 days.

Disclaimer: Any and all legal costs and/or related fees due to collection efforts will be at the customer's expense.

Signature _____
WEST MECHANICAL, INC.

Acceptance of Proposal – The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to the work as specified. Payment will be made as outlined above.

Date of Acceptance: _____

Signature _____



CITY OF MELROSE

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

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: April 27, 2023

To: Mayor Paul Brodeur

From: Elena Proakis Ellis, Director of Public Works

cc: Patrick Dello Russo, CFO/Auditor
 Jim Troup, Deputy Director Admin & Finance
 Vonnie Reis, City Engineer

Subject: Water and Sewer Enterprise Funds – Free Cash Request2

The City has recently opened bids for two important contracts for capital improvements in our water and sewer systems. For each of these contracts, we are requesting a free cash appropriation to allow us to sign the contracts for the full amount of the bids, including all additive alternates. The details are described below.

2023 Water Main Improvement Contract

Each year, the DPW Engineering Division bids and oversees a water main replacement project. This project is part of our “Multi-year Roadway and Utility Replacement Program” and typically focuses on streets where we have water main replacement needs along with roadway improvement needs. As part of this program, we also have National Grid replace any cast iron gas mains and services with plastic.

At this time, we are ready to perform water main replacement on the following streets that National Grid has either completed or is in the process of completing:

1. Trenton Street at the triangle with Washington Street, to replace a small section of substandard (2”) water main with significant pressure problems
2. Nowell Road, and Henry Ave. from Highland to Nowell
3. Henry Ave. from Richardson Road to Nowell
4. Reading Hill Ave.
5. Sewall Woods Road

Based on construction cost estimates and available funds, we determined that we could perform items #1 and #2 from this list as our “base bid” for our 2023 Water Main Improvements Project. Given construction market uncertainty, we bid #3 and #4 as “additive alternates.” We concluded that item #5 would need to be bid during the 2024 construction season, as it exceeded all possible funding sources. The low bidder’s prices were as follows:

Base Bid (Items #1 and #2): \$757,626.90

Add Alternate A (Item #3): \$164,479.05

Add Alternate B (Item #4): \$344,438.35

We are hereby requesting \$440,000 of retained earnings from the Water Enterprise Fund to supplement our MWRA loans and applicable operating budget line items, to allow us to award the complete contract to construct items #1 through #4 during the 2023 construction season. Nowell Road and Reading Hill Avenue, in particular, have been ranked in “poor” roadway condition for several years, and we do not want to delay our ability to pave these roads in 2024. This supplemental funding will allow us to complete these projects and prepare these roadways for paving next construction season.

Sewer Pump Station Generators

In FY22, the City Council approved \$400K of retained earnings to design and construct backup power generators at the Upham and Fellsway Sewer Pump Stations, which are the largest two sewer pump stations in Melrose. These stations do not presently have functioning backup power. We hired BETA Group to design the stations at a cost of \$82,950, which includes construction administration.

Given that the generator installation would involve significant site disruption, we included additive alternates to replace the fencing at both stations at the completion of construction and to perform final landscaping to screen the generators. There are economies of scale in performing this work simultaneously with the generator project.

We recently opened bids, and the low bid was as follows:

Base Bid (generators and appurtenances): \$416,750

Add Alternate A (fencing at Fellsway station): \$33,000

Add Alternate B (fencing at Upham Station): \$58,850

Add Alternate C (landscaping/screening): \$10,000

Our recommendation is to complete the entire scope, including Add Alternates A, B, and C. The total cost of the project, including design and construction administration, is \$601,550. In order to carry a construction contingency of approximately 5%, we are hereby requesting \$230,000 from retained earnings in the Sewer Enterprise Fund.

We respectfully request your consideration of both of these retained earnings allocations. Thank you.



CITY OF MELROSE

DEPARTMENT OF PUBLIC WORKS

Administration–Engineering–Water–Sewer–Facilities
Parks–Forestry–Highway–Sanitation–Cemetery–Fleet

James Troup

Assistant Director – Administration & Finance

**City Yard, 72 Tremont Street
Melrose, Massachusetts 02176**

Telephone – (781) 665-0142

E-mail: jtroup@cityofmelrose.org

MEMORANDUM

To: Mayor Paul Brodeur
Melrose City Council

From: James Troup, Assistant DPW Director – Administration and Finance

cc: Patrick Dello Russo, CFO/Auditor
Kerriann Golden, Assistant City Auditor
Margot Fleischman, Director of Strategic Initiatives
Elena Proakis Ellis, DPW Director
Jay McNeil, Facilities Manager

Date: April 11, 2023

Re: FY2023 Free Cash Appropriation for Franklin School Window Replacement

In collaboration with the City of Melrose School Department, the Department of Public Works requests your consideration for an appropriation of \$300,000.

The window bays at the Franklin School have long exceeded their useful life. In April 2023, Phase I of the window replacement will take place and address the most critical of conditions. The selected contractor will perform the work over the April vacation week and while the school is vacant. Phase II is planned to take place over the summer break and will address 5 bays (10 windows). Plans to accommodate the summer programs are already under consideration in anticipation of this critical project. The remaining windows at the school will continue to be part of our Capital Improvement Plan for future capital funding.

The full scope of the work includes the replacement of 5 bays (10 windows), industry testing (heat, water, air, structural), and required masonry in the general area of the windows. The scope also includes an allowance for additional work that may be required and for conditions that are currently unforeseen. The selected vendor performs this work under the State TRD01 Contract. The project schedule considers current industry lead times for materials and ensures completion of this project ahead of the 2023-24 School Year.

Thank you very much for your consideration on this project and this much needed investment in our School Buildings.

Feel welcome to contact us with any further questions.

Attachment: Franklin Window Appropriation FY23 (APPRO-2023-23 : An Appropriation from Free Cash to Public Works Account)





Suburban Glass & Mirror, Inc
60 Powdermill Rd. Acton, MA. 01720

Proposal

76221

Date: 03/31/2023

Billed To: City of Melrose
DPW City Yard
72 Tremont St
Melrose MA 02176

Job # 32662
Project: 16 Franklin St
Franklin School Summer Window Replacement
Melrose MA
Jay McNeil
781-665-0142

This quote is valid until: 05/01/2023

Scope:

We will supply materials and labor to remove and replace (5) bays (10 windows) at the Franklin School on the various floors. We will use an aerial lift to access the areas, we will then have an abatement company set up protection and remove the windows, frames, and surrounding caulking as needed. We will then have a hygienist clear the area and dispose of the materials off site per code. We will then furnish and install the new windows. New windows to be: Universal Windows to match mock up windows. Windows to be 550 series, sub sill, ultralift balances, pole operated lock. There will be an uneven orientation (2/3 fixed and 1/3 operable). (3) pieces per opening with the (2) ends having operable windows and the middle being fixed. Finish will be dark bronze. Glass to be double glazed low-e and argon tempered safety glass. The operable windows will have half screens with charcoal fiberglass mesh. We will caulk the exterior of the window with Dow 795 structural silicone and then install wood trim or break metal where required on the interior of the frame.

Note: Lead time for windows is approx. 8 weeks from time of order. No testing figured at this time (see additional pricing for testing). No permits or bonds figured at this time. If a permit is required, it will be the cost of the permit plus \$1,000.00.

Excludes: Off hour work, unforeseen conditions, accidental damage to landscaping, permits and bonds.

Labor: \$49,210.00

Materials: \$179,430.00

Work to be performed under state contract TRD01. Prevailing wage rates apply.

Exclusions to bid:

Unforeseen conditions, off hour work, permits, bonds, hazardous removal, testing

Suburban glass and mirror co. Inc. Is not responsible for accidental damage to customer's glass in the removal, transport, storage or install of said items. All material is guaranteed to be as specified. All work to be completed in a professional manner according to standard practices. Any alterations or deviations from above specifications involving extra costs will become an extra charge over and above this price. Owner to carry fire, tornado, and other necessary insurance. Our workers are fully covered by workman's compensation insurance. This price is valid for thirty (30) days.

Total

228,640.00



Suburban Glass & Mirror, Inc
60 Powdermill Rd. Acton, MA. 01720

Proposal

76222

Date: 03/31/2023

Billed To: City of Melrose
DPW City Yard
72 Tremont St
Melrose MA 02176

Job # 32663
Project: 16 Franklin St
Franklin School Re-pointing
Melrose MA
Jay McNeil
781-665-0142

This quote is valid until: 05/01/2023

Scope:

We will supply materials and labor to repoint several miscellaneous areas around the building as shown during our walk thru. We will use an aerial lift to access the areas. We will saw cut out the damaged mortar joints, clean and prep the areas, and replace with new S type mortar. This price is based upon 1000 lineal feet of pointing replacement.

Note: these are best effort repairs, no waterproofing, structural work figured

Excludes: off hour work, unforeseen conditions, structural work

Base Price: \$18,600.00

Alternate: Each additional lineal foot over the allowed 1000 feet. Minimum 5 lineal feet per area
Add to base price per foot: \$20.40

Work to be performed under state contract TRD02. Prevailing wage rates apply.

Exclusions to bid:

Unforeseen conditions, off hour work, permits, bonds, hazardous removal, testing

Suburban glass and mirror co. Inc. Is not responsible for accidental damage to customer's glass in the removal, transport, storage or install of said items. All material is guaranteed to be as specified. All work to be completed in a professional manner according to standard practices. Any alterations or deviations from above specifications involving extra costs will become an extra charge over and above this price. Owner to carry fire, tornado, and other necessary insurance. Our workers are fully covered by workman's compensation insurance. This price is valid for thirty (30) days.

Total

18,600.00



Suburban Glass & Mirror, Inc
60 Powdermill Rd. Acton, MA. 01720

Proposal

76228

Date: 03/31/2023

Billed To: City of Melrose
DPW City Yard
72 Tremont St
Melrose MA 02176

Job # 32668
Project: 16 Franklin St
Testing of franklin school windows
Melrose MA
Jay McNeil
781-665-0142

This quote is valid until: 05/01/2023

Scope:

We will supply materials and labor to perform job specific testing on the windows per the mock up. Testing will be performed off site. Testing to be performed: Air, water, structural. We will provide a monitor test report once completed.

Thermal testing not figured in pricing at this time (waiting on pricing back). For budget purposes figured the total for testing including thermal testing to be \$20,000.00.

Price below is all testing less thermal.

Excludes: off hour work, unforeseen conditions and thermal testing.

Work to be performed under state contract TRD01. Prevailing wage rates apply.

Exclusions to bid:

Unforeseen conditions, off hour work, permits, bonds, hazardous removal, testing

Suburban glass and mirror co. Inc. Is not responsible for accidental damage to customer's glass in the removal, transport, storage or install of said items. All material is guaranteed to be as specified. All work to be completed in a professional manner according to standard practices. Any alterations or deviations from above specifications involving extra costs will become an extra charge over and above this price. Owner to carry fire, tornado, and other necessary insurance. Our workers are fully covered by workman's compensation insurance. This price is valid for thirty (30) days.

Total

16,875.00



CITY OF MELROSE

AUDITOR'S OFFICE

PATRICK D. DELLO RUSSO
CFO/City Auditor

City Hall, 562 Main Street
Melrose, Massachusetts 02176
Telephone - (781) 979-4107
Fax - (781) 662-2182

To: Honorable City Council
City of Melrose

From: Patrick D. Dello Russo, MBA
CFO/City Auditor

Date: March 28, 2023

Re: **Free Cash Appropriation Considerations for the remainder of the Fiscal Year.**

As the CFO/City Auditor, I submit this summary of Financial Management Strategies for the remainder of the Free Cash available for the remainder of the fiscal year. To-date: \$3,423,471.07 is available of the \$7,159,906 Certified.

Part I.

Reserves/Stabilization Funds & Management (\$950,000)

The City of Melrose has established a number of Financially Strategic Stabilization Funds, with a collective balance just under \$7.5 million dollars. This provides assurance to the community that we can meet a negative downturn in the economy or unanticipated costs, which could disrupt the delivery of services and negatively impact our operating budget at any given time within a fiscal year. There is "tremendous value here" in our collective decision to safeguard the assets of the community through the establishment of these funds. There is no greater priority from a financial perspective.

1. We have developed a "**Foundation Stabilization Fund**" # 8401, with a balance just under \$3.9 million dollars. The request before you is to add the sum of \$50,000 thousand dollars to this fund for a total of close to \$3.95 million dollars. The City's goal is to have the Fund equate to 5% of the operating budget. In Fiscal 2023 that amount would be just over \$4.7 million dollars. If approved, this would be a positive move in our efforts to reach that goal. The Massachusetts Municipal Association "best practice" includes adopting reserve funding targets of 5% or more based on the specifics of the municipal

budget and consideration of spending and revenue risks. There is also a standing City Council Ordinance (Section 48-5) that speaks to the funding of the Stabilization Fund annually. We have also budgeted \$50,000 to go into this fund as part of the standard annual operating budget request.

2. We have established a **“Contract Stabilization Fund” #8404**, with a balance of just over \$882,000 thousand dollars. The request before you is to add the sum of \$450,000 thousand dollars to this fund in order to insure that the city can fund negotiated collective bargaining agreements when settled, and non – union compensation obligations for example. This includes any retroactive payments relative to the respective contracts and non-union salary adjustments. To date, going into FY2024, the Fire Union is out of contract as of June 30, 2023. The target balance for this fund is \$1.3 million dollars.
3. We have established a **Capital Stabilization Fund # 8405**, with a balance of just over \$472,000 thousand dollars, and we seeking \$100,000 dollars at this time as it mirrors our targeted amount of \$550,000 at this time. Capital purchases in excess of \$25,000 thousand dollars are funded from this source. This enables the city to add flexibility in addressing its’ capital needs (pay as you go financing) for items that are not advantageous to issue debt on (departmental equipment, for example) and may be needed at any time during a fiscal year.
4. We have established a **Suits and Claims Stabilization Fund # 8406**, with a balance of over \$496,378 thousand dollars. The city uses this fund to address costs associated with legal claims and suits that arise throughout the fiscal year. We are not seeking any funding at this time as it meets our target amount of \$500,000 thousand dollars.
5. We have established a **“Special Education Stabilization Fund” #8408**, which is used to fund special education costs realized by the School Department that exceed its budgeted funds. We are requesting you to add \$250,000 thousand dollars to this fund at this time. We currently have just over \$502,000 thousand dollars in this fund. Our new target allocation is a standing balance of \$750,000 thousand dollars given the increases in costs we are realizing.

6. We have established a Statutory Fund under Chapter 32b, Section 20; called the **“OPEB Fund” #8407**, (Other Post Employment Benefits), with a balance of just over \$1,038,000 thousand dollars. We are requesting the sum of \$50,000 thousand dollars be added to this fund. The continued funding of this significant liability plays a “key” role in the determination of our Bond Rating by Standard and Poor’s Rating Agency (please see most recent S & P report dated September 15, 2020). We have also incorporated a request for \$50,000 thousand dollars as part of the standard annual operating budget request.
7. We have established an **“OSHA” Fund # 8409**, (Occupational Safety and Health Administration), stabilization fund with a current balance of over \$204,000 thousand dollars. We are requesting the sum of \$50,000 thousand dollars be added to this fund which would bring the balance to just over \$250,000 thousand dollars. The City’s target amount for this fund is \$250,000 thousand dollars.

Part II.

Project/Program and Cost considerations (\$1,158,893.48):

1. School Department Curriculum Program - \$169,959.48
2. School Department Master Plan - \$125,000
3. HRS Nonunion compensation plan funding - \$159,784
4. DPW Tree Planting Program - \$84,150
5. Radar Speed Signs and Traffic Study - \$50,000
6. IT Investments in City/School Technology - \$200,000
7. Accessibility and Adaptive Equipment Projects - \$100,000
8. Medicare - \$40,000
9. City Solicitor Liability Insurance Program - \$30,000
10. HR Department - Workers Compensation - \$150,000
11. Cemetery Department - \$50,000

Part III.**Open Items and Cost Considerations (\$1,314,577.59):**

1. Public Safety Overtime - \$300,000
2. Snow & Ice Funding Contingency - \$1,014,577.59

Summary Observations**Balance Information:**

Part I. \$ 950,000.00

Part II. \$ 1,158,893.48

Part III. \$ 1,314,577.59

Total: \$ 3,423,471.07

In closing, it is always our intent to seek transfers to offset budgetary items that need supplemental funding such as Medicare for example, in lieu of using Free Cash Funds. The amounts represented here are estimates until a formal request is made from the Mayor to the City Council for funding. Supplemental items may be introduced, and some items may be changed in dollar scope as well as more information becomes available. In the event we do not have to use the Snow and Ice Funding Contingency, the Mayor will make an additional funding request to present to the City Council prior to the fiscal year end. The objective of this memorandum is to simply provide you with some perspective on items under consideration by the Office of the Mayor.

Cc: Honorable Mayor Paul Brodeur
 Margot Fleischman, Director of Strategic Initiatives



CITY OF MELROSE

Auditor's Office

Patrick D. Dello Russo
CFO/City Auditor

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

To: Honorable Mayor Paul Brodeur & City Council
City of Melrose

From: Patrick D. Dello Russo, CFO/City Auditor
City of Melrose

Date: April 3, 2023

Re: 4/3/23 Requested Free Cash Appropriations

Please be advised, if the following orders presented on the 4/3/23 agenda are approved the remaining balance in free cash would be as follows:

	APPRO Amount	Balance of Free Cash	Dept
Certified Free Cash for Fiscal 2022		7,159,906.00	
APPRO-2023-14 Passed 3/20/23	35,311.00	7,124,595.00	School
APPRO-2023-15 Passed 3/20/23	2,762,674.93	4,361,920.07	School
APPRO-2023-16 Passed 3/20/23	35,449.00	4,326,471.07	Elections
APPRO-2023-17 Passed 3/20/23	903,000.00	3,423,471.07	Public Safety
<i>If APPRO-2023-19 is approved</i>	<i>159,784.00</i>	<i>3,263,687.07</i>	<i>City Departments</i>
<i>If APPRO-2023-20 is approved</i>	<i>169,959.48</i>	<i>3,093,727.59</i>	<i>School</i>
<i>If APPRO-2023-21 is approved</i>	<i>125,000.00</i>	<i>2,968,727.59</i>	<i>School Facilities/Planning</i>



DATE: March 28, 2023

TO: Honorable Paul Brodeur, Mayor, Honorable Melrose City Council

Cc: Patrick Dello Russo, Chief Financial Officer, and Melrose School Committee

FROM: Ken Kelley, *Director of Finance and Administrative Affairs*

RE: FY23 MPS Free Cash request for curriculum materials

The District is respectfully requesting that the Mayor and City Council consider the following funding appropriation request for the Melrose Public Schools (MPS):

MPS has purchased and started installing the myView Literacy curriculum, published by Savvas, at the elementary level this school year. This is a multi-year purchase, and the second payment installment of \$169,959.48, is due in June 2023. The below request will greatly assist the district in continuing the implementation of this literacy curriculum district wide.

Thank you for your consideration.

Transfer In Account: 1905

Second installment payment to Savvas for myView curriculum: \$169,959.48



DATE: March 28, 2023

TO: Honorable Paul Brodeur, Mayor, Honorable Melrose City Council

Cc: Patrick Dello Russo, Chief Financial Officer, and Melrose School Committee

FROM: Ken Kelley, *Director of Finance and Administrative Affairs*

RE: FY23 MPS Free Cash request for curriculum materials - updated March 30, 2023

The District is respectfully requesting that the Mayor and City Council consider the following funding appropriation request for the Melrose Public Schools (MPS):

MPS has purchased and started installing the myView Literacy curriculum, published by Savvas, at the elementary level this school year. This is a multi-year purchase, and the second payment installment of \$169,959.48, is due in June 2023. Please see the myView program update enclosed below for your reference. The below request will greatly assist the district in continuing the implementation of this literacy curriculum district wide.

Thank you for your consideration.

Transfer In Account: 1905

Second installment payment to Savvas for myView curriculum: \$169,959.48



MyView Implementation Report - March 24, 2023

Summary

What follows is a high level overview of this year's Savvas MyView implementation thus far. While we are still learning about the program, overall, we are seeing success both with the use of the materials themselves and with the progress that students are making as evidenced by recent data team meetings and benchmark assessments.

In grades K-3 nonsense reading fluency, from the fall administration of the assessment to the winter, the percentage of students meeting or exceeding grade level benchmarks (Tier 1) increased from 63.82% to 87.57%, while the percentage of students at risk (Tier 3) decreased from 11.3% to 2.81%. These results indicate that the majority of students are able to decode grade level words based on phonics patterns. Daily phonics instruction is a routine part of the MyView literacy program in all grades. This data suggests that the repeated daily routine is supporting the growth in DIBELS nonsense-word fluency, words read correctly assessment.

In grades 1-5 in oral reading fluency, from the fall administration of the assessment to the winter, the percentage of students meeting or exceeding grade level benchmarks (Tier 1) increased from 75.55% to 89.07%. While the percentage of students at risk (Tier 3) decreased from 13.21% to 5.31%. Daily instruction using the MyView Literacy program supports oral reading fluency in multiple ways. Students are able to hear modeled fluent reading frequently from their teacher and then are given opportunities to practice reading with a partner.

Materials Status

From late summer into early fall there were significant challenges with the receipt of materials. We were notified that subcontractors had been hired to package and ship materials from the warehouse and reliability was not consistent. We received boxes with packing slips that did not match what was inside, we were sent materials from another program, and we even received a shipment that was labeled to be sent to a school in Florida. Frustration was at an all time high as the school year began and many student consumables still had not arrived. As quickly as possible we instituted work-arounds, including photocopying consumable materials with permission from the publisher, and using hardcover consumables while we awaited the paperback style workbooks. By mid-October, all materials had finally arrived and in most classrooms, implementation was underway with fidelity. Here is a cataloged list of what we have received for each classroom space:



myView Literacy Resources

Component	Image	Notes	Component	Image	Notes
Student Interactive (K-5)		K-1 (5 books - 1 per unit) Grades 2-5 (vol 1 and 2)	Teacher's Edition (K-5)		5 Teacher's Editions (1 per unit) for each classroom teacher
Leveled Readers (K-5)		one library per classroom (usually comes in 2 boxes)	Leveled Reader Teacher's Guide (K-5)		one per classroom teacher
Trade Books (K-5)		5 different titles; one shrink-wrapped bundle for every student	Small Group Guide (K-5)		one per classroom teacher
Foundational Skills Kit (K-2)		one kit per classroom, K-2 Includes: Alphabet Cards, Decodable Readers, High-Frequency Word Cards, Letter Tiles, Picture Word Cards, Sound Spelling Cards (Grades 1-2)	Dual Language Educators' Implementation Guide (K-5)		one per classroom teacher
Big Book of Songs and Poems (K-1)		grades K-1	Big Books (K)		K only

Component	Image	Notes	Component	Image	Notes
myFocus Intervention Teacher's Guide (K-5)		one per classroom teacher	myFocus Reader (1-5)		one pkg (of 6) per classroom teacher
Assessment Guide (K-5)		one per classroom teacher	Progress Check Ups (K-5)		one per classroom teacher
Cold Reads for Fluency and Comprehension (1-5)		one per classroom teacher	Summative Assessments (K-5)		one per classroom teacher
Language Awareness Handbook (K-5)		one per classroom teacher	Reading Routines Companion (K-5)		one per classroom teacher

 Classroom at a Glance: Digital Resources			
Intervention Support • myFocus Reader Online Teacher Support Foundational Skills • Phonics/Word Study Online Student Resources • High-Frequency Word Cards	ELL Support • Language Awareness Handbook Handwriting Support • Handwriting Practice Online Student Resources • Handwriting Models	Writing Support • Writing Workshop Minilessons • Writing Workshop Minilessons Student Practice • Writing Workshop Conference Notes Template Online Student Resources • Writing Workshop Student Feedback Template Online Student Resources • Writing Assessments • Writing Assessment Rubrics • Performance-Based Writing Assessments (Grades 2-5)	Additional Digital Resources • Extension Activities Online Student Resources • Interactive Read Aloud Trade Book Lessons • Language and Conventions Online Student Resources • Spelling Online Student Resources • Project-Based Inquiry Rubrics • Leveled Research Articles (Grades 1-5) • Weekly Standards Practice PowerPoints® (Grades 2-5) • Think About It Interactives (Grades 3-5)

Professional Development

Thus far this year, Savvas has been on site for summer PD for staff and virtual during curriculum meeting times. After a couple of earlier sessions that did not meet our needs, we pulled our full day PD on November 8th in house and the PD was led by MaryAnn Barriss, Sue Jones and Mel Acevedo. We then attended a user group meeting and raised our concerns to the Head of PD at Savvas. Following that meeting, we had multiple sessions scheduled in order to collaboratively design future curriculum meeting sessions. There were subsequently two sessions that addressed the writing component of the MyView curriculum and one session where staff could choose between the following presentations: *Project-Based Inquiry in MyView*, *Small Group Resources in MyView* or *Foundational Skills, The Science of Reading in MyView*.

Future Professional Development Offerings

Our next PD opportunity will include on site embedded days where Savvas trainers will engage in model lessons, provide planning support, and work directly with our instructional coaches. In addition, two neighboring districts - North Reading and Arlington - have reached out to us to come and observe lessons in action. This speaks to our teachers' commitment to implementation with fidelity and I am excited we will be able to offer our support as other districts navigate their curriculum journey. We have also been asked to star in some Savvas training videos!



Long Term Visioning

In addition to continued, targeted PD, observations and support through the instructional coaches, and an expansion of the use of the materials to include all supporting elements as well as the project based inquiry in each unit, we also look forward to drawing more explicit cross curricular connections. Many of the anchor texts are non-fiction and often in the realm of science or social studies. We hope to therefore work with our 6-12 directors of science and social studies on how to best capitalize on those connections and grow more robust science and social studies lessons that are tied to the literacy anchor for the unit. In addition, our Literacy Task Force will be well underway as we enter the FY24 school year, and reviewing the components of the MyView program - through a records review and classroom observations - will be a high priority on their list of tasks.



CITY OF MELROSE

Human Resources Department

Polina Latta

Director

Platta@cityofmelrose.org

**City Hall, 562 Main Street
Melrose, Massachusetts 02176**

(P) 781-979-4146

(F) 781-979-4246

To: President Jen Grigoraitis
Melrose City Council

CC: Mayor Paul Brodeur
Patrick Dello Russo, CFO/ Auditor
Margot Fleischman, Chief of Staff

From: Polina Latta, Human Resources Director

Re: Compensation and Classification Study

Date: March 24, 2023

In FY22 the City of Melrose hired a Human Resources Services, Inc. (HRS) to perform a comprehensive classification and compensation study of approximately 70 non-union positions including department heads and staff, which has not been done since 1988. The goal of this initiative was to invest in the City's role as an employer, and modernize and standardize our pay practices for non-union Managers and staff to provide for meaningful progression and promotion while ensuring compliance with the Fair Labor Standards Act and the Mass Pay Equity Act.

The study involved updating the job descriptions, classifying positions according to a uniform point analysis standard, surveying the market of comparable municipalities as needed to determine representative rates of compensation, and developing and recommending a new compensation and classification system for the non-union group of positions.

Based on internal and external equity, the study recommended replacing the current multiple non-union plans with one consolidated compensation and classification plan for the non-union positions. The proposed pay plan supports pay equity and hierarchy based on skill and job requirements. It consists of 23 pay grades and ten steps in each grade with minimum and maximum salary and 2% between steps. HRS recommended continuing the policy on pay steps for easier maintenance and consistency of the plan. The pay ranges targeted the 75th percentile of market, which was necessary in order to remain competitive as compared to other municipalities in Massachusetts.

This is a base salary plan and does not include compensation for stipends, cost-of living, benefits, or other compensation. For initial placement of employees within the plan, the City used the approach of placing at the step closest to but just above their current wage in order to not reduce the pay of any current employee. For employees whose salary was below the minimum of the pay range efforts were made to bring it into the range. To maintain fairness, it was recommended that should an employee salary fall above the upper limit of the range the City should maintain that salary and not reduce it.

The proposed pay structure is designed to provide appropriate compensation through the next three fiscal years. As position duties and responsibilities change over time or as new positions emerge, the consultant has furnished a tool to evaluate and measure the position against a common set of criteria in a systematic and objective manner to rank the job in the appropriate grade of the compensation structure.

In order to ensure that pay levels remain equitable and competitive the City was advised to maintain the current plan by applying cost-of-living increase across the entire compensation structure periodically, as determined by the administration, or the new compensation structure will become outdated, and the City will have difficulty recruiting talent, as we have witnessed in the past.

Therefore, we are requesting an appropriation in the amount of \$167,310 (One Hundred Sixty-Seven thousand, three hundred and ten dollars) to fund a one-time salary adjustment for FY23 as recommended by the HRS compensation study. The requested appropriation is from the following accounts \$159,784 from Free Cash (01-324001), \$3,763 from Sewer Retained Earnings (6000-319000), \$3,763 from Water – Retained Earnings (6100-319000) to various salary and wage lines as set forth herein.



CITY OF MELROSE

Legal Department

Shannon Phillips
City Solicitor
 sphillips@cityofmelrose.org

**City Hall, 562 Main Street
 Melrose, Massachusetts 02176
 Telephone (781) 979-4184**

MEMORANDUM

To: Paul Brodeur, Mayor
 Margot Fleischmann, Chief of Staff & Director of Strategic Initiatives and Communications

cc: Polina Latta, Director of Human Resources and Labor Relations
 Patrick Dello Russo, Chief Financial Officer/ City Auditor

From: Shannon Phillips, City Solicitor

Re: New Order for funding of the HRS Compensation Study

Date: March 27, 2023

I have been asked to provide this memorandum in regards to the expected submission of a new Order by your office requesting City Council to fund the HRS compensation study. Mainly, you have requested that I provide an opinion as to whether or not such a new request is legally valid and may be considered by City Council at this juncture in light of City Council's previous vote defeating a similar Order on February 6, 2023.

By way of background, previous *Order 2023-29* relative to funding the HRS compensation study first appeared on the City Council Agenda at Council's October 17, 2022 meeting. Said Order from your office requested as follows:

"An Appropriation in the amount of \$167,310 (One Hundred Sixty-Seven thousand, three hundred and ten dollars) to fund the HRS compensation study. The requested appropriation is from the following accounts \$159,784 from the Contract Stabilization fund (84042-590000), \$3,763 from Sewer, Reserve for Retained Earnings (84152-590000) and \$3,763 from Water, Reserve for Retained Earnings (84162-590000) to various salary and wage lines as set forth herein."

This Order was then subsequently discussed in the Appropriations and Oversight Committee on November 7, 2022. It was then recommitted to Committee by City Council on December 19, 2022. On February 6, 2023 City Council took a full vote on this Order and the Order was defeated.

In my opinion, a new Order embodying substantially the same subject as *Order 2023-29* can be legally submitted to Council at this time for their consideration.

While City Council's Rules of Order do not allow for "any committee or member" of Council itself to introduce such an item within six months of its previous rejection, there is no rule barring the Mayor from requesting consideration of such an item.¹

Furthermore, if there were such a rule that restricted your ability to make a communication or filing to Council based on the content/subject matter of a given Order, in my opinion this would be violative of your authority under the City Charter. Specifically, *Section 3-6(a)* of the Melrose City Charter gives you the clear authority to recommend to City Council for its consideration the passage of such measures as in your judgment the needs of the City so require.

Please do not hesitate to reach out to me directly with any questions or concerns in this regard.

¹ See *Rules of Order Melrose City Council* (Adopted January 2023), specifically Rule 37, pg. 13.



PAUL BRODEUR
Mayor

CITY OF MELROSE

OFFICE OF THE MAYOR

City Hall, 562 Main Street
Melrose, Massachusetts 02176
Telephone - (781) 979-4440

MEMORANDUM

To: Melrose City Council
From: Mayor Paul Brodeur
Re: Implementation of Compensation Plan in FY23
Date: April 3, 2023

As you are aware, last fall I requested an appropriation from the Contract and Wage Stabilization Fund to allow the City to implement the results of the City's recent compensation study. Although periodic review and adjustment of compensation plans is a standard best practice for municipalities in Massachusetts, until last year Melrose had not done such a study in several decades. Our external compensation study, which was funded by the City Council, resulted in a recommendation of \$167,310 in one-time salary adjustments for FY23 order to ensure that our pay levels remain equitable and competitive.

At this time, I am requesting that the City Council consider an appropriation from Free Cash to fund implementation of this plan. I understand there was reluctance to increase any employee pay until the teacher and paraprofessional contracts were settled. Those contracts have been settled, as have DPW, crossing guards, police patrol officers, and police superior officers (tentative agreement). There are currently no collective bargaining units out of contract. It is now time to adjust the salaries of our non-union staff, and I would like to provide some further information on why this remains an important priority.

First and foremost, the City's non-union employees are entitled to the same fairness and equity in pay that we provide for all other City employees. While the City is under no legal obligation to implement the study, the study does indicate that we are out-of-market with respect to many positions, and our employees deserve competitive salaries.

In this challenging labor market, when municipalities across the Commonwealth are experiencing extreme difficulties in recruiting and retaining qualified candidates, we simply cannot afford to lose experienced staff through attrition because our pay rates are not competitive. This is certainly true of the positions that were included in the study, many of which are unique and require specific experience, advanced degrees, and specialized knowledge. Staff turnover in these roles causes disruptions in workflow of critical projects and incurs the financial costs of recruiting and onboarding of new employees. Loss of both institutional knowledge and workplace continuity also affects employee morale.

Taking into account the feedback provided by the Council, CFO Dello Russo will be building the compensation plan into our Fiscal Year 2024 operating budget. This, however, still leaves the matter of our non-union employees' pay adjustments in Fiscal Year 2023 (retroactive to July 1, 2022) on the table. It is not good budget practice to fund a current year operating expense in a subsequent year, so we wish to avoid the situation where the Fiscal Year 2024 budget is artificially increased in order to meet this one-time cost. We are therefore requesting that the City

Council appropriate these funds from Free Cash to make our employees whole for Fiscal Year 2023.

Not taking action to implement the compensation plan puts us even further behind our peer communities. It risks our employee's losing faith in the process with which they cooperated, and which was intended to create greater trust in the equity of their pay relative to their peers and to the regional labor market. I urge the Council to take this opportunity to fund the compensation increases recommended in the study.



CITY OF MELROSE

AUDITOR'S OFFICE

PATRICK D. DELLO RUSSO
CFO/City Auditor

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To: Honorable City Council
City of Melrose

From: Patrick D. Dello Russo, MBA
CFO/City Auditor

Date: March 28, 2023

Re: **Free Cash Appropriation Considerations for the remainder of the Fiscal Year.**

As the CFO/City Auditor, I submit this summary of Financial Management Strategies for the remainder of the Free Cash available for the remainder of the fiscal year. To-date: \$3,423,471.07 is available of the \$7,159,906 Certified.

Part I.

Reserves/Stabilization Funds & Management (\$950,000)

The City of Melrose has established a number of Financially Strategic Stabilization Funds, with a collective balance just under \$7.5 million dollars. This provides assurance to the community that we can meet a negative downturn in the economy or unanticipated costs, which could disrupt the delivery of services and negatively impact our operating budget at any given time within a fiscal year. There is "tremendous value here" in our collective decision to safeguard the assets of the community through the establishment of these funds. There is no greater priority from a financial perspective.

1. We have developed a "**Foundation Stabilization Fund**" # 8401, with a balance just under \$3.9 million dollars. The request before you is to add the sum of \$50,000 thousand dollars to this fund for a total of close to \$3.95 million dollars. The City's goal is to have the Fund equate to 5% of the operating budget. In Fiscal 2023 that amount would be just over \$4.7 million dollars. If approved, this would be a positive move in our efforts to reach that goal. The Massachusetts Municipal Association "best practice" includes adopting reserve funding targets of 5% or more based on the specifics of the municipal

budget and consideration of spending and revenue risks. There is also a standing City Council Ordinance (Section 48-5) that speaks to the funding of the Stabilization Fund annually. We have also budgeted \$50,000 to go into this fund as part of the standard annual operating budget request.

2. We have established a “Contract Stabilization Fund” #8404, with a balance of just over \$882,000 thousand dollars. The request before you is to add the sum of \$450,000 thousand dollars to this fund in order to insure that the city can fund negotiated collective bargaining agreements when settled, and non – union compensation obligations for example. This includes any retroactive payments relative to the respective contracts and non-union salary adjustments. To date, going into FY2024, the Fire Union is out of contract as of June 30, 2023. The target balance for this fund is \$1.3 million dollars.
3. We have established a Capital Stabilization Fund # 8405, with a balance of just over \$472,000 thousand dollars, and we seeking \$100,000 dollars at this time as it mirrors our targeted amount of \$550,000 at this time. Capital purchases in excess of \$25,000 thousand dollars are funded from this source. This enables the city to add flexibility in addressing its’ capital needs (pay as you go financing) for items that are not advantageous to issue debt on (departmental equipment, for example) and may be needed at any time during a fiscal year.
4. We have established a Suits and Claims Stabilization Fund # 8406, with a balance of over \$496,378 thousand dollars. The city uses this fund to address costs associated with legal claims and suits that arise throughout the fiscal year. We are not seeking any funding at this time as it meets our target amount of \$500,000 thousand dollars.
5. We have established a “Special Education Stabilization Fund” #8408, which is used to fund special education costs realized by the School Department that exceed its budgeted funds. We are requesting you to add \$250,000 thousand dollars to this fund at this time. We currently have just over \$502,000 thousand dollars in this fund. Our new target allocation is a standing balance of \$750,000 thousand dollars given the increases in costs we are realizing.

6. We have established a Statutory Fund under Chapter 32b, Section 20; called the **“OPEB Fund” #8407**, (Other Post Employment Benefits), with a balance of just over \$1,038,000 thousand dollars. We are requesting the sum of \$50,000 thousand dollars be added to this fund. The continued funding of this significant liability plays a “key” role in the determination of our Bond Rating by Standard and Poor’s Rating Agency (please see most recent S & P report dated September 15, 2020). We have also incorporated a request for \$50,000 thousand dollars as part of the standard annual operating budget request.
7. We have established an **“OSHA” Fund # 8409**, (Occupational Safety and Health Administration), stabilization fund with a current balance of over \$204,000 thousand dollars. We are requesting the sum of \$50,000 thousand dollars be added to this fund which would bring the balance to just over \$250,000 thousand dollars. The City’s target amount for this fund is \$250,000 thousand dollars.

Part II.

Project/Program and Cost considerations (\$1,158,893.48):

1. School Department Curriculum Program - \$169,959.48
2. School Department Master Plan - \$125,000
3. HRS Nonunion compensation plan funding - \$159,784
4. DPW Tree Planting Program - \$84,150
5. Radar Speed Signs and Traffic Study - \$50,000
6. IT Investments in City/School Technology - \$200,000
7. Accessibility and Adaptive Equipment Projects - \$100,000
8. Medicare - \$40,000
9. City Solicitor Liability Insurance Program - \$30,000
10. HR Department - Workers Compensation - \$150,000
11. Cemetery Department - \$50,000

Part III.**Open Items and Cost Considerations (\$1,314,577.59):**

1. Public Safety Overtime - \$300,000
2. Snow & Ice Funding Contingency - \$1,014,577.59

Summary Observations**Balance Information:**

Part I. \$ 950,000.00

Part II. \$ 1,158,893.48

Part III. \$ 1,314,577.59

Total: \$ 3,423,471.07

In closing, it is always our intent to seek transfers to offset budgetary items that need supplemental funding such as Medicare for example, in lieu of using Free Cash Funds. The amounts represented here are estimates until a formal request is made from the Mayor to the City Council for funding. Supplemental items may be introduced, and some items may be changed in dollar scope as well as more information becomes available. In the event we do not have to use the Snow and Ice Funding Contingency, the Mayor will make an additional funding request to present to the City Council prior to the fiscal year end. The objective of this memorandum is to simply provide you with some perspective on items under consideration by the Office of the Mayor.

Cc: Honorable Mayor Paul Brodeur
 Margot Fleischman, Director of Strategic Initiatives



CITY OF MELROSE

Auditor's Office

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CFO/City Auditor

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To: Honorable Mayor Paul Brodeur & City Council
City of Melrose

From: Patrick D. Dello Russo, CFO/City Auditor
City of Melrose

Date: April 3, 2023

Re: 4/3/23 Requested Free Cash Appropriations

Please be advised, if the following orders presented on the 4/3/23 agenda are approved the remaining balance in free cash would be as follows:

	APPRO Amount	Balance of Free Cash	Dept
Certified Free Cash for Fiscal 2022		7,159,906.00	
APPRO-2023-14 Passed 3/20/23	35,311.00	7,124,595.00	School
APPRO-2023-15 Passed 3/20/23	2,762,674.93	4,361,920.07	School
APPRO-2023-16 Passed 3/20/23	35,449.00	4,326,471.07	Elections
APPRO-2023-17 Passed 3/20/23	903,000.00	3,423,471.07	Public Safety
<i>If APPRO-2023-19 is approved</i>	<i>159,784.00</i>	<i>3,263,687.07</i>	<i>City Departments</i>
<i>If APPRO-2023-20 is approved</i>	<i>169,959.48</i>	<i>3,093,727.59</i>	<i>School</i>
<i>If APPRO-2023-21 is approved</i>	<i>125,000.00</i>	<i>2,968,727.59</i>	<i>School Facilities/Planning</i>

Attachment: 4-3-23balancememo (APPRO-2023-19 : Non-Union salary adjustment for FY23 HRS compensation study)