



City of Melrose
City Council
Regular Meeting

Monday, December 1, 2025, 7:45 PM
City Council Chamber, 1st Floor
562 Main Street, Melrose, MA 02176

AGENDA

NOTE:

THIS WILL BE A HYBRID MEETING WITH REMOTE ATTENDANCE

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

I. CALL TO ORDER

Pledge of Allegiance

Cal Finocchiaro
Mark Garipay
Ward Hamilton
Maya Jamaledine
Manjula Karamcheti
John Obremski
Devin Romanul
Robb Stewart
Kimberly Vandiver
Ryan Williams
Leila Migliorelli, President

II. MINUTES APPROVAL

A. City Council Special Meeting November 24, 2025 7:00 PM

III. PUBLIC COMMENT

When: Dec 1, 2025 07:45 PM Eastern Time (US and Canada)

Topic: City Council Meeting, Property Tax Classification Public Hearing for FY2026 at 8:00 PM

Join from PC, Mac, iPad, or Android:

<https://cityofmelrose-org.zoom.us/j/94132302691?pwd=f0H9GUcBb4kUbPjhjXQ6Pn0IsPIbLQ.1>

Passcode:167362

Webinar ID: 941 3230 2691

IV. COMMUNICATIONS FROM THE HONORABLE MAYOR & OTHER CITY OFFICIALS

V. NEW BUSINESS

A. Filings by the Honorable Mayor

i. Appropriations

1. **(ID # 2025-779):** Appropriation from the Peg Access Fund in the amount of \$282,640.36 to MMTV and Melrose Public Schools.

ii. Grants

1. **(ID # 2025-749):** FY26 Earmark for Playing Fields
2. **(ID # 2025-766):** Field Demonstration Grant- Senior Center Modernization for the amount of \$9500 to replace aging toilets at the Milano Center with chair height models for accessibility. Replace worn countertops in 2 restrooms. Installation of grab bars in restrooms. Purchase and installation of a digital media board on the Milano Center lobby used to advertise programming, schedule changes and as a means of wayfinding within the building.
3. **(ID # 2025-767):** Field Demonstration Grant - Memory Cafe for the amount of \$4860. Funds will be used to provide a monthly Memory Cafe which would provide respite programming for those living with dementia and their caregivers.
4. **(ID # 2025-768):** Title III B FY26 Grant for \$5000. The funds will be used for funding Milano Center social programming.
5. **(ID # 2025-769):** State 911 EMD Grant - MPD has been awarded \$18,000.00 to defray the cost of 1 year of emergency service from the Armstrong Ambulance Services.
6. **(ID # 2025-770):** State 911 Support & Incentive Grant - MPD has been awarded \$90,505.00 to defray the cost of the dispatch specific equipment (new and existing) and the straight-time cost of dispatch personnel.
7. **(ID # 2025-771):** State 911 Training Grant - MPD has been awarded \$82,903.80 for 16 hours of dispatch specific continuing education as well as the training class fees for all certified dispatch personnel.
8. **(ID # 2025-772):** FFY26 Municipal Road Safety Program - MPD has been awarded \$19,290.00 to enable additional traffic enforcement and equipment. This includes extra officers for motor vehicle and pedestrian crosswalk enforcement. Equipment includes portable hand-held radars or traffic data recorders.
9. **(ID # 2025-784):** Acceptance of Massachusetts Department of Environmental Protection RDP Grant plus Additional Award for Organics Collection Carts
10. **(ID # 2025-775):** Police_State Earmark 25K Equipment
11. **(ID # 2025-776):** Police_State Earmark 50K Police Cruiser

12. **(ID # 2025-778):** Acceptance of FEMA/MEMA Grant for Lebanon/Sylvan Drainage Design
- iii. Order
1. **(ID # 2025-746):** Intermunicipal Agreement for Regional Emergency Planning Services with the Mystic Regional Emergency Planning Committee
- B. Ordinances
 - i. **(ID # 2025-613):** Revise the existing Animal Leash Law to REMOVE this language :
The Animal Control Officer may, at his/her discretion, waive the provisions of Subsection A if a determination is made that the owner or keeper has a valid reason to have the dog unleashed or untethered for training, exhibition or show purposes.
[Amended 8-21-2017 by Ord. No. 2018-4]

VI. PUBLIC HEARING

- A. **(ID # 2025-408):** FY2026 Property Tax Classification Public Hearing

VII. UNFINISHED BUSINESS

- A. Appropriations
 - i. **(ID # 2025-249):** Acceptance of vote language for Appropriation of Feasibility Study for MSBA Accelerated Repair projects
- B. Ordinances
 - i. **(ID # 2025-571):** That the City Council adopt a Demolition Review Ordinance as set forth herein, to preserve and protect buildings of historical significance in the City of Melrose.

VIII. REPORTS FROM COMMITTEES

IX. EXPIRIES

X. RULE 36 REPORTS

XI. ADJOURNMENT

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



City of Melrose
Parks Department
100 Slayton Rd. Melrose, MA 02176

MEMORANDUM

To: Mayor Jen Grigoraitis & Melrose City Council
From: Rob Carrillo – Superintendent of Parks and Open Spaces
Date: 11/24/25
Subject: Request for Approval of State Earmark for Playing Fields

Purpose

The purpose of this memorandum is to request City Council approval to accept and expend a state earmark in the amount of \$75,000 dedicated to improving athletic field infrastructure throughout the City of Melrose.

Background

The City of Melrose maintains a network of athletic fields that support school programs, youth sports, adult recreation leagues, and community events. Over time, increased usage, aging infrastructure, and weather impacts have created a significant need for upgrades to ensure safe, reliable, and high-quality playing surfaces.

This earmark provides an opportunity to address critical maintenance and improvement needs across multiple field locations, with a primary focus on irrigation upgrades and the purchase of materials and equipment required for ongoing field upkeep.

Scope of Work

The earmark funds will be used to support improvements to the overall surface conditions, durability, safety, and playability of athletic fields across the city. Specific uses include but are not limited to:

1. Irrigation Improvements – East and West Knoll Fields

- Installation or upgrade of irrigation systems
- Site preparation, trenching, and plumbing work

- Controller and sensor upgrades
- Estimated cost: **\$75,000**

These irrigation improvements are essential for maintaining turf quality and reducing long-term maintenance costs, especially during periods of drought or heavy athletic use.

2. Citywide Field Improvements

Funds may also be used for the purchase of materials, tools, and equipment necessary to maintain and improve playing conditions at:

- Melrose High School (MHS) Athletic Complex
- Common Park
- Conant Park
- Lewis-Monk Field

Eligible expenditures include:

- Soil, seed, sod, and turf repair materials
- Infield mix and grading supplies
- Turf maintenance equipment (drag mats, aerators, line strippers, etc.)
- Drainage repair components
- Safety and accessibility enhancements
- Playing field equipment (nets, padded mats, fence repairs, etc.)

Justification and Community Impact

Improved field conditions will support a wide range of community benefits, including:

- Enhanced safety for student athletes and youth programs
- Higher-quality playing surfaces, reducing cancellations and field closures
- Extended field lifespan through proactive care and irrigation efficiency
- Improved accessibility for all residents who utilize recreational facilities
- Support for recreation programming growth, including school and city athletics

This investment aligns with the City's commitment to maintaining high-quality public facilities and expanding recreational opportunities for residents of all ages.

Action Requested

The City Council is respectfully requested to:

1. Approve acceptance and expenditure of the \$75,000 state earmark, and
2. Authorize the Department of Public Works / Parks Department to proceed with the planned improvements described above.

Thank you,

Rob Carrillo

Superintendent of Parks and Open Spaces



Commonwealth of Massachusetts
CONTRACTOR AUTHORIZED SIGNATORY LISTING

This form is jointly issued and published by the Office of the Comptroller (CTR) and the Operational Services Division (OSD) as the default form for all Commonwealth Departments when another form is not prescribed by regulation or policy.

Signature for Corporation (C or S), Partnership, Trust/Estate, Limited Liability Company
(must match Form W-9 tax classification)

Contractor Legal Name	Contractor Vendor/Customer Code (if available, not the Taxpayer Identification Number or Social Security Number)
-----------------------	---

INSTRUCTIONS: Any Contractor (other than a sole-proprietor or an individual contractor) must provide a listing of individuals who are authorized as legal representatives of the Contractor who can sign contracts and other legally binding documents related to the contract on the Contractor’s behalf. In addition to this listing, any state department may require additional proof of authority to sign contracts on behalf of the Contractor, or proof of authenticity of signature (a notarized signature that the Department can use to verify that the signature and date that appear on the Contract or other legal document was actually made by the Contractor’s authorized signatory, and not by a representative, designee or other individual.)

For privacy purposes **DO NOT ATTACH** any documentation containing personal information, such as bank account numbers, social security numbers, driver’s licenses, home addresses, social security cards or any other personally identifiable information that you do not want released as part of a public record. The Commonwealth reserves the right to publish the names and titles of authorized signatories of contractors.

There are three types of electronic signatures that will be accepted on this form: **1) Traditional “wet signature” (ink on paper); 2) Electronic signature that is either: a. hand drawn using a mouse or finger if working from a touch screen device; or b. An upload picture of the signatory’s hand drawn signature; 3) Electronic signature affixed using a digital tool such as Adobe Sign or DocuSign.** Typed text of a name not generated by a digital tool, computer generated cursive, or an electronic symbol are not acceptable forms of electronic signature.

Authorized Signatory Name	Signature (Signature as it will appear on contract or other documents)	Title	Phone Number	Email Address

Acceptance of any payment under a Contract or Grant shall operate as a waiver of any defense by the Contractor challenging the existence of a valid Contract due to an alleged lack of actual authority to execute the document by the signatory.

I certify that I am a responsible authorized officer of the Contractor and as an authorized officer of the Contractor I certify that the names of the individuals identified on this listing are current as of the date of execution and that these individuals are authorized to sign contracts and other legally binding documents related to contracts with the Commonwealth of Massachusetts on behalf of the Contractor. I understand and agree that the Contractor has a duty to ensure that this listing is immediately updated and communicated to any state department with which the Contractor does business whenever the authorized signatories above retire, are otherwise terminated from the Contractor’s employ, have their responsibilities changed resulting in their no longer being authorized to sign contracts with the Commonwealth or whenever new signatories are designated.

Please note you cannot self-certify your own signature as a single signer listed above.

Signature	Date
Print Name	Phone Number
Title	Email Address

A copy of this listing must be attached to the “record copy” of a contract filed with the department.

COMMONWEALTH OF MASSACHUSETTS | STANDARD CONTRACT FORM



This form is jointly issued and published by the Office of the Comptroller, the Executive Office for Administration and Finance, and the Operational Services Division 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](#), 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 forms at macomptroller.org/forms or mass.gov/lists/osd-forms.

CONTRACTOR INFORMATION		COMMONWEALTH INFORMATION	
Contractor Legal Name		Department	MMARS Code
d/b/a		Contract Manager Name	
Legal Address As entered on Form W-9 or Form W-4		Business Mailing Address	
Contract Manager Name		Billing Address If Different	
Phone	Fax	Phone	Fax
Email		Email	
Vendor Code VC		MMARS Doc ID(s)	
Vendor Code Address ID e.g. "AD001". AD		RFR/Procurement or Other ID Number	
Note: The Address ID must be set up for Electronic Funds Transfer (EFT) payments.			
NEW CONTRACT		CONTRACT AMENDMENT	
Procurement or Exception Type (Check one option only)		Current Contract End Date PRIOR to Amendment	Amendment Amount Or Enter "No Change"
Statewide Contract (OSD or an OSD-designated department.) Collective Purchase (Attach OSD approval, scope, and budget.) Department Procurement - Includes all Grants 815 CMR 2.00 . (Attach Solicitation Notice or RFR, and Response or other procurement supporting documentation.) Emergency Contract (Attach justification for emergency, scope, and budget.) Contract Employee (Attach Employee Status Form, scope, and budget.) Interim Contract with new Contractor (Attach justification for Interim Contract and updated scope/budget.) Other Procurement Exception (Attach authorizing language, legislation with specific exemption or earmark, and exception justification, scope, and budget.)		Amendment Type Check one option only. Attach details of amendment changes. Amendment to Date, Scope, or Budget (Attach updated scope and budget.) Interim Contract with Current Contractor (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/budget.)	
TERMS AND CONDITIONS			
The Standard Contract Form Instructions and Contractor Certifications and the following 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. Total maximum obligation for total duration of this contract (or new total if contract is being amended):			

PROMPT PAYMENT DISCOUNTS (PPD)

Commonwealth payments are issued through Electronic Funds Transfer (EFT) 45 days from invoice receipt. See [Prompt Pay Discounts Policy](#).

Contractors requesting accelerated payments must identify a PPD as follows:

Payment issued within:	10 days	% PPD.
	15 days	% PPD.
	20 days	% PPD.
	30 days	% PPD.

If PPD percentages are left blank, identify reason:

Statutory/legal

Ready Payments ([M.G.L. c. 29, § 23A](#))

Agree to standard 45-day cycle

Only initial payment

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.

SUPPLIER DIVERSITY PROGRAM (SDP) PLAN

Does the Supplier Diversity Program apply?

YES If YES, the Contractor's annual SDP commitment for this Contract is

NO If NO, and the department is an Executive Department, enter the appropriate exemption:

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 , 20 , 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

Signature and date must be captured at time of signature.

Signature

Date

Print Name

Print Title

AUTHORIZING SIGNATURE FOR THE DEPARTMENT

Signature and date must be captured at time of signature.

Signature

Date

Print Name

Print Title

Erica Brown
Melrose Council on Aging
Executive Director



781-665-4304
ebrown@cityofmelrose.org

To: Melrose City Council
From: Erica Brown
Re: Acceptance of Field Demonstration Project Area Grant
Date: September 23rd, 2025

I am pleased to present the Honorable City Council with a request to accept funding from the Massachusetts Councils on Aging in the amount of \$9,500.

The grant is being awarded for the Council on Aging's goal of Senior Center Modernization. 100% of the funds will be disbursed to the City upon receipt of reimbursement receipts and invoices. There is no match required, and funds are required to be spent by June 30, 2026.

This funding will allow for digital wayfinding signage in the Milano Center lobby and updated fixtures in Milano Center restrooms

About Senior Center Modernization:

The Council on Aging and Milano Center have seen increased daily traffic since reopening after the COVID-19 pandemic. After reopening, daily attendance averaged 50 people. Today, the Milano Center averages 90 people per day. Issues have been reported by staff as a result of this increase in daily attendance: room locations often change for activities depending on the number of reservations and members submit complaints on a weekly basis that the 1st floor women's restroom has accessibility issues with toilets situated low to the ground.

Goal 1: Install digital signage in the Milano Center lobby that can be easily changed daily to assist with wayfinding in the building. This signage can also be used to advertise programming.

Goal 2: Increase building accessibility by replacing existing toilets in the 1st floor women's restroom with chair height models. Install grab bars. Replace worn/aging countertops in all restrooms.

I respectfully request acceptance of these funds so that this work may move forward and build better accessible space for older adults in our community. Thank you for your consideration.

Erica Brown
Melrose Council on Aging
Executive Director



781-665-4304
ebrown@cityofmelrose.org

To: Melrose City Council
From: Erica Brown
Re: Acceptance of Field Demonstration Project Area Grant
Date: September 23rd, 2025

I am pleased to present the Honorable City Council with a request to accept funding from the Massachusetts Councils on Aging in the amount of \$4,860.

The grant is being awarded for the Council on Aging's goal of hosting a monthly Memory Cafe. 100% of the funds will be disbursed to the City upon receipt of reimbursement receipts and invoices. There is no match required, and funds are required to be spent by June 30, 2026.

This funding will allow the Milano Center to host a monthly Memory Café for residents living with dementia and their caregivers.

About Memory Cafés:

A Memory Cafe is a regular gathering in a social, informal setting where people with Alzheimer's disease or related dementias and their caregivers can meet others facing similar challenges to connect, engage in fun activities, and find a supportive community. These free-to-attend gatherings provide a safe, non-judgmental environment where participants can enjoy activities like music, art, and storytelling, fostering friendship and reducing isolation for both the individuals with memory loss and their care partners.

I respectfully request acceptance of these funds so that these events can support some of Melrose's most vulnerable residents. Thank you for your consideration.



The Commonwealth of Massachusetts
EXECUTIVE OFFICE OF PUBLIC SAFETY AND SECURITY
STATE 911 DEPARTMENT
151 Campanelli Drive, Suite A ~ Middleborough, MA 02346
Tel: 508-828-2911 ~ TTY: 508-947-1455
www.mass.gov/e911



MAURA T. HEALEY
Governor

SUSAN W. TERREY
Interim Secretary

KIMBERLEY DRISCOLL
Lieutenant Governor

FRANK POZNIAK
Executive Director

November 5, 2025

Chief Kevin Faller
Melrose Police Department
56 West Foster Street
Melrose, MA 02176

Dear Chief Faller:

The Commonwealth of Massachusetts, State 911 Department would like to thank you for participating in the **FY2026 State 911 Department Emergency Medical Dispatch Grant Program**.

For your files, attached please find a copy of the executed contract for your grant. Please note your contract start date is **November 5, 2025** and will run through June 30, 2026. Please keep in mind that there shall be no reimbursement for costs incurred prior to the effective date of the contract and all goods and services **MUST** be received on or before June 30, 2026.

Reimbursement requests should be submitted to the Department within **thirty (30) days** of the date on which the cost is incurred. We have made the request for payment forms available on our website www.mass.gov/e911. Please ensure all proper documentation is provided with the grant reimbursement submissions to avoid reductions or returns. For any questions related to this process, please contact Angela Pilling at 508-821-7305. Please note that funding of reimbursement requests received more than one (1) month after the close of the fiscal year under which costs were incurred cannot be guaranteed.

If, in the future, you would like to make any changes to the authorized signatory, the contract manager, and/or the budget worksheet, please e-mail those proposed changes to 911DeptGrants@mass.gov. Grantees are strongly encouraged to submit final, year-end budget modification requests on or before March 31, 2026.

Sincerely,

Frank P. Pozniak
Executive Director

cc: FY2026 Emergency Medical Dispatch Grant File

COMMONWEALTH OF MASSACHUSETTS | STANDARD CONTRACT FORM



This form is jointly issued and published by the Office of the Comptroller, the Executive Office for Administration and Finance, and the Operational Services Division 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](#), 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 forms at macomptroller.org/forms or mass.gov/lists/osd-forms.

CONTRACTOR INFORMATION			COMMONWEALTH INFORMATION		
Contractor Legal Name CITY OF MELROSE		d/b/a Melrose Police Dept.	Department State 911 Department		MMARS Code EPS
Legal Address As entered on Form W-9 or Form W-4 562 MAIN STREET, MELROSE, MA 02176			Contract Manager Name Cindy Reynolds		Business Mailing Address 151 Campanelli Dr. Suite A, Middleborough, MA 02346
Contract Manager Name KIM UPTON			Billing Address If Different		
Phone 781.979.4457	Email kupton@cityofmelrose.org	Fax 781.979.4488	Phone 508-821-7299	Email 911DeptGrants@mass.gov	Fax 508-947-1452
Vendor Code vc 6000192116			MMARS Doc ID(s) CT EPS EMDG		
Vendor Code Address ID AD 001 e.g. "AD001". Note: The Address ID must be set up for Electronic Funds Transfer (EFT) payments.			RFR/Procurement or Other ID Number FY26 EMDG		
NEW CONTRACT			CONTRACT AMENDMENT		
Procurement or Exception Type (Check one option only) ☐ Statewide Contract (OSD or an OSD-designated department.) ☐ Collective Purchase (Attach OSD approval, scope, and budget.) ☐ Department Procurement - Includes all Grants 815 CMR 2.00 . (Attach Solicitation Notice or RFR, and Response or other procurement supporting documentation.) ☐ Emergency Contract (Attach justification for emergency, scope, and budget.) ☐ Contract Employee (Attach Employee Status Form, scope, and budget.) ☐ Interim Contract with new Contractor (Attach justification for Interim Contract and updated scope/budget.) ☐ Other Procurement Exception (Attach authorizing language, legislation with specific exemption or earmark, and exception justification, scope, and budget.)			Current Contract End Date PRIOR to Amendment Amendment Amount Or Enter "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 with Current Contractor (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/budget.)		
TERMS AND CONDITIONS					
The Standard Contract Form Instructions and Contractor Certifications and the following 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. Total maximum obligation for total duration of this contract (or new total if contract is being amended): <u>\$25,000.00</u>					
PROMPT PAYMENT DISCOUNTS (PPD)					
Commonwealth payments are issued through Electronic Funds Transfer (EFT) 45 days from invoice receipt. See Prompt Pay Discounts Policy .					
Contractors requesting accelerated payments must identify a PPD as follows: Payment issued within: 10 days % PPD. 15 days % PPD. 20 days % PPD. 30 days % PPD.					
If PPD percentages are left blank, identify reason: ☐ Statutory/legal ☐ Ready Payments (M.G.L. c. 29, § 23A) ☒ Agree to standard 45-day cycle ☐ Only initial payment					
BRIEF DESCRIPTION OF CONTRACT PERFORMANCE OR REASON FOR AMENDMENT					
Enter the Contract title, purpose, fiscal year(s) and a detailed description of the scope of performance or what is being amended for a Contract Amendment. Attach all supporting documentation and justifications. Contract is for the reimbursement of funds under the State 911 Department FY 2026 Emergency Medical Dispatch Grant as authorized and awarded in compliance with the grant guidelines and the grantee's approved application.					
SUPPLIER DIVERSITY PROGRAM (SDP) PLAN					
Does the Supplier Diversity Program apply? ☒ YES If YES, the Contractor's annual SDP commitment for this Contract is ☐ NO If NO, and the department is an Executive Department, enter the appropriate exemption: Grants					
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 <u>20</u> , a date LATER than the Effective Date below and no obligations have been incurred prior to the Effective Date. 3. were incurred as of <u>20</u> , 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 <u>June 30, 2026</u> , 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			AUTHORIZING SIGNATURE FOR THE COMMONWEALTH		
Signature and date must be captured at time of signature.			Signature and date must be captured at time of signature.		
Signature	Date <u>9/30/25</u>		Signature	Date <u>11/5/25</u>	
Print Name JENNIFER GRIGORAITIS	Print Title MAYOR, CITY OF MELROSE		Print Name Frank Pozniak	Print Title Executive Director	

FY 2026 EMERGENCY MEDICAL DISPATCH GRANT

Name of Eligible Entity / PSAP / RECC

Address

City/Town/Zip

Telephone Number

Fax Number

Website

MELROSE POLICE DEPARTMENT

56 WEST FOSTER STREET

MELROSE, MA 02176

781.665.1212

781.979.4488

melrosepolice.net

RECEIVED

OCT 06 2025
State 911 Department
Middleborough, MA

Name & Title of Authorized Signatory

Telephone Number

Email Address

KEVIN FALLER / CHIEF OF POLICE

781.979.4468

kfaller@cityofmelrose.org

Name & Title Grant Contract Manager

Telephone Number

Email Address

KIM UPTON

781.979.4457

kupton@cityofmelrose.org

Total Grant Program Funds Requested \$ 25,000.00

Applicant meets the EMD requirements established by the State 911 Department by:

Providing EMD in-house utilizing certified emergency medical dispatchers and the following Emergency Medical Dispatch Protocol Reference System (EMDPRS):

☐

APCO

☐

PowerPhone

☐

Priority Dispatch

OR

Utilizing the following Certified EMD Resource: ARMSTRONG AMBULANCE SERVICE

CEMDR's Emergency Medical Dispatch Protocol Reference System (EMDPRS):

☐

APCO

☐

PowerPhone

☒

Priority Dispatch

Authorization and Certification

Through its submission of this application to the State 911 Department, the applying governmental entity and the authorized signatory of the applying governmental entity affirms and declares that all information submitted to the State 911 Department regarding the application, reimbursements, budget modifications, reporting, and any and all other submissions required throughout the duration of the grant process, its award and execution shall be true and verifiable through source documentation. The above noted documents, excluding this application, will no longer require a signature at the time of submission. Submission of this application by the applying governmental entity and authorized signatory shall be applicable to any and all transactions submitted under a contract awarded as the result of this application.

Sign below to acknowledge having read and agreed to the grant conditions and reporting requirements listed in the grant guidelines.

Signed under the penalties of perjury this 9 day of OCTOBER, 20 25.

[Signature]

ORIGINAL SIGNATURE OF AUTHORIZING SIGNATORY

FY 2026 Emergency Medical Dispatch

Grant Budget Worksheet

Funding Category	Amount Requested	Detailed Narrative
1. Certified EMD Resource	\$ 25,000.00	Name of CEMDR: ARMSTRONG AMBULANCE SERVICE <i>Annual Fee</i> (Attached copy of signed contract with CEMDR)
2. Emergency Medical Dispatch Protocol Reference System	\$	EMD Guide/Cardsets, EMD Annual Maintenance, EMD Software (if eligible entity). (Attach quote(s) for this category)
3. Other Emergency Medical Dispatch and Quality Assurance of Emergency Medical Dispatch Services	\$	For Q/A, PSAPs must provide name of the individual(s), pay rate and number of Q/A review hours you are requesting. Attach signed contract for Medical Director or Third-party vendor conducting EMD case review for this category. For CPR Instructor, list name of instructor, # of 4-hour courses being taught and OT pay rate.
Total Amount of Grant Funding Requested	\$ 25,000.00	

**Emergency Medical Dispatch Resource Agreement Between the
City of Melrose
and
Armstrong Ambulance Service**

It is agreed this 01 of July, 2025, by and between the City of Melrose ("the City") and ✓
Armstrong Ambulance Service ("Armstrong") that:

1. Armstrong shall provide the City of Melrose with Emergency Medical Dispatch (EMD) services acting as the Certified EMD Resource (CEMDR) for the City of Melrose Public Safety Answering Point (PSAP) whereas the City PSAP will transfer 911 calls of a medical nature to the Armstrong Communications Center secondary PSAP for EMD purposes. Armstrong and the City both agree to abide by all applicable Commonwealth of Massachusetts statutes, regulations and rules regarding the transfer and EMD of a911 calls for medical assistance.
2. Armstrong, as a CEMDR is required to be compliant with all of the applicable rules, regulations and statutes and certify such compliance annually to the State 911 Department. Armstrong utilizes an independent QA/QI provider (Professional Ambulance) to ensure they are meeting all of the required quality assurance standards for EMD and will make all of their QA/QI records available to the City as well as recordings of specific calls when requested. The City will work with Armstrong to determine the format and frequency of sharing QA data. The City will maintain a strong working relationship with Armstrong with regular communication between the City PSAP command staff and Armstrong management to ensure all appropriate EMD procedures are followed to the City's satisfaction. Additionally, the City will continue to abide by all applicable call handling procedures set forth in the regulations including but not limited to 560 CMR 5.10 (2) Call Transfer regulations. ✓
3. The parties hereby agree that they shall comply with the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and its implementing regulations, as amended from time to time and any applicable state laws and regulations governing the use, disclosure, security, confidentiality and destruction of any and all records which contain individuals' protected health information. The parties hereby further agree to execute a Business Associate Agreement to the extent necessary.
4. Armstrong's rate for providing EMD services are based on EMS call volume:
 - 0 – 2,999 calls / year..... \$25,000 ✓
 - 3000 – 5,999 calls / year \$30,000
 - 6,000 – 9,999 calls/year \$35,000

5. Armstrong shall be exclusively liable for any and all injury or damage caused by the acts and omissions of Armstrong personnel and shall hold the City Melrose and its employees harmless for all suits and claims against them arising from such acts and omissions. To the extent permitted by law, the City shall be exclusively liable for any and all injury or damage caused by the acts and omissions of City personnel and shall hold Armstrong and its employees harmless for all suits and claims against them arising from such acts and omissions.
6. This written agreement constitutes the entire agreement for Emergency Medical Dispatch Resource services between the parties, and its terms shall not be altered, amended or waived without the express written agreement of both parties.
7. Armstrong is performing the services and duties required hereunder as an independent contractor, and nothing herein or in the performance of such services and duties shall be construed as creating the relationship of employer and employee, partnership or joint venture between the parties.
8. Severability: If any provision of this Agreement is held to be illegal, invalid or unenforceable by a court of competent jurisdiction, the parties shall, if possible, agree on a legal, valid and enforceable substitute provision which is as similar in effect to the deleted provision as possible. The remaining portion of this Agreement not declared illegal, invalid or unenforceable shall, in any event, remain valid and effective for the term remaining unless the provision is found illegal, invalid or unenforceable goes to the essence of this Agreement.
9. Assignment: Neither this Agreement nor any right or interest hereunder may be assigned or transferred by either party without the prior written consent of the other party.
10. Waiver: The failure of any party to this Agreement to exercise or enforce any right conferred upon it hereunder shall not be deemed a waiver of any such right nor operate to bar the exercise or performance thereof at any time or times thereafter; nor shall a waiver of any right hereunder at any given time, including the rights to any payments, be deemed a waiver thereof for any other time.
11. Captions: The captions of articles, paragraphs and subparagraphs of this Agreement have been inserted for convenience only and shall not control or affect the meaning or construction of any provision of this Agreement.
12. Counterparts: This Agreement may be signed in any number of counterparts, each of which shall be considered an original, but all of which together shall constitute one and the same Agreement.
13. Governing Law: This Agreement shall be governed and enforced in accordance with the laws of the Commonwealth of Massachusetts and both parties hereto submit to the jurisdiction of any of its appropriate courts for the adjudication of disputes arising out of this Agreement.

14. This Agreement shall be effective from the date of execution, and shall remain in effect for three ✓
(3) years unless either party terminates the agreement in accordance with this paragraph.

Either party may terminate the agreement for convenience or any other reason by giving the other party thirty (30) days advance written notice.

For the City of Melrose:

[Signature]
Signature

Kevin Falcer, Chief of Police
Print name and title, Duly Authorized

10/10/25
Date

For Armstrong Ambulance Service:

[Signature]
Signature

Richard Raymond
Print Name and Title ✓

10/10/25
Date



Commonwealth of Massachusetts

CONTRACTOR AUTHORIZED SIGNATORY LISTING

This form is jointly issued and published by the Office of the Comptroller (CTR) and the Operational Services Division (OSD) as the default form for all Commonwealth Departments when another form is not prescribed by regulation or policy.

Signature for Corporation (C or S), Partnership, Trust/Estate, Limited Liability Company (must match Form W-9 tax classification)

Contractor Legal Name CITY OF MELROSE	Contractor Vendor/Customer Code (if available, not the Taxpayer Identification Number or Social Security Number) VC 6000192116 / AD 001
---	---

INSTRUCTIONS: Any Contractor (other than a sole-proprietor or an individual contractor) must provide a listing of individuals who are authorized as legal representatives of the Contractor who can sign contracts and other legally binding documents related to the contract on the Contractor's behalf. In addition to this listing, any state department may require additional proof of authority to sign contracts on behalf of the Contractor, or proof of authenticity of signature (a notarized signature that the Department can use to verify that the signature and date that appear on the Contract or other legal document was actually made by the Contractor's authorized signatory, and not by a representative, designee or other individual.)

For privacy purposes **DO NOT ATTACH** any documentation containing personal information, such as bank account numbers, social security numbers, driver's licenses, home addresses, social security cards or any other personally identifiable information that you do not want released as part of a public record. The Commonwealth reserves the right to publish the names and titles of authorized signatories of contractors.

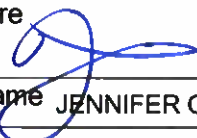
There are three types of electronic signatures that will be accepted on this form: 1) Traditional "wet signature" (ink on paper); 2) Electronic signature that is either: a. hand drawn using a mouse or finger if working from a touch screen device; or b. An upload picture of the signatory's hand drawn signature; 3) Electronic signature affixed using a digital tool such as Adobe Sign or DocuSign. Typed text of a name not generated by a digital tool, computer generated cursive, or an electronic symbol are not acceptable forms of electronic signature.

Authorized Signatory Name	Signature (Signature as it will appear on contract or other documents)	Title	Phone Number	Email Address
KEVIN FALLER		CHIEF OF POLICE	781.979.4468	kfaller@cityofmelrose.org

Acceptance of any payment under a Contract or Grant shall operate as a waiver of any defense by the Contractor challenging the existence of a valid Contract due to an alleged lack of actual authority to execute the document by the signatory.

I certify that I am a responsible authorized officer of the Contractor and as an authorized officer of the Contractor I certify that the names of the individuals identified on this listing are current as of the date of execution and that these individuals are authorized to sign contracts and other legally binding documents related to contracts with the Commonwealth of Massachusetts on behalf of the Contractor. I understand and agree that the Contractor has a duty to ensure that this listing is immediately updated and communicated to any state department with which the Contractor does business whenever the authorized signatories above retire, are otherwise terminated from the Contractor's employ, have their responsibilities changed resulting in their no longer being authorized to sign contracts with the Commonwealth or whenever new signatories are designated.

Please note you cannot self-certify your own signature as a single signer listed above.

Signature 	Date 9/20/25
Print Name JENNIFER GRIGORAITIS	Phone Number 781.979.4440
Title MAYOR, CITY OF MELROSE	Email Address jgrigoraitis@cityofmelrose.org

A copy of this listing must be attached to the "record copy" of a contract filed with the department.



CITY OF MELROSE

POLICE DEPARTMENT

KIM UPTON

Executive Office Manager

56 West Foster Street
Melrose, Massachusetts 02176
Telephone - (781) 979-4457
Facsimile - (781) 979-4488

September 26, 2025

State 911 Department
151 Campanelli Drive, Suite A
Middleborough, MA 02346

Please accept receipt of the following grant applications on behalf of the Melrose Police Department.

1. Emergency Medical Dispatch Grant Application including the following:
 - a. **UNPAID** Invoice for FY26 EMD Services to Armstrong Ambulance Service
 - b. Contract between Melrose Police Department and Armstrong Ambulance Service
 - c. Certification of Compliance Form – Armstrong Ambulance Service
 - d. Certification of Compliance Form – Melrose Police Department
2. PSAP Support and Incentive Grant Application including the following:
 - a. **UNPAID** Invoice for Northeast MDT – Category “C”
 - b. MassGIS Compliance 9/12/2025
 - c. COOP emailed to shahri.moin@mass.gov
3. Training Grant Application
 - a. COOP emailed to shahri.moin@mass.gov
 - b. Personnel Costs Worksheet reflecting OT rate without hazard pay.
 - c. Quote from Commonwealth Police Legacy of cost per 4 hours per person – Category “A”

Kind Regards,

Kim Upton
Executive Office Manager
Melrose Police Department
56 West Foster St.
Melrose, MA 02176
kupton@cityofmelrose.org
781.979.4457

Quality Policing Through Teamwork
www.melrosepolice.com



The Commonwealth of Massachusetts
EXECUTIVE OFFICE OF PUBLIC SAFETY AND SECURITY
STATE 911 DEPARTMENT
151 Campanelli Drive, Suite A ~ Middleborough, MA 02346
Tel: 508-828-2911 ~ TTY: 508-947-1455
www.mass.gov/e911



MAURA T. HEALEY
Governor

SUSAN W. TERREY
Interim Secretary

KIMBERLEY DRISCOLL
Lieutenant Governor

FRANK POZNIAK
Executive Director

October 21, 2025

Chief Kevin Faller
Melrose Police Department
56 West Foster Street
Melrose, MA 02176

Dear Chief Faller:

The Commonwealth of Massachusetts, State 911 Department would like to thank you for participating in the **FY 2026 State 911 Department Support and Incentive Grant** program.

For your files, attached please find a copy of the executed contract and the final approved Appendix A: Personnel Costs form for your grant. Please note your contract start date is **October 21, 2025** and will run through June 30, 2026. Please keep in mind that there shall be no reimbursement for costs incurred prior to the effective date of the contract and all goods and services **MUST** be received on or before June 30, 2026.

Reimbursement requests should be submitted to the Department within **thirty (30) days** of the date on which the cost is incurred. We have made the request for payment forms available on our website www.mass.gov/e911. Please ensure all proper documentation is provided with the grant reimbursement submissions to avoid reductions or returns. For any questions related to this process, please contact Angela Pilling at 508-821-7305. Please note that funding of reimbursement requests received more than one (1) month after the close of the fiscal year under which costs were incurred cannot be guaranteed.

If, in the future, you would like to make any changes to the authorized signatory, the contract manager, and/or the budget worksheet, please e-mail those proposed changes to 911DeptGrants@mass.gov. Grantees are strongly encouraged to submit final, year-end budget modification requests on or before March 31, 2026.

Sincerely,

Frank P. Pozniak
Executive Director

cc: FY 2026 Support and Incentive Grant File

COMMONWEALTH OF MASSACHUSETTS | STANDARD CONTRACT FORM



This form is jointly issued and published by the Office of the Comptroller, the Executive Office for Administration and Finance, and the Operational Services Division 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](#), 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 forms at [macomptroller.org/forms](#) or [mass.gov/lists/osd-forms](#).

CONTRACTOR INFORMATION			COMMONWEALTH INFORMATION		
Contractor Legal Name CITY OF MELROSE		d/b/a Melrose Police Dept.	Department State 911 Department		MMARS Code EPS
Legal Address As entered on Form W-9 or Form W-4 562 MAIN STREET, MELROSE MA 02176			Contract Manager Name Cindy Reynolds		Business Mailing Address 151 Campanelli Dr. Suite A, Middleborough, MA 02346
Contract Manager Name KIM UPTON			Billing Address If Different		
Phone 781.979.4457	Email kupton@cityofmelrose.org	Fax 781.979.4488	Phone 508-821-7299	Email 911DeptGrants@mass.gov	Fax 508-947-1452
Vendor Code vc 6000192116			MMARS Doc ID(s) CT EPS SUPG		
Vendor Code Address ID AD 001 e.g. "AD001". Note: The Address ID must be set up for Electronic Funds Transfer (EFT) payments.			RFR/Procurement or Other ID Number FY2026 SUPG		
NEW CONTRACT			CONTRACT AMENDMENT		
Procurement or Exception Type (Check one option only) ☐ Statewide Contract (OSD or an OSD-designated department.) ☐ Collective Purchase (Attach OSD approval, scope, and budget.) ☒ Department Procurement - Includes all Grants §15 CMR 2.00 . (Attach Solicitation Notice or RFR, and Response or other procurement supporting documentation.) ☐ Emergency Contract (Attach justification for emergency, scope, and budget.) ☐ Contract Employee (Attach Employee Status Form, scope, and budget.) ☐ Interim Contract with new Contractor (Attach justification for Interim Contract and updated scope/budget.) ☐ Other Procurement Exception (Attach authorizing language, legislation with specific exemption or earmark, and exception justification, scope, and budget.)			Current Contract End Date PRIOR to Amendment Amendment Amount Or Enter "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 with Current Contractor (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/budget.)		
TERMS AND CONDITIONS					
The Standard Contract Form Instructions and Contractor Certifications and the following 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 §15 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. Total maximum obligation for total duration of this contract (or new total if contract is being amended): \$ <u>90,325.00</u>					
PROMPT PAYMENT DISCOUNTS (PPD)					
Commonwealth payments are issued through Electronic Funds Transfer (EFT) 45 days from invoice receipt. See Prompt Pay Discounts Policy .					
Contractors requesting accelerated payments must identify a PPD as follows: Payment issued within: 10 days % PPD. 15 days % PPD. 20 days % PPD. 30 days % PPD. If PPD percentages are left blank, identify reason: ☐ Statutory/legal ☐ Ready Payments (M.G.L. c. 29, § 23A) ☒ Agree to standard 45-day cycle ☐ Only initial payment					
BRIEF DESCRIPTION OF CONTRACT PERFORMANCE OR REASON FOR AMENDMENT					
Enter the Contract title, purpose, fiscal year(s) and a detailed description of the scope of performance or what is being amended for a Contract Amendment. Attach all supporting documentation and justifications. Contract is for the reimbursement of funds under the State 911 Department FY 2026 Public Safety Answering Point and Regional Emergency Communication Center Support and Incentive Grant as authorized and awarded in compliance with the grant guidelines and the grantee's approved application.					
SUPPLIER DIVERSITY PROGRAM (SDP) PLAN					
Does the Supplier Diversity Program apply? ☒ YES If YES, the Contractor's annual SDP commitment for this Contract is ☐ NO If NO, and the department is an Executive Department, enter the appropriate exemption: Grants					
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 June 30, 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 §01 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 Signature and date must be captured at time of signature.			AUTHORIZING SIGNATURE FOR THE COMMONWEALTH Signature and date must be captured at time of signature.		
Signature		Date 9/30/25	Signature		Date 10/21/24
Print Name JENNIFER GRIGORA-TIS		Print Title MAYOR, CITY OF MELROSE	Print Name Frank Pozniak		Print Title Executive Director

FY 2026 SUPPORT AND INCENTIVE GRANT

Appendix A - Personnel Costs

(List Certified Enhanced 911 Telecommunicators)

All Cert's
✓

NAME OF PSAP: MELROSE POLICE DEPARTMENT

{List ALL in Alphabetical Order by LAST Name - Not by Rank or Seniority}

Last Name	First Name	Hourly Pay Rate	Overtime Pay Rate
ABBAS	OMAR	32.74	46.42
ALLEY	RONALD	46.16	65.60
ANDRUSZKIEWICZ	JOSEPHINE	40.13	55.32
BALDWIN	ASHLEY	46.49	68.01
BARRANCO	ALEXANDER	54.50	75.93
CAFFEY	ADAM	40.13	55.32
COONEY	RICHARD	58.09	80.73
CROWLEY	JOSHUA	65.47	91.21
DIFRANZA	LEVI	44.60	63.25
DOHERTY	JOHN	47.65	65.36
EHLERS	DANIEL	45.31	59.37
FORESTELL	GREGORY	41.46	57.68
GILL	MARY	47.25	66.01
GOC	JONATHAN	66.16	92.20
GOODHUE	JOHN	41.85	56.41
GRANT	THOMAS	39.44	54.79
GREEN	RICHARD	45.18	63.25
HICKEY	CAMERON	41.20	60.08
HINCHEY	COLE	45.79	66.01
KARELAS	JAKE	35.91	48.99
KOYTIKH	MICHAEL	44.72	63.44
LADNER	BRIAN	63.95	92.94
LETTERIE	MATTHEW	35.91	48.99
LYNCH	MICHAEL	63.54	91.21
MACINTOSH	NIKOLAUS	57.96	80.16
MACKEY	DAVID	74.83	105.94
MALONEY	MICHAEL	40.34	54.79
MCMAMARA	PAUL	65.93	91.21
MORRIS	SEAN	45.36	65.36
MULRENAN	JAMES	74.27	105.94
MULRENAN	KEVIN	61.04	88.59
NEE	MICHAEL	42.19	58.41
NORTON	PAUL	75.83	105.94
PHILOGENE	WILKERSON	34.19	46.42
PIASECKI	JON	63.54	91.21
PLUMER	MICHAEL	41.46	57.68
RIORDAN	DANIEL	46.74	65.36

*Please use additional pages if needed.

pg. 2 of 2

FY 2026 SUPPORT AND INCENTIVE GRANT
Appendix A - Personnel Costs
(List Certified Enhanced 911 Telecommunicators)

All Cert's
✓

NAME OF PSAP: MELROSE POLICE DEPARTMENT

{List ALL in Alphabetical Order by LAST Name - Not by Rank or Seniority}

Last Name	First Name	Hourly Pay Rate	Overtime Pay Rate
ROCHE	KYLE	38.67	55.32
RUBY	ANDREW	46.00	65.36
RUGGIERO	MATTHEW	37.68	54.79
SASSO	PAUL	56.81	78.51
STAMEGNA	JOSEPH	40.03	56.41
STAMEGNA	SHANNON	36.61	53.19
TRAINOR	BRIAN	46.66	67.30
TROCHE - Velez	ALLAN	38.71	53.19
WILSON	ALEXANDER	46.49	68.01

FY 2026 SUPPORT AND INCENTIVE GRANT

Type of PSAP: (please check one)

- ☒ Primary ☐ Regional ☐ Regional Secondary
☐ Regional Emergency Communication Center

RECEIVED

OCT 06 2025

State 911 Department
Middleborough, MA

Name of Eligible Entity (PSAP/RECC)

MELROSE POLICE DEPARTMENT

Address

56 WEST FOSTER STREET

City/Town/Zip

MELROSE, MA 02176

Telephone Number

781.665.1212

Fax Number

781.979.4488

Website

melrosepolice.net

Name & Title of Authorized Signatory

KEVIN FALLER / CHIEF OF POLICE

Telephone Number

781.979.4468

Email Address

kfaller@cityofmelrose.org

Name & Title of Grant Contract Manager

KIM UPTON / EXECUTIVE OFFICE MANAGER

Telephone Number

781.979.4457

Email Address

kupton@cityofmelrose.org

Total Grant Program funds requested:

\$ 90,505.00

Authorization and Certification

Through its submission of this application to the State 911 Department, the applying governmental entity and the authorized signatory of the applying governmental entity affirms and declares that all information submitted to the State 911 Department regarding the application, reimbursements, budget modifications, reporting, and any and all other submissions required throughout the duration of the grant process, its award and execution shall be true and verifiable through source documentation. The above noted documents, excluding this application, will no longer require a signature at the time of submission. Submission of this application by the applying governmental entity and authorized signatory shall be applicable to any and all transactions submitted under a contract awarded as the result of this application.

Sign below to acknowledge having read and agreed to the Authorization and Certification above and the grant conditions and reporting requirements listed in the grant guidelines.

Signed under the penalties of perjury this 9 day of OCTOBER, 20 25.



ORIGINAL SIGNATURE OF AUTHORIZING SIGNATORY

FY 2026 SUPPORT AND INCENTIVE GRANT

BUDGET SUMMARY

Primary PSAP, Regional PSAP, Regional Secondary PSAP, & RECCs	
CATEGORY	AMOUNT
A. Enhanced 911 Telecommunicator Personnel Costs	\$ 78,459.00
B. Heat, Ventilation, Air Conditioning, and Other Environmental Control Equipment	\$ 0.00
C. Computer-Aided Dispatch Systems	\$ 12,046.00
D. Radio Console	\$ 0.00
E. Console Furniture and Dispatcher Chairs	\$ 0.00
F. Fire Alarm Receiving and Alerting Equipment Associated with Providing Enhanced 911 Service	\$ 0.00
G. Other Equipment	\$ 0.00
REGIONAL PSAPs and RECCs ONLY	
H. Public Safety Radio Systems	\$ 0.00
REGIONAL SECONDARY PSAP ONLY	
I. PSAP Customer Premises Equipment Maintenance	\$ 0.00
SUB-TOTAL/FY26 ALLOCATION	\$ 90,505.00

APPENDIX B: Mobile Behavioral Health Crisis Response Services REVIEW FOR ELIGIBILITY & ENTER AMOUNT HERE	\$ 0.00
--	---------

REGIONAL PSAPs and RECCs ONLY	
APPENDIX C: Up to 60% of one (1) Annual Maintenance Contract (not to exceed \$314,000)	\$

GRAND TOTAL*	\$ 90,505.00
---------------------	---------------------

*Grand Total = Total allocation and, if requesting, Mobile Behavioral Health Crisis Response Services and Annual Maintenance Contract amounts

FY 2026 SUPPORT AND INCENTIVE GRANT

DETAIL NARRATIVE

Please make sure that every item listed in the above Budget Summary is listed in below narrative with a detailed description including category of item, price per unit, quantity, brand, model, and any other pertinent and available information. Please include any and all quotes to support the budget narrative. For personnel costs, please complete the Appendix A – Personnel Costs Form. Please use additional pages if needed.

A. Enhanced 911 Telecommunicator Personnel Costs – to defray the costs of salary for enhanced 911 telecommunicator personnel, including enhanced 911 telecommunicators who are emergency communications dispatchers or supervisors. In order to be eligible for such funding, a grantee shall show that the personnel costs to be reimbursed: (1) cover only personnel who are trained and certified as an enhanced 911 telecommunicator in accordance with the requirements of the State 911 Department, or are in the process of obtaining such certification, in accordance with the requirements of the State 911 Department; and (2) except as otherwise approved by the State 911 Department, are solely for hours in which such personnel are working in the capacity of an enhanced 911 telecommunicator as their primary job function; and (3) except as otherwise approved by the State 911 Department, are solely for hours in which such personnel are conducting quality control/quality assurance of 911 calls. Reimbursement may be allowed for straight time costs for on the job training for new telecommunicators who are in the process of obtaining certification as an enhanced 911 telecommunicator, in accordance with the requirements of the State 911 Department. Reimbursement for personnel costs related to training may be allowed only for training courses that have been approved by the State 911 Department under the Fiscal Year 2026 State 911 Department Training Grant, or with the prior written approval of the State 911 Department. Reimbursement for personnel costs for individuals who have other primary job duties not directly related to enhanced 911 service, such as firefighters or police officers who may occasionally be assigned PSAP enhanced 911 telecommunicator duty, may be allowed only for the documented hours in which the employee is acting primarily in the capacity of an enhanced 911 telecommunicator. For example, if a police officer or firefighter is assigned to work as an enhanced 911 telecommunicator 1 day a week, funding from these grants may only be used to cover the portion of such firefighter or police officer's salary for the 1 day a week that he or she is assigned to enhanced 911 telecommunicator duty. Funding awarded through these grants shall be assigned to specific identified personnel, and the funding shall be applied to the personnel costs associated with such specific identified personnel.

All wage reimbursements authorized under this Program shall be allocated by the grantee in adherence with applicable collective bargaining agreements. However, the State 911 Department is not bound by or required to adhere to grantee collective bargaining agreements when determining allocations or reimbursements.

☐ Attach Appendix A – Personnel Costs Form

Total Category A

\$

78,459.00

B. Heat, Ventilation, Air Conditioning and Other Environmental Control Equipment – to defray costs associated with the acquisition and maintenance of heat, ventilation and air-conditioning equipment and other environmental control equipment. Such funds may only be used to purchase, install, replace, maintain, operate, and/or upgrade such equipment used in the physical space used for the provision of enhanced 911 service.

B. Heat, Ventilation, Air Conditioning and Other Environmental Control Equipment

Description:

Vendor:

☐ Attach Quote and mark with letter B

Total Category B

\$

0.00

FY 2026 SUPPORT AND INCENTIVE GRANT

C. Computer-aided Dispatch Systems – to defray costs associated with the purchase, installation, replacement, maintenance and/or upgrade of CAD hardware and software used by emergency communication dispatchers, call takers, and 911 operators in primary PSAPs, regional PSAPs, regional secondary PSAPs, and RECCs to initiate public safety calls for service and dispatch, and to maintain the status of responding resources in the field. Funds may be used for mobile devices that are linked to a CAD system. Primary PSAPs may not use funding for records management systems, whether or not part of a CAD system. Regional PSAPs and RECCs may apply for funding for records management systems.

C. Computer-aided Dispatch Systems

Description(s):

The Melrose Police Department is requesting 2 new Rugged Book/Tablets. One is a replacement tablet for an existing one that has been repaired far too many times, and one is a new tablet for a new cruiser. Both will be connected to the CAD system for Dispatch Instructions, GIS and Alerts.

Are the requested items linked to CAD? YES

If requesting MDT's, list the number of vehicles that are linked to CAD. 13 currently

Where will the requested items be located? CRUISER #83, AND NEW CRUISER ##

What will run or be displayed on computers/monitors, if requesting? Dispatch intructions, GIS and Alerts.

Vendor(s): NORTHEAST MDT

☒ Attach Quote and mark with letter C

Total Category C

\$	12,046.00
----	-----------

Date: 9/23/25
 Customer: Melrose MA Police Department
 Contact: Kim Upton
 Phone:

Ryan Garofano
 401-741-8361
 sales@northeast-mdt.com



QTY	NE MDT Part Number	Category	Description			Extended
2	14743196	LTE	K120G3 - Intel Core i5-1335U Processor, 12.5" + W/Windows Hello Webcam + Standard Batteries (2-pack), Microsoft Windows 11 Pro x64 with 16GB RAM + TAA, 256GB PCIe SSD, Sunlight Readable Full HD LCD + Touchscreen + Rear Camera + Hard Tip stylus, USB-C AC Adapter + US Power Cord, (Without Keyboard Dock), WIFI + BT + 4G LTE (EM7511) + Dedicated GPS/Glonass + Passthrough(*), 3 Year B2B Warranty	\$3,697.00	\$3,697.00	\$7,394.00
Total Price Base Configuration						\$7,394.00

ACCESSORIES & ADDITIONAL SERVICES

QTY	NE MDT Part Number	Category	Description			Extended
2	4686785	Charger	GETAC : Getac 11-16V, 22-32V DC Vehicle adapter / Charger (120W for Docking Station)	\$109.99	\$109.99	\$219.98
2	6251760	Havis Charge Guard	Havis Charge Guard: CG-X	\$101.97	\$101.97	\$203.94
2	5526170	Dock-with Passthrough	GETAC : K120 (Tablet) - Havis Vehicle Docking w/ RF	\$899.00	\$899.00	\$1,798.00
2	500-0001	Hint Mount: TM-5502U08 UNIB-E	Tablet and Keyboard Mount with Two Telescopic Posts. 12" Tablet Post with G.R.I.P. Tilt/Swivel and Single Arm with Universal Display Bracket with VESA 75, VESA 100 & 2X4 Patterns (UDB-01). 10" Keyboard Post with G.R.I.P. Tilt/Swivel and Double Arm with Triple Pivot and Adjustable Tray for 12" Keyboard. Telescopic Mid Section with the Next Generation Under the Seat UNIBASE EVOLUTION (See list of vehicles)	\$755.00	\$755.00	\$1,510.00
2	14529721	Antenna- Single Cell	MULTIMAX 5G EZConnect antenna with single cable Cell/5G, 1 foot pigtail. Bolt mount. Color black.	\$115.41	\$115.41	\$230.82
2	14529722	Antenna Harness	EZConnect cable harness with single Cell. 14 feet with SMA male connector.	\$49.63	\$49.63	\$99.26
2	9047313	Xybd- Hard Key	Description 83 Key, Backlit, Hard key, Touchpad, USB, Two Cables, US	\$295.00	\$295.00	\$590.00
Discount		0.00%	Total Discounted Price Accessories			\$4,652.00

\$12,046.00

NOTES:

FREE SHIPPING

QUOTE EXPIRES IN 30 DAYS

TERMS ARE NET 30 PENDING PROPER CREDIT APPROVALS

ALL ORDERS SUBJECT TO Northeast MDT TERMS & CONDITIONS

LEAD TIME IS APPROXIMATELY 4-6 WEEKS

DEVICES ARE BUILT TO ORDER - NO RETURNS/EXCHANGES

Name/Date Rank:

Signature:

Date:

All prices and descriptions are subject to change without notice. This price list is a quotation only and is not an order or offer to sell. No contract for sale will exist unless and until one of the following occur: 1.) a purchase order has been issued by you and accepted by Rugged.One or 2.) an order is place on-line and accepted by Rugged.One or 3.) a written proposal is accepted by you. The prices contained in this list may not be ruled upon as the price at which Rugged.One will accept an offer to purchase products unless expressly agreed to by Rugged.One in writing. Product specifications may be changed by the manufacturer without notice. It is your responsibility to verify product conformance to specifications of any subsequent contract. All products are subject to availability from the manufacturer. Prices quoted may not include applicable taxes. Sales tax will be included on the invoice. Products are non-returnable unless approved in writing by Rugged.One Technologies within 30 days of invoice date. Those approved returns may be subject to a restocking fee. Payment terms are available upon credit approval; unless otherwise stated in writing, terms shall not exceed 30 days from date of invoice. Questions about these and other terms and conditions should be addressed by your sales representative.

State 911 Department Support and Incentive Grant FY2026
PSAP Address & Parcel Map Update Status
Revised: 9/12/2025

Status of YES or PRELIM indicates the eligibility requirement has been met for FY 2026.

Address update compliance is within 1 year to-date. Parcel mapping update compliance is within 2 years to-date.

For any questions please contact MassGIS at: <notify911address@mass.gov>

PSAP	ADDRESS UPDATE COMPLIANCE	PARCEL MAP UPDATE COMPLIANCE
ACTON POLICE DEPARTMENT	YES	YES
ACUSHNET POLICE DEPARTMENT	NO	YES
AGAWAM POLICE DEPARTMENT	YES	YES
AMHERST COMMUNICATIONS	YES	YES
ANDOVER POLICE DEPARTMENT	YES	YES
ARLINGTON POLICE DEPARTMENT	YES	YES
ASHBURNHAM POLICE DEPARTMENT	YES	YES
ASHLAND POLICE DEPARTMENT	NO	YES
ATHOL POLICE DEPARTMENT	YES	YES
ATTLEBORO POLICE DEPARTMENT	YES	YES
AUBURN POLICE DEPARTMENT	YES	YES
AVON POLICE DEPARTMENT	YES	YES
AYER SHIRLEY REGIONAL EMERGENCY COMMUNICATIONS CENTER	YES	YES
BARNSTABLE COUNTY SHERIFF'S OFFICE	YES	NO
BARNSTABLE POLICE DEPARTMENT	YES	YES
BEDFORD POLICE DEPARTMENT	YES	YES
BELLINGHAM POLICE DEPARTMENT	YES	YES
BELMONT POLICE DEPARTMENT	YES	YES
BERKLEY POLICE DEPARTMENT	YES	YES
BERKSHIRE COUNTY SHERIFF'S OFFICE	NO	NO
BEVERLY POLICE DEPARTMENT	YES	YES
BILLERICA POLICE DEPARTMENT	YES	YES
BLACKSTONE POLICE DEPARTMENT	YES	YES
BOSTON POLICE DEPARTMENT	YES	YES
BOURNE POLICE DEPARTMENT	YES	YES
BOXBOROUGH POLICE DEPARTMENT	NO	YES
BOXFORD COMMUNICATIONS DEPARTMENT	YES	YES
BOYLSTON POLICE DEPARTMENT	YES	YES
BRAINTREE POLICE DEPARTMENT	YES	YES
BRIDGEWATER POLICE DEPARTMENT	YES	PRELIM
BROCKTON POLICE DEPARTMENT	NO	YES
BROOKLINE POLICE DEPARTMENT	YES	NO
BURLINGTON POLICE DEPARTMENT	YES	YES
CAMBRIDGE COMMUNICATIONS	YES	YES
CANTON POLICE DEPARTMENT	YES	YES
CARLISLE POLICE DEPARTMENT	YES	YES
CARVER POLICE DEPARTMENT	YES	YES
CENTRAL MASSACHUSETTS REGIONAL 911 DISTRICT	NO	YES
CHARLTON POLICE DEPARTMENT	YES	YES
CHELMSFORD POLICE DEPARTMENT	YES	YES
CHELSEA EMERGENCY COMMUNICATIONS	YES	YES
CLINTON POLICE DEPARTMENT	YES	YES
CONCORD POLICE DEPARTMENT	YES	YES
DALTON COMMUNICATIONS CENTER	YES	YES
DANVERS POLICE DEPARTMENT	YES	YES
DARTMOUTH POLICE DEPARTMENT	YES	YES
DEDHAM POLICE DEPARTMENT	YES	NO
DENNIS POLICE DEPARTMENT	YES	YES
DIGHTON POLICE DEPARTMENT	YES	NO
DOUGLAS POLICE DEPARTMENT	YES	YES
DOVER POLICE DEPARTMENT	NO	YES
DUKES COUNTY SHERIFF'S OFFICE	NO	YES
EASTHAMPTON POLICE DEPARTMENT	YES	YES
EVERETT COMMUNICATIONS CENTER	YES	YES
FALL RIVER POLICE DEPARTMENT	YES	YES
FITCHBURG POLICE DEPARTMENT	YES	YES
FRAMINGHAM POLICE DEPARTMENT	YES	YES
FREETOWN POLICE DEPARTMENT	YES	YES
GARDNER POLICE DEPARTMENT	YES	YES
GEORGETOWN POLICE DEPARTMENT	YES	YES
GLOUCESTER POLICE DEPARTMENT	YES	NO
GRAFTON POLICE DEPARTMENT	PRELIM	YES

GRANBY POLICE DEPARTMENT	YES	YES
GREAT BARRINGTON POLICE DEPARTMENT	YES	YES
GREENFIELD POLICE DEPARTMENT	YES	YES
GROVELAND POLICE DEPARTMENT	YES	YES
HADLEY POLICE DEPARTMENT	YES	YES
HAMILTON POLICE DEPARTMENT	YES	YES
HANSCOM AIR FORCE BASE		
HAVERHILL POLICE DEPARTMENT	YES	YES
HOLYOKE POLICE DEPARTMENT	YES	NO
HOPKINTON POLICE DEPARTMENT	YES	YES
IPSWICH POLICE DEPARTMENT	YES	YES
KINGSTON POLICE DEPARTMENT	YES	YES
LAKEVILLE POLICE DEPARTMENT	NO	YES
LAWRENCE POLICE DEPARTMENT	YES	YES
LEOMINSTER POLICE DEPARTMENT	YES	YES
LEXINGTON POLICE DEPARTMENT	YES	YES
LINCOLN POLICE DEPARTMENT	YES	YES
LITTLETON POLICE DEPARTMENT	YES	YES
LOWELL POLICE DEPARTMENT	YES	YES
LUDLOW POLICE DEPARTMENT	YES	YES
LYNN POLICE DEPARTMENT	YES	YES
LYNNFIELD POLICE DEPARTMENT	PRELIM	YES
MALDEN POLICE DEPARTMENT	YES	YES
MARBLEHEAD POLICE DEPARTMENT	YES	YES
MARION POLICE DEPARTMENT	YES	YES
MARLBOROUGH POLICE DEPARTMENT	YES	YES
MARSHFIELD POLICE DEPARTMENT	YES	YES
MASSACHUSETTS STATE POLICE (NEW BRAintree)	PRELIM	YES
MASSACHUSETTS STATE POLICE (NORTHAMPTON)	PRELIM	PRELIM
MASSACHUSETTS STATE POLICE (SHELburne Falls)	PRELIM	YES
MATTAPOISETT POLICE DEPARTMENT	YES	YES
MAYNARD POLICE DEPARTMENT	YES	YES
MEDFIELD POLICE DEPARTMENT	YES	YES
MEDFORD POLICE DEPARTMENT	YES	YES
MEDWAY POLICE DEPARTMENT	YES	YES
MELROSE POLICE DEPARTMENT	YES	YES
MERRIMAC POLICE DEPARTMENT	YES	YES
METACOMET EMERGENCY COMMUNICATIONS CENTER	YES	YES
METHUEN POLICE DEPARTMENT	YES	YES
METRO NORTH REGIONAL EMERGENCY COMMUNICATIONS CENTER	NO	PRELIM
MIDDLEBOROUGH POLICE DEPARTMENT	YES	YES
MILFORD POLICE DEPARTMENT	YES	YES
MILLBURY POLICE DEPARTMENT	YES	YES
MILLIS POLICE DEPARTMENT	YES	YES
MILTON POLICE DEPARTMENT	YES	YES
MONTAGUE POLICE DEPARTMENT	YES	YES
NAHANT POLICE DEPARTMENT	YES	NO
NANTUCKET POLICE DEPARTMENT	YES	YES
NASHOBA VALLEY REGIONAL COMMUNICATIONS CENTER	YES	PRELIM
NATICK POLICE DEPARTMENT	YES	YES
NEEDHAM POLICE DEPARTMENT	YES	YES
NEW BEDFORD POLICE DEPARTMENT	YES	YES
NEWBURY POLICE DEPARTMENT	YES	YES
NEWBURYPORT POLICE DEPARTMENT	YES	YES
NEWTON POLICE DEPARTMENT	YES	YES
NORFOLK COUNTY EMERGENCY COMMUNICATIONS CENTER	YES	PRELIM
NORTH ADAMS POLICE DEPARTMENT	YES	YES
NORTH ANDOVER POLICE DEPARTMENT	YES	YES
NORTH ATTLEBOROUGH POLICE DEPARTMENT	YES	YES
NORTH READING POLICE DEPARTMENT	YES	YES
NORTH SHORE 911 WIRELESS CENTER		
NORTH SHORE REGIONAL 911 CENTER	NO	YES
NORTHAMPTON POLICE DEPARTMENT	YES	YES
NORTHBOROUGH POLICE DEPARTMENT	YES	YES
NORTHBRIDGE POLICE DEPARTMENT	YES	YES
NORTHERN MIDDLESEX REGIONAL EMERGENCY COMMUNICATIONS CENTER	YES	PRELIM
OXFORD POLICE DEPARTMENT	YES	YES
PALMER POLICE DEPARTMENT	YES	NO
PATRIOT REGIONAL EMERGENCY COMMUNICATIONS CENTER	YES	PRELIM
PEABODY POLICE DEPARTMENT	YES	YES
PEMBROKE POLICE DEPARTMENT	YES	YES
PITTSFIELD POLICE DEPARTMENT	YES	YES
PLYMOUTH COUNTY SHERIFF'S OFFICE	YES	YES
PSAP OPERATIONS DIVISION (POD-01)		



Commonwealth of Massachusetts

CONTRACTOR AUTHORIZED SIGNATORY LISTING

This form is jointly issued and published by the Office of the Comptroller (CTR) and the Operational Services Division (OSD) as the default form for all Commonwealth Departments when another form is not prescribed by regulation or policy.

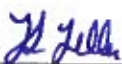
Signature for Corporation (C or S), Partnership, Trust/Estate, Limited Liability Company (must match Form W-9 tax classification)

Contractor Legal Name CITY OF MELROSE	Contractor Vendor/Customer Code (if available, not the Taxpayer Identification Number or Social Security Number) VC 6000192116 / AD 001
---	--

INSTRUCTIONS: Any Contractor (other than a sole-proprietor or an individual contractor) must provide a listing of individuals who are authorized as legal representatives of the Contractor who can sign contracts and other legally binding documents related to the contract on the Contractor's behalf. In addition to this listing, any state department may require additional proof of authority to sign contracts on behalf of the Contractor, or proof of authenticity of signature (a notarized signature that the Department can use to verify that the signature and date that appear on the Contract or other legal document was actually made by the Contractor's authorized signatory, and not by a representative, designee or other individual.)

For privacy purposes **DO NOT ATTACH** any documentation containing personal information, such as bank account numbers, social security numbers, driver's licenses, home addresses, social security cards or any other personally identifiable information that you do not want released as part of a public record. The Commonwealth reserves the right to publish the names and titles of authorized signatories of contractors.

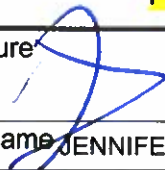
There are three types of electronic signatures that will be accepted on this form: 1) Traditional "wet signature" (ink on paper); 2) Electronic signature that is either: a. hand drawn using a mouse or finger if working from a touch screen device; or b. An upload picture of the signatory's hand drawn signature; 3) Electronic signature affixed using a digital tool such as Adobe Sign or DocuSign. Typed text of a name not generated by a digital tool, computer generated cursive, or an electronic symbol are not acceptable forms of electronic signature.

Authorized Signatory Name	Signature (Signature as it will appear on contract or other documents)	Title	Phone Number	Email Address
Kevin Faller		Chief of Police	781.979.4468	kfaller@cityofmelrose.org

Acceptance of any payment under a Contract or Grant shall operate as a waiver of any defense by the Contractor challenging the existence of a valid Contract due to an alleged lack of actual authority to execute the document by the signatory.

I certify that I am a responsible authorized officer of the Contractor and as an authorized officer of the Contractor I certify that the names of the individuals identified on this listing are current as of the date of execution and that these individuals are authorized to sign contracts and other legally binding documents related to contracts with the Commonwealth of Massachusetts on behalf of the Contractor. I understand and agree that the Contractor has a duty to ensure that this listing is immediately updated and communicated to any state department with which the Contractor does business whenever the authorized signatories above retire, are otherwise terminated from the Contractor's employ, have their responsibilities changed resulting in their no longer being authorized to sign contracts with the Commonwealth or whenever new signatories are designated.

Please note you cannot self-certify your own signature as a single signer listed above.

Signature 	Date 9/30/25
Print Name JENNIFER GRIGORAITIS	Phone Number 781.979.4440
Title MAYOR, CITY OF MELROSE	Email Address jgrigoraitis@cityofmelrose.org

A copy of this listing must be attached to the "record copy" of a contract filed with the department.



CITY OF MELROSE

POLICE DEPARTMENT

KIM UPTON

Executive Office Manager

56 West Foster Street
Melrose, Massachusetts 02176
Telephone - (781) 979-4457
Facsimile - (781) 979-4488

September 26, 2025

State 911 Department
151 Campanelli Drive, Suite A
Middleborough, MA 02346

Please accept receipt of the following grant applications on behalf of the Melrose Police Department.

1. Emergency Medical Dispatch Grant Application including the following:
 - a. **UNPAID** Invoice for FY26 EMD Services to Armstrong Ambulance Service
 - b. Contract between Melrose Police Department and Armstrong Ambulance Service
 - c. Certification of Compliance Form – Armstrong Ambulance Service
 - d. Certification of Compliance Form – Melrose Police Department
2. PSAP Support and Incentive Grant Application including the following:
 - a. **UNPAID** Invoice for Northeast MDT – Category “C”
 - b. MassGIS Compliance 9/12/2025
 - c. COOP emailed to shahri.moin@mass.gov
3. Training Grant Application
 - a. COOP emailed to shahri.moin@mass.gov
 - b. Personnel Costs Worksheet reflecting OT rate without hazard pay.
 - c. Quote from Commonwealth Police Legacy of cost per 4 hours per person – Category “A”

Kind Regards,

Kim Upton
Executive Office Manager
Melrose Police Department
56 West Foster St.
Melrose, MA 02176
kupton@cityofmelrose.org
781.979.4457

Quality Policing Through Teamwork
www.melrosepolice.com



The Commonwealth of Massachusetts
EXECUTIVE OFFICE OF PUBLIC SAFETY AND SECURITY
STATE 911 DEPARTMENT
151 Campanelli Drive, Suite A ~ Middleborough, MA 02346
Tel: 508-828-2911 ~ TTY: 508-947-1455
www.mass.gov/e911



MAURA T. HEALEY
Governor

SUSAN W. TERREY
Interim Secretary

KIMBERLEY DRISCOLL
Lieutenant Governor

FRANK POZNIAK
Executive Director

October 21, 2025

Chief Kevin Faller
Melrose Police Department
56 West Foster Street
Melrose, MA 02176

Dear Chief Faller:

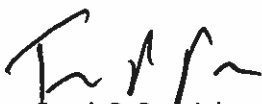
The Commonwealth of Massachusetts, State 911 Department would like to thank you for participating in the **FY2026 State 911 Department Training Grant Program**.

For your files, attached please find a copy of the executed contract and the final approved Personnel Cost Worksheet for your grant. Please note your contract start date is **October 21, 2025** and will run through June 30, 2026. Please keep in mind that there shall be no reimbursement for costs incurred prior to the effective date of the contract and all goods and services **MUST** be received on or before June 30, 2026.

Reimbursement requests should be submitted to the Department within **thirty (30) days** of the date on which the cost is incurred. We have made the request for payment forms available on our website www.mass.gov/e911. Please ensure all proper documentation is provided with the grant reimbursement submissions to avoid reductions or returns. For any questions related to this process, please contact Angela Pilling at 508-821-7305. Please note that funding of reimbursement requests received more than one (1) month after the close of the fiscal year under which costs were incurred cannot be guaranteed.

If, in the future, you would like to make any changes to the authorized signatory, the contract manager, add personnel, or to request approval for trainings, please e-mail those proposed changes to 911DeptGrants@mass.gov. Grantees are strongly encouraged to submit final, year-end budget modification requests on or before March 31, 2026.

Sincerely,


Frank P. Pozniak
Executive Director

cc: FY2026 Training Grant File

COMMONWEALTH OF MASSACHUSETTS | STANDARD CONTRACT FORM



This form is jointly issued and published by the Office of the Comptroller, the Executive Office for Administration and Finance, and the Operational Services Division 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](#), 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 forms at macomptroller.org/forms or mass.gov/lists/osd-forms.

CONTRACTOR INFORMATION			COMMONWEALTH INFORMATION		
Contractor Legal Name CITY OF MELROSE		d/b/a Melrose Police Dept.	Department State 911 Department		MMARS Code EPS
Legal Address As entered on Form W-9 or Form W-4 562 MAIN STREET, MELROSE MA 02176			Contract Manager Name Cindy Reynolds		Business Mailing Address 151 Campanelli Dr. Suite A, Middleborough, MA 02346
Contract Manager Name KIM UPTON			Billing Address If Different		
Phone 781.979.4457	Email kupton@cityofmelrose.org	Fax 781.979.4488	Phone 508-821-7299	Email 911DeptGrants@mass.gov	Fax 508-947-1452
Vendor Code VC 6000192116			MMARS Doc ID(s) CT EPS GRNT		
Vendor Code Address ID AD 001 e.g. "AD001". Note: The Address ID must be set up for Electronic Funds Transfer (EFT) payments.			RFR/Procurement or Other ID Number FY2026 GRNT		
☒ NEW CONTRACT Procurement or Exception Type (Check one option only) ☐ Statewide Contract (OSD or an OSD-designated department.) ☐ Collective Purchase (Attach OSD approval, scope, and budget.) ☒ Department Procurement - Includes all Grants 815 CMR 2.00 . (Attach Solicitation Notice or RFR, and Response or other procurement supporting documentation.) ☐ Emergency Contract (Attach justification for emergency, scope, and budget.) ☐ Contract Employee (Attach Employee Status Form, scope, and budget.) ☐ Interim Contract with new Contractor (Attach justification for Interim Contract and updated scope/budget.) ☐ Other Procurement Exception (Attach authorizing language, legislation with specific exemption or earmark, and exception justification, scope, and budget.)			☐ CONTRACT AMENDMENT Current Contract End Date PRIOR to Amendment Amendment Amount Or Enter "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 with Current Contractor (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/budget.)		
TERMS AND CONDITIONS					
The Standard Contract Form Instructions and Contractor Certifications and the following 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. Total maximum obligation for total duration of this contract (or new total if contract is being amended): \$ <u>82,903.80</u>					
PROMPT PAYMENT DISCOUNTS (PPD)					
Commonwealth payments are issued through Electronic Funds Transfer (EFT) 45 days from invoice receipt. See Prompt Pay Discounts Policy .					
Contractors requesting accelerated payments must identify a PPD as follows: Payment issued within: 10 days % PPD. 15 days % PPD. 20 days % PPD. 30 days % PPD. If PPD percentages are left blank, identify reason: ☐ Statutory/legal ☐ Ready Payments (M.G.L. c. 29 § 23A) ☒ Agree to standard 45-day cycle ☐ Only initial payment					
BRIEF DESCRIPTION OF CONTRACT PERFORMANCE OR REASON FOR AMENDMENT					
Enter the Contract title, purpose, fiscal year(s) and a detailed description of the scope of performance or what is being amended for a Contract Amendment. Attach all supporting documentation and justifications. Contract is to support regionalization efforts to maximize effective emergency 911 and dispatch services as well as regional interoperability in compliance with the State 911 Department FY 2026 Training Grant and the awarded proposal attached hereto.					
SUPPLIER DIVERSITY PROGRAM (SDP) PLAN					
Does the Supplier Diversity Program apply? ☒ YES If YES, the Contractor's annual SDP commitment for this Contract is ☐ NO If NO, and the department is an Executive Department, enter the appropriate exemption: <u>Grants</u>					
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 <u>June 30, 2026</u> , 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			AUTHORIZING SIGNATURE FOR THE COMMONWEALTH		
Signature and date must be captured at time of signature.			Signature and date must be captured at time of signature.		
Signature <u>[Signature]</u>		Date <u>9/30/25</u>	Signature <u>[Signature]</u>		Date <u>9/30/25</u>
Print Name JENNIFER GRIGORAITIS		Print Title MAYOR, CITY OF MELROSE	Print Name Frank Pozniak		Print Title Executive Director

g.1012

FY 2026 Training Grant Personnel Costs Worksheet

CERTIFIED PERSONNEL

All Cert's
✓ (CN)

PSAP Name: MELROSE POLICE DEPARTMENT

{List Personnel in Alphabetical Order by Last Name}

LAST NAME	FIRST NAME	OT Rate	Con Ed.	Travel	Total Hrs	Total Salary	Vendor Fees for 16 Hours of Training
Abbas	Omar	\$ 47.07	16		16	\$ 753.18	\$ 716.00
Alley	Ronald	\$ 63.68	16		16	\$ 1,018.83	\$ 716.00
Andruszkiewicz	Josephine	\$ 56.49	16		16	\$ 903.82	\$ 716.00
Baldwin	Ashley	\$ 66.09	16		16	\$ 1,057.41	\$ 716.00
Barranco	Alexander	\$ 76.42	16		16	\$ 1,222.72	\$ 716.00
Caffey	Adam	\$ 56.49	16		16	\$ 903.82	\$ 716.00
Cooney	Richard	\$ 81.51	16		16	\$ 1,304.09	\$ 716.00
Crowley	Joshua	\$ 89.29	16		16	\$ 1,428.70	\$ 716.00
DiFranza	Levi	\$ 61.33	16		16	\$ 981.35	\$ 716.00
Doherty	John	\$ 63.44	16		16	\$ 1,015.11	\$ 716.00
Ehlers	Daniel	\$ 57.89	16		16	\$ 926.21	\$ 716.00
Forestell	Gregory	\$ 55.76	16		16	\$ 892.16	\$ 716.00
Gill	Mary	\$ 66.09	16		16	\$ 1,057.41	\$ 716.00
Goc	Jonathan	\$ 90.28	16		16	\$ 1,444.47	\$ 716.00
Goodhue	John	\$ 54.49	16		16	\$ 871.80	\$ 716.00
Grant	Thomas	\$ 52.87	16		16	\$ 845.93	\$ 716.00
Green	Richard	\$ 61.33	16		16	\$ 981.35	\$ 716.00
Hickey	Cameron	\$ 58.16	16		16	\$ 930.52	\$ 716.00
Hinchey	Cole	\$ 66.09	16		16	\$ 1,057.41	\$ 716.00
Karelas	Jake	\$ 49.66	16		16	\$ 794.56	\$ 716.00
Koytikh	Michael	\$ 63.44	16		16	\$ 1,015.11	\$ 716.00
Ladner	Brian	\$ 93.95	16		16	\$ 1,503.24	\$ 716.00
Letterie	Matthew	\$ 49.66	16		16	\$ 794.56	\$ 716.00
Lynch	Michael	\$ 90.28	16		16	\$ 1,444.47	\$ 716.00
MacIntosh	Nikolaus	\$ 78.25	16		16	\$ 1,251.92	\$ 716.00
Mackey	David	\$ 104.02	16		16	\$ 1,664.35	\$ 716.00
Maloney	Michael	\$ 52.87	16		16	\$ 845.93	\$ 716.00
McNamara	Paul	\$ 90.28	16		16	\$ 1,444.47	\$ 716.00
Morris	Sean	\$ 63.44	16		16	\$ 1,015.11	\$ 716.00
Mulrenan	James	\$ 104.02	16		16	\$ 1,664.35	\$ 716.00
Mulrenan	Kevin	\$ 86.67	16		16	\$ 1,386.69	\$ 716.00
Nee	Michael	\$ 59.59	16		16	\$ 953.48	\$ 716.00
Norton	Paul	\$ 104.02	16		16	\$ 1,664.35	\$ 716.00
Philogene	Wilkerson	\$ 47.07	16		16	\$ 753.18	\$ 716.00
Piasecki	Jonathan	\$ 90.28	16		16	\$ 1,444.47	\$ 716.00
Plumer	Michael	\$ 57.45	16		16	\$ 919.18	\$ 716.00
Riordan	Daniel	\$ 63.44	16		16	\$ 1,015.11	\$ 716.00
Roche	Kyle	\$ 56.49	16		16	\$ 903.82	\$ 716.00
Ruby	Andrew	\$ 63.44	16		16	\$ 1,015.11	\$ 716.00
Ruggiero	Matthew	\$ 52.87	16		16	\$ 845.93	\$ 716.00

EMD & PST RECERTIFICATION FEES WITH NO TRAINING HOURS ONLY:

APCO or Priority Dispatch EMD Recert fee or PST Recert fee ONLY	Example: 2 @ \$55	DO NOT WRITE ON GRAY LINES	\$ 110.00
DO NOT ADD LINES TO THIS WORKSHEET, AS THE FORMULAS MAY CHANGE, CONTINUE ON THE NEXT WORKSHEET BELOW		TOTALS	\$ 43,935.75 \$ 28,640.00

All certs

[illegible]

FY 2026 TRAINING GRANT

RECEIVED

OCT 06 2025

State 911 Department
Middleborough, MA

Name of Eligible Entity / PSAP / RECC

MELROSE POLICE DEPARTMENT

Address

56 WEST FOSTER STREET

City/Town/Zip

MELROSE MA 02176

Telephone Number

781.665.1212

Fax Number

781.979.4488

Website

melrosepolice.net

Name & Title of Authorized Signatory

KEVIN FALLER / CHIEF OF POLICE

Telephone Number

781.979.4468

Email Address

kfaller@cityofmelrose.org

Name & Title Grant Contract Manager

KIM UPTON / EXECUTIVE OFFICE MANAGER

Telephone Number

781.979.4457

Email Address

kupton@cityofmelrose.org

Total Grant Program Funds Requested

\$ 82,903.80 ✓

Applicant meets the EMD requirements established by the State 911 Department by:

Providing EMD in-house utilizing certified emergency medical dispatchers and the following Emergency Medical Dispatch Protocol Reference System (EMDPRS):

☐ APCO

☐ PowerPhone

☐ Priority Dispatch

OR

Utilizing the following Certified EMD Resource:

ARMSTRONG AMBULANCE SERVICE

CEMDR's Emergency Medical Dispatch Protocol Reference System (EMDPRS):

☐ APCO

☐ PowerPhone

☒ Priority Dispatch

Authorization and Certification

Through its submission of this application to the State 911 Department, the applying governmental entity and the authorized signatory of the applying governmental entity affirms and declares that all information submitted to the State 911 Department regarding the application, reimbursements, budget modifications, reporting, and any and all other submissions required throughout the duration of the grant process, its award and execution shall be true and verifiable through source documentation. The above noted documents, excluding this application, will no longer require a signature at the time of submission. Submission of this application by the applying governmental entity and authorized signatory shall be applicable to any and all transactions submitted under a contract awarded as the result of this application.

Sign below to acknowledge having read and agreed to the Authorization and Certification above and the grant conditions and reporting requirements listed in the grant guidelines.

Signed under the penalties of perjury this 9 **day of** OCTOBER **, 20** 25 **.**



ORIGINAL SIGNATURE OF AUTHORIZING SIGNATORY

FY 2026 TRAINING GRANT BUDGET NARRATIVE

- A. Fees** – Fees associated with attendance at approved live or online 911 training courses, including certifications/recertification for certified Telecommunicators to include 16 hours of continued education or for those working toward certification. **Add the *Total Vendor Fees* from the *Personnel Costs Worksheet(s)* and the total Membership & Conference Fees below to get the total for Category A.**

For Membership fees, list the name and amount for each below.

Membership Fees:

For Conference fees, list the name of the conference, number attending and the amount for each conference below.

Conference Fees:

Total Category A

\$32,936.00 ✓

- B. Personnel Costs** – Straight time or overtime expenses for participants or replacement/backfill (who are certified telecommunicators), to cover participant class hours but not both. **Add the *Total Salary* column(s) from the *Personnel Costs Worksheet(s)* and enter below.**

Total Category B

\$49,967.80 ✓

- C. Training Materials and Other Products** – Funding may be authorized for the purchase, installation, replacement, maintenance, and/or upgrade of software and other products related to the certification and training of enhanced 911 telecommunicators, including but not limited to, call handling guide cards, call handling software, skill and ability pre-employment testing software, and additional related training materials such as books and manuals. In addition, funding not to exceed \$2,500 may be authorized for the purchase of skill and ability software/programs/subscriptions utilized by a PSAP to enhance the skill set of its certified telecommunicators.

Description:

Attach quote for this category

Total Category C

\$0.00

- D. Lodging** – Enter the lodging expenses to include the number of people and number of nights for two (2) or more consecutive days of training (not to include the night prior to the training) and the distance of which is equal to or greater than ninety (90) miles away from where travel originates. NOTE: Lodging for conferences is not eligible.

Description:

Total Category D

\$0.00

- E. Mileage** – Funding may be authorized for the payment of mileage when an employee utilizes his/her personal vehicle to attend eligible trainings. Mileage, where applicable, will be verified utilizing a recognized mileage guide such as Google Maps. Eligible mileage will be calculated by determining the round-trip mileage from the PSAP to the training location, rounded to the nearest mile. Other expenses associated with travel, such as tolls and parking, may also be eligible. **If requesting funding under this category, applicant must provide its employment Agreement.**

Description: Show your calculation for the amount you are requesting on an additional sheet of paper.

Total Category E

\$0.00



Commonwealth Police Legacy, Inc.

P.O. Box 752

Norton, Massachusetts 02766

Phone: 508-989-9848 Fax: 508-622-1820

policelegacy.com

September 24, 2025

Kim Upton
Melrose Police Department
56 West Foster St.
Melrose, MA 02176

Dear Kim,

Thank you for requesting a quote for your FY2026 State 911 Dispatch training.

I have included the following information for your review:

- 4 'online' live ZOOM 911 Dispatch Training classes
- Date of classes: to be determined at a later date
- Cost: \$179.00 per person per 4 hour class; \$716.00 per person for 16 hours of training

Should you have any questions, please feel free to contact me at 508-989-9848.

Sincerely,

A handwritten signature in cursive script that reads "Paula Heagney".

Paula Heagney,
President



Commonwealth of Massachusetts

CONTRACTOR AUTHORIZED SIGNATORY LISTING

This form is jointly issued and published by the Office of the Comptroller (CTR) and the Operational Services Division (OSD) as the default form for all Commonwealth Departments when another form is not prescribed by regulation or policy.

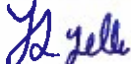
Signature for Corporation (C or S), Partnership, Trust/Estate, Limited Liability Company (must match Form W-9 tax classification)

Contractor Legal Name CITY OF MELROSE	Contractor Vendor/Customer Code (if available, not the Taxpayer Identification Number or Social Security Number) VC 6000192116 / AD 001
---	---

INSTRUCTIONS: Any Contractor (other than a sole-proprietor or an individual contractor) must provide a listing of individuals who are authorized as legal representatives of the Contractor who can sign contracts and other legally binding documents related to the contract on the Contractor's behalf. In addition to this listing, any state department may require additional proof of authority to sign contracts on behalf of the Contractor, or proof of authenticity of signature (a notarized signature that the Department can use to verify that the signature and date that appear on the Contract or other legal document was actually made by the Contractor's authorized signatory, and not by a representative, designee or other individual.)

For privacy purposes **DO NOT ATTACH** any documentation containing personal information, such as bank account numbers, social security numbers, driver's licenses, home addresses, social security cards or any other personally identifiable information that you do not want released as part of a public record. The Commonwealth reserves the right to publish the names and titles of authorized signatories of contractors.

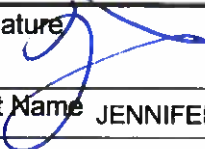
There are three types of electronic signatures that will be accepted on this form: 1) Traditional "wet signature" (ink on paper); 2) Electronic signature that is either: a. hand drawn using a mouse or finger if working from a touch screen device; or b. An upload picture of the signatory's hand drawn signature; 3) Electronic signature affixed using a digital tool such as Adobe Sign or DocuSign. Typed text of a name not generated by a digital tool, computer generated cursive, or an electronic symbol are not acceptable forms of electronic signature.

Authorized Signatory Name	Signature (Signature as it will appear on contract or other documents)	Title	Phone Number	Email Address
KEVIN FALLER		CHIEF OF POLICE	781.979.4468	kfaller@cityofmelrose.org

Acceptance of any payment under a Contract or Grant shall operate as a waiver of any defense by the Contractor challenging the existence of a valid Contract due to an alleged lack of actual authority to execute the document by the signatory.

I certify that I am a responsible authorized officer of the Contractor and as an authorized officer of the Contractor I certify that the names of the individuals identified on this listing are current as of the date of execution and that these individuals are authorized to sign contracts and other legally binding documents related to contracts with the Commonwealth of Massachusetts on behalf of the Contractor. I understand and agree that the Contractor has a duty to ensure that this listing is immediately updated and communicated to any state department with which the Contractor does business whenever the authorized signatories above retire, are otherwise terminated from the Contractor's employ, have their responsibilities changed resulting in their no longer being authorized to sign contracts with the Commonwealth or whenever new signatories are designated.

Please note you cannot self-certify your own signature as a single signer listed above.

Signature 	Date 9/30/25
Print Name JENNIFER GRIGORAITIS	Phone Number 781.979.4440
Title MAYOR, CITY OF MELROSE	Email Address jgrigoraitis@cityofmelrose.org

A copy of this listing must be attached to the "record copy" of a contract filed with the department.



CITY OF MELROSE

POLICE DEPARTMENT

KIM UPTON

Executive Office Manager

56 West Foster Street
Melrose, Massachusetts 02176
Telephone - (781) 979-4457
Facsimile - (781) 979-4488

September 26, 2025

State 911 Department
151 Campanelli Drive, Suite A
Middleborough, MA 02346

Please accept receipt of the following grant applications on behalf of the Melrose Police Department.

1. Emergency Medical Dispatch Grant Application including the following:
 - a. **UNPAID** Invoice for FY26 EMD Services to Armstrong Ambulance Service
 - b. Contract between Melrose Police Department and Armstrong Ambulance Service
 - c. Certification of Compliance Form – Armstrong Ambulance Service
 - d. Certification of Compliance Form – Melrose Police Department
2. PSAP Support and Incentive Grant Application including the following:
 - a. **UNPAID** Invoice for Northeast MDT – Category “C”
 - b. MassGIS Compliance 9/12/2025
 - c. COOP emailed to shahri.moin@mass.gov
3. Training Grant Application
 - a. COOP emailed to shahri.moin@mass.gov
 - b. Personnel Costs Worksheet reflecting OT rate without hazard pay.
 - c. Quote from Commonwealth Police Legacy of cost per 4 hours per person – Category “A”

Kind Regards,

Kim Upton
Executive Office Manager
Melrose Police Department
56 West Foster St.
Melrose, MA 02176
kupton@cityofmelrose.org
781.979.4457

Quality Policing Through Teamwork
www.melrosepolice.com



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

MAURA T. HEALEY
GOVERNOR

KIMBERLEY DRISCOLL
LIEUTENANT GOVERNOR

October 6, 2025

Kevin Faller
Chief of Police
Melrose Police Department
562 Main St
Melrose, MA 02176-3142

Dear Chief Faller,

Congratulations! We are pleased to inform you that the **Melrose Police Department** has been awarded **\$19,290.00** in National Highway Traffic Safety Administration funds from the Office of Grants and Research (OGR) to support the **FFY26 Municipal Road Safety Program**.

Additional correspondence, including all the documents necessary to execute this grant award will be forthcoming. In the meantime, if you or your staff have any questions, please feel free to contact Jennifer Slonina, Program Coordinator at Jennifer.Slonina@mass.gov or 781-535-0061.

Once again congratulations and thank you for the work your department does to improve traffic safety in Massachusetts.

Sincerely,

Handwritten signature of Maura T. Healey in blue ink.

GOVERNOR MAURA T. HEALEY

Handwritten signature of Kimberley Driscoll in blue ink.

LT. GOVERNOR KIMBERLEY DRISCOLL

**GRANT SCOPE OF WORK
BETWEEN THE COMMONWEALTH OF MASSACHUSETTS
DEPARTMENT OF ENVIRONMENTAL PROTECTION (“MassDEP”)
AND THE City of Melrose (“Grantee”)**

Pursuant to the Green Communities Act, relevant provisions of which are codified at M.G.L. c. 25A, Section 11F(d) and the regulations promulgated thereunder at 310 CMR 19.300 and in support of the Massachusetts Solid Waste Master Plan developed pursuant to M.G.L. c. 16, Section 21, MassDEP has awarded the Municipality a Sustainable Materials Recovery Program Grant (“Grant”) under the Recycling Dividends Program (“RDP”). The Municipality has earned a payment of \$15,600. MassDEP and Grantee shall collectively be referred to as the Parties.

The RDP provides payments to municipalities that have implemented specific programs and policies proven to maximize reuse, recycling, and waste reduction. Municipalities receive payments according to the number of points their program earns based on the [2025 Details: Recycling Dividends Program](#) and number of residential households served as described below. The RDP provides an incentive for municipalities to improve their recycling programs by implementing best practices and reward communities with model recycling and waste reduction programs.

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

RESPONSIBILITIES OF THE MUNICIPALITY

1. **Authority:** The signatory of this Grant Scope of Work is authorized by the governing body of the Grantee to enter into this Grant Scope of Work on behalf of the Grantee and accept and utilize this Grant.
2. **Commonwealth Terms and Conditions:** The Grantee shall comply with the Commonwealth Terms and Conditions and other requirements set forth in the Grantee’s executed Master Agreement.
3. **Failure to Comply:** If, in the judgment of MassDEP, the Grantee fails to comply with any of its responsibilities as identified in the Grant Scope of Work, then, at the election of MassDEP, (a) the Grantee may be deemed ineligible to participate for what time remains of the Grant period; and/or (b) title to all Grant materials purchased with these Grant funds immediately and without any further steps shall be transferred to MassDEP; and/or (c) MassDEP may find the Grantee not eligible to seek another Sustainable Materials Recovery Program Grant for up to three years; and/or (d) the Grantee shall repay the Grant funds to MassDEP within 90 days. MassDEP may provide written notice to the Grantee of any such failure to comply. Such notice may provide a time period and manner for the Grantee to cease or remedy the failure. Such notice from MassDEP of any such failure by the Grantee is not a precondition to MassDEP’s right to select options (a), (b), (c), and/or (d) above. The Grantee shall follow the instructions of MassDEP regarding possession of the Grant materials (e.g., collection container). The Parties hereby agree to execute any and all documents necessary to accomplish said transfer. Furthermore, the Grantee shall transfer or arrange to transfer actual possession of said materials to an authorized representative of the Commonwealth of Massachusetts or its designee.
4. **Recycling in Practice:** The Grantee has established paper, bottle, and can recycling in all municipal buildings, offices and meeting spaces, including schools. The Grantee shall continue such paper, bottle and can recycling during the term of the Grant.
5. **Notification of Buy Recycled Policy:** The Grantee has established a written policy which promotes a preference for the purchase of recycled products in lieu of non-recycled products and distributes an annual notification of the Buy Recycled Policy, ordinance or by-law to all staff, department heads and employees with purchasing authority. This notice shall be sent from the Mayor, Board of Selectmen, Town Manager, Town Administrator or Chief Purchasing Officer and highlights specific opportunities to buy recycled products, the benefits of buying recycled products, and encourages the purchase of these products. The Grantee shall continue to send an annual notification during the term of the Grant.
6. **RDP Payment Calculation:** MassDEP has calculated the RDP Payment using the table below which shows payment brackets based on the number of households served by the municipal solid waste program and the point value for each bracket. See [2025 Details: Recycling Dividends Program](#) guidance document for additional information on point value.

RDP Payment Brackets:

# of Households that Receive Trash Service Provided by the Municipality	Point Value - Basic Level 1-9 pts.	Point Value - Advanced Level ≥ 10 pts. & RDP EJ Populations
0 - 4,999	\$420	\$600
5,000 - 7,499	\$770	\$1,100
7,500 - 9,499	\$910	\$1,300
9,500 - 12,499	\$1,260	\$1,800
12,500 - 16,999	\$2,100	\$3,000
17,000 - 24,999	\$2,450	\$3,500
25,000 - 31,999	\$2,800	\$4,000
32,000 - 99,999	\$4,550	\$6,500
100,000 +	\$7,000	\$10,000

1. **Program Criteria:** The Municipality, through its RDP application, certifies that all points earned are for programs that were in place between July 1, 2025 and June 30, 2026 and that these programs fully meet the performance standard set forth in the [2025 Details: Recycling Dividends Program](#) guidance document.
2. **Use of Funds:** RDP Payments shall be expended on activities and programs listed on the [Approved Spending Categories](#) for the Recycling Dividends Program and Regional Small Scale Initiative Funds, to enhance the performance of the Municipality's waste reduction programs. **Use of a dedicated account is required.** Funds may be carried over to future years and accumulated to fund a larger eligible expense or project. Planned use of funds shall be noted on the Annual RDP Spending Report. However, MassDEP may delay future RDP payments if municipality is not expending funds.
3. **Record Keeping:** The Municipality shall be responsible for keeping documentation (i.e., proof of purchase in the form of an invoice which lists the vendor name and address, item purchased, item price, number of items purchased and shipping costs if any) by calendar year, of how RDP funds were expended and the remaining balance of RDP funds. MassDEP may conduct record audits to ensure compliance with this Contract.
4. **Reporting:** The Grantee shall file an annual Recycling and Solid Waste survey and the RDP Spending Report by February 15, via ReTRAC, for the duration of this Grant. Failure to comply with these reporting requirements may jeopardize future grant awards.
5. **Environmental Compliance:** The Grantee understands receipt of a grant from MassDEP does not in any way imply that the Grantee is in compliance with applicable environmental regulations. This Grant Scope of Work shall not be construed as, nor operate as, relieving the Grantee or any other person of the necessity of complying with all applicable federal, state, and local laws, regulations and approvals. The Grantee's facility(ies) are subject to inspection at any time by MassDEP and noncompliance with applicable environmental regulations may result in formal enforcement actions, including penalties.
6. **Addendums:** Should MassDEP award additional Grant funds, an addendum to the Grant Scope of Work shall be provided to the Grantee. The same terms and conditions apply to the addendum.

1. **RDP Payment Calculation:**

The Municipality's payment has been calculated as follows:

(NET RDP POINTS EARNED) x (VALUE OF EACH POINT)

a. Bulky Items	1
b. Center for Hard to Recycle Materials	1
c. Curbside Recycling Regulation	3
d. Diversity, Equity, and Inclusion	1
e. Household Hazardous Waste	2
f. Organics	1
g. Recycling Center Access	1
h. Reuse Programs	1
i. Solid Waste Reduction	0
j. Waste Prevention Outreach and Education	1
 TOTAL RDP POINTS EARNED	 12
 POINT DEDUCTED DUE TO LATE SUBMISSION	 N/A
 NET RDP POINTS EARNED	 12
 VALUE OF EACH POINT	 \$1,300
 RDP PAYMENT AMOUNT	 \$15,600

IN WITNESS WHEREOF, MassDEP and the Grantee hereby execute this Grant Scope of Work.

COMMONWEALTH OF MASSACHUSETTS

By: _____
John Fischer, Deputy Division Director, Solid Waste
Department of Environmental Protection
(Date)

City of Melrose

Municipal Official(s) Authorized to sign: **Mayor, Director DPW, Assist DPW**

Director, Admin Finance

VC6000192115

By: _____
(Signature) (Date)

(Print Name) (Title)



The Commonwealth of Massachusetts Department of Environmental Protection

Address: 100 Cambridge Street, Suite 900, Boston, MA 02114

Phone: 617-292-5500

Maura T. Healey
Governor

Kim Driscoll
Lieutenant Governor

Rebecca Tepper
Secretary

Bonnie Heiple
Commissioner

November 12, 2025

Jennifer Grigoraitis
Mayor
City of Melrose
562 Main Street
Melrose, MA 02176

Dear Mayor Grigoraitis:

Congratulations! It is my pleasure to inform you that the Massachusetts Department of Environmental Protection (MassDEP) has awarded the City of Melrose Recycling Dividends Program funds under the Sustainable Materials Recovery Program. The City of Melrose has earned 12 points and will receive \$15,600. Your municipality has also been awarded \$10,000 in funding for Food Waste Collection Carts.

The Sustainable Materials Recovery Program (SMRP) was created under 310 CMR 19.300-303 and the Green Communities Act, which directs a portion of the proceeds from the sale of Waste Energy Certificates to recycling programs approved by MassDEP. This year, we are awarding more than \$4.2 million in SMRP funding to 291 municipalities and regional groups.

Recycling programs play a vital role in limiting our dependence on landfills and incinerators, reducing greenhouse gas emissions, and supporting economic activity in the Commonwealth. Recycling Dividend Program funds foster investment in local programs including recycling equipment, organics diversion, outreach and education, pilot programs, school recycling, toxics reduction, and more. Please refer to the [RDP Approved Expenses List](#) for more information. MassDEP has invested in developing nationally recognized tools to assist municipalities with reducing recycling contamination and improving public awareness of smart recycling practices. We encourage you to utilize the [Recycling IQ Kit](#) and [Recycle Smart MA](#) website and to consult

with your MassDEP [Municipal Assistance Coordinator](#) for assistance in implementing these best practices.

To accept your grant award, please sign and return the attached RDP Contract via email to Cathy Doodnauth at Cathy.Doodnauth@mass.gov before **January 15, 2026**. After we receive your signed RDP contract, funds will be sent to your community. Also see the enclosed Checklist for instructions related to the Food Waste Collection Carts grant. The receipt of grant funds is contingent upon the grantee being able to certify that it will comply with the Massachusetts General Laws, including G.L. c. 40A, § 3A, the MBTA Communities Act. Compliance with the MBTA Communities Act is determined by the Executive Office of Housing and Livable Communities.

Should you have any questions, please email Rachel Smith at Rachel.Smith@mass.gov. Thank you for your continued commitment to recycling and waste reduction in Massachusetts.

Sincerely,



Bonnie Heiple, Commissioner



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

To: Mayor Jen Grigoritis
Melrose City Council

From: James Troup, DPW Deputy Director of Public Works Administration and Finance

cc: Kerriann Golden, CFO/Auditor
Lauren Grymek, Chief of Staff
Elena Proakis Ellis, DPW Director
Zack Laflamme, Environmental Outreach Coordinator

Date: November 14, 2025

Re: Mass DEP Recycling Dividends Program Grant

As a result of our annual application to the Massachusetts Department of Environmental Protection, the City of Melrose Department of Public Works Solid Waste and Recycling team is proud to report that we have qualified for and received an award of \$15,600 plus an additional \$10,000 in grant funding, which is specifically for Food Waste Collection Carts. Due to the efforts of our Environmental Outreach Coordinator, this is an increase of \$1,300 over last year's RDP award and an \$11,300 total increase. Congratulations and thank you go to Zack Laflamme.

As part of the application process, the City of Melrose identifies all the recycling initiatives that are part of our operation and available to the residents. These practices qualify us for points that are the criteria to determine the amount of the award available to the City. The maximum available RDP award is \$28,600. Every effort is being made to achieve that goal.

The City achieved points for our efforts toward bulk item collection, recycling and reuse at our CHARM (Center for Hard to Recycle Materials), Curbside Recycling Regulations, Diversity, Equity, and Inclusion in Recycling Programs, Household Hazardous Waste Collections, Food Waste Curbside Collection, Recycling Center Access, Reuse Programs, and Waste Prevention Outreach and Education. Each point was worth \$1,300.

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

The additional \$10,000 award is for the City to purchase wheeled carts to support the implementation of curbside organics collection in partnership with Garbage to Garden, the City's preferred vendor. Over the past year, the City negotiated with Garbage to Garden to offer curbside collection of organics at a reduced rate to our residents. Those who subscribe are offered a discount in their annual trash fee.

We formally request acceptance of this grant award of \$15,600 from the Mass DEP for our Recycling Dividends Program plus the additional award of \$10,000 for wheeled carts to support organics collection. Funds will be deposited into a Solid Waste and Recycling account to be set up by the City Auditor. There is no cost or encumbrance required to enter into this agreement and there will be no effect on the Department of Public Works Operating Budget.



CITY OF MELROSE

POLICE DEPARTMENT

KEVIN FALLER
Chief of Police
Public Records Custodian

Office of the Chief
56 West Foster Street
Melrose, Massachusetts 02176
Telephone - (781) 979-4457
Facsimile - (781) 979-4488

To: Melrose City Council
From: Chief Kevin M. Faller
Date: November 20, 2025
Re: State Earmark #8000-0313 (25K)

Please take this communication as a request to accept State Earmark #8000-0313 which states,
"provided further, that not less than \$25,000 shall be expended for police equipment, including rifles and shields, for the city of Melrose..."

The funds from this earmark will be used in part to upgrade and replace our older rifles and less lethal 40MM launchers, purchase tactical ballistic shield (s) for our front-line marked police cruisers for use in a potential active shooter/critical incident situation.

There are no matching funds required.

Thank you in advance,

Chief Kevin M. Faller

COMMONWEALTH OF MASSACHUSETTS | STANDARD CONTRACT FORM



This form is jointly issued and published by the Office of the Comptroller, the Executive Office for Administration and Finance, and the Operational Services Division 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](#), 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 forms at macomptroller.org/forms or mass.gov/lists/osd-forms.

CONTRACTOR INFORMATION		COMMONWEALTH INFORMATION	
Contractor Legal Name		Department	MMARS Code
d/b/a		Contract Manager Name	
Legal Address As entered on Form W-9 or Form W-4		Business Mailing Address	
Contract Manager Name		Billing Address If Different	
Phone	Fax	Phone	Fax
Email		Email	
Vendor Code VC		MMARS Doc ID(s)	
Vendor Code Address ID e.g. "AD001". AD		RFR/Procurement or Other ID Number	
Note: The Address ID must be set up for Electronic Funds Transfer (EFT) payments.			
NEW CONTRACT		CONTRACT AMENDMENT	
Procurement or Exception Type (Check one option only)		Current Contract End Date PRIOR to Amendment	Amendment Amount Or Enter "No Change"
Statewide Contract (OSD or an OSD-designated department.) Collective Purchase (Attach OSD approval, scope, and budget.) Department Procurement - Includes all Grants 815 CMR 2.00 . (Attach Solicitation Notice or RFR, and Response or other procurement supporting documentation.) Emergency Contract (Attach justification for emergency, scope, and budget.) Contract Employee (Attach Employee Status Form, scope, and budget.) Interim Contract with new Contractor (Attach justification for Interim Contract and updated scope/budget.) Other Procurement Exception (Attach authorizing language, legislation with specific exemption or earmark, and exception justification, scope, and budget.)		Amendment Type Check one option only. Attach details of amendment changes. Amendment to Date, Scope, or Budget (Attach updated scope and budget.) Interim Contract with Current Contractor (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/budget.)	
TERMS AND CONDITIONS			
The Standard Contract Form Instructions and Contractor Certifications and the following 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. Total maximum obligation for total duration of this contract (or new total if contract is being amended):			

PROMPT PAYMENT DISCOUNTS (PPD)

Commonwealth payments are issued through Electronic Funds Transfer (EFT) 45 days from invoice receipt. See [Prompt Pay Discounts Policy](#).

Contractors requesting accelerated payments must identify a PPD as follows:

Payment issued within:	10 days	% PPD.
	15 days	% PPD.
	20 days	% PPD.
	30 days	% PPD.

If PPD percentages are left blank, identify reason:

Statutory/legal

Ready Payments ([M.G.L. c. 29, § 23A](#))

Agree to standard 45-day cycle

Only initial payment

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.

SUPPLIER DIVERSITY PROGRAM (SDP) PLAN

Does the Supplier Diversity Program apply?

YES If YES, the Contractor's annual SDP commitment for this Contract is

NO If NO, and the department is an Executive Department, enter the appropriate exemption:

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 , 20 , 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

Signature and date must be captured at time of signature.

Signature

Date

Print Name

Print Title

AUTHORIZING SIGNATURE FOR THE DEPARTMENT

Signature and date must be captured at time of signature.

Signature

Date

Print Name

Print Title



CITY OF MELROSE

POLICE DEPARTMENT

KEVIN FALLER
Chief of Police
Public Records Custodian

Office of the Chief
56 West Foster Street
Melrose, Massachusetts 02176
Telephone - (781) 979-4457
Facsimile - (781) 979-4488

November 03, 2025

Director of Special Projects, Fiscal
Executive Office of Public Safety
Commonwealth of Massachusetts
1 Ashburton Place
Boston, MA 02108

Greetings,

Please accept this communication as an official request from the Melrose Police Department to receive funds for **FY26 Earmark 8000-0310** in the amount of \$25,000.00 (Twenty-Five Thousand dollars), for the purchase of new Police Equipment.

I will be the point of contact for this funding allocation and will be managing the project. Please send me any further documentation or earmark requirements, including a contact for signature if required.

Thank you again for this generous funding allocation.

Respectfully,

Kevin M. Faller
Chief of Police – Melrose Police Department
City of Melrose MA
kfaller@cityofmelrose.org

[Home](#) > [Enacted Budget](#) > [Public Safety](#) > [Public Safety & Security](#) > [8000-0313](#)

8000-0313

Local Public Safety Projects and Grants Earmarks

For local public safety projects and grant programs; provided, that not less than \$50,000 shall be expended for the Southern Berkshire Volunteer Ambulance Squad, Inc. to provide out-of-hospital advanced life support care to communities in the western Massachusetts; provided further, that not less than \$25,000 shall be expended to North Suffolk Community Services, Inc. to coordinate and implement eviction sealing outreach and coordination; provided further, that not less than \$25,000 shall be expended for the Ware River Valley Domestic Violence Task Force in the town of Ware; provided further, that not less than \$75,000 shall be expended for the purpose of project management, site planning and design work for a new police and fire station as part of a municipal complex in the town of Westminster; provided further, that not less than \$35,000 shall be expended for upgrades to the police station in the town of West Brookfield; provided further, that not less than \$100,000 shall be expended to make repairs to the fire hydrant system in the town of Hardwick; provided further, that not less than \$100,000 shall be expended to BlueForce Strategies Inc. to provide law enforcement organizations with no-cost training in areas such as de-escalation and stress mitigation and management through its Community First Project; provided further, that not less than \$35,000 shall be expended to the town of Shrewsbury for the purchase of a search and rescue vehicle; provided further, that not less than \$12,000 shall be expended to the town of Shrewsbury for electronic voting equipment; provided further, that not less than \$21,000 shall be expended for the operations of the Worcester court-appointed special advocates program; provided further, that not less than \$100,000 shall be expended for the purchase of, or reimbursement for the purchase of, soft shell helmet covers or other related safety equipment for youth football teams, including high schools in the cities of Amesbury and Haverhill and the towns of Andover, Merrimac, North Andover, Tewksbury and Wilmington; provided further, that not less than \$16,000 shall be expended for the police department in the town of Shirley for the purchase of a drone and supportive equipment; provided further, that not less than \$50,000 shall be expended to Compete with Purpose, Inc. for Score4More, Inc.'s annual Save R Streets event, a 2-day basketball tournament and peace weekend aimed at reducing violence in the city of Boston; provided further, that not less than \$30,000 shall be expended for the police department of the city of Holyoke for the purchase of gym equipment; provided further, that not less than \$20,000 shall be expended for the Holyoke auxiliary traffic division of the Holyoke police department to purchase safety and police equipment; provided further, that not less than \$35,000 shall be expended to the town of Marblehead for upgrades to the Marblehead police department's duty firearms, including replacement sidearms and red-dot sighting systems; provided further, that not less than \$175,000 shall be expended to the Southeastern Massachusetts Law Enforcement Council, Incorporated to provide law enforcement officers with access to critical incident stress management and peer support programs; provided further, that not less than \$25,000 shall be expended to the town of East Bridgewater for its police drone program; provided further, that not less than \$15,000 shall be expended for the police department of the town of Seekonk for the purchase of body-worn cameras; provided further, that not less than \$65,000 shall be expended for a critical incident response and community outreach truck for the police department in the town of Millis; provided further, that not less than \$25,000 shall be expended for radios in the police department in the town of Plainville; provided further, that not less than \$50,000 shall be expended to the cities of Springfield and Chicopee for C3 police management in low-income and downtown neighborhoods to facilitate community involvement; provided further, that not less than \$20,000 the town of Abington for its police department for such purposes including, but not limited to, training, embedded clinicians and an enclosed transport trailer for critical incident response; provided further, that not less than \$80,000 shall be expended to the city of Worcester for software improvements and equipment at the Worcester police department; provided further, that not less than \$15,000 shall be expended for the purchase of an all-terrain vehicle for the police department in the town of Boxford; provided further, that not less than \$130,000 shall be expended for the purchase body-worn cameras for the police department in the town of Freetown; provided further, that not less than \$100,000 shall be expended to conduct a feasibility study for a public safety building in the town of Somerset; provided further, that not less than \$10,000 shall be expended to the Attleboro Vincentian Immersion Reentry Project administered by the Society of St. Vincent de Paul District Council of Attleboro in the city of Attleboro to serve incarcerated and formerly incarcerated individuals throughout Bristol county; and provided further, that not less than \$15,000 shall be expended to Sisters@Heart, Inc. for the purchase, installation and maintenance of publicly accessible automatic external defibrillators in the towns of Mansfield and Foxborough and for the purchase of training materials to support the education of the proper use of automatic external defibrillators; provided further, that not less than \$30,000 shall be expended to make critical upgrades to the public safety building in the town of Saugus; provided further, that not less than \$12,126 shall be expended for the purchase of automated external defibrillators for police patrol cruisers in the town of Westborough; provided further, that not less than \$125,000 shall be expended for the Dismas House of Massachusetts, Inc. in city of Worcester; provided further, that not less than \$25,000 shall be expended for police equipment, including rifles and shields, for the city of Melrose; provided further, that not less than \$50,000 shall be expended to the town of Wenham for the procurement of a rescue boat to be used by the Wenham fire department; provided further, that not less than \$15,000 shall be expended for the study of building out a regional dispatch center for public safety in the town of Blackstone; provided further, that not less than \$20,000 shall be expended for the acquisition of tactical and active response equipment for the police department in the town of Charlton; provided further, that not less than \$40,000 shall be expended for public safety improvements in the town of Grafton; provided further, that not less than \$25,000 shall be expended for public safety improvements in the town of Northbridge; provided further, that not less than \$25,000 shall be expended for public safety improvements in the town of Upton; provided further, that not less than \$5,000 shall be expended to the town of Mansfield for the Mansfield police department for programs or systems to assist in tracking, finding or rescuing vulnerable people; provided further, that not less than \$25,000 shall be expended for necessary HVAC replacements to the public safety building in the town of Seekonk; provided further, that not less than \$20,000 shall be expended to the town of Milton's police department to increase access to clinician resources; provided further, that not less than \$30,000 shall be expended to the town of Mansfield for a mobile blood transfusion program; provided further, that not less than \$20,000 shall be expended to the city of Boston for the payroll costs of the Boston police department for dedicated patrols of the Fairmount Housing Development in the Hyde Park section of the city of Boston; provided further, that not less than \$90,000 shall be expended to the Northwestern Youth Fire Intervention Response, Education and Safety Partnership (NoFIRES) program to support fire safety education and intervention services for families in the region; provided further, that not less than \$50,000 shall be expended to the city of Boston for the payroll costs of the Boston police department for dedicated patrols of Uphams Corner, Bowdoin street, Geneva avenue, Grove Hall, Washington street (Four Corners), Old road, Blue Hill/Columbia in the Dorchester and Roxbury sections of the city of Boston; provided further, that not less than \$100,000 shall be expended for the Braintree police department's family services unit in the city known as the town of Braintree; provided further, that not less than \$100,000 shall be expended for equipment for the city known as the town of Braintree's fire department; provided further, that not less than \$250,000 shall be expended for Recidiviz, Inc. to provide technology and data support to improve reentry outcomes; provided further, that not less than \$50,000 shall be expended to the city of Lynn for gun violence prevention community programming; provided further, that not less than \$50,000 shall be expended for the police department in the town of Plymouth to purchase deployable traffic safety barriers for use during public events; provided further, that not less than \$65,000 shall be expended to the town of Auburn for public safety communication equipment and programming of dispatch radio consoles; provided further, that not less than \$25,000 shall be expended to the Tyngsborough police department for Lake Mascuppig marine patrols; provided further, that not less than \$19,000 shall be expended for the equipment needs of the Bourne police department; provided further, that not less than \$50,000 shall be expended to the town of Boylston as compensation for hosting a municipal police training academy; provided further, that not less than \$100,000 shall be expended to the Northeastern Massachusetts Law Enforcement Council, Inc.; provided further, that not less than \$50,000 shall be expended to the Boston police department area A-1 district for ADA-compliant barriers for events in the A-1 district; provided further, that not less than \$25,000 shall be expended for the Woburn police department for capital items; and provided further, that not less than \$50,000 shall be expended for the Boston Main Streets Foundation to support the installation of security cameras in commercial districts located within the 5th Suffolk district and served by the Boston main streets program, in coordination with local Main Streets organizations and public safety officials



CITY OF MELROSE

POLICE DEPARTMENT

KEVIN FALLER

Chief of Police

Public Records Custodian

Office of the Chief
56 West Foster Street
Melrose, Massachusetts 02176
Telephone - (781) 979-4457
Facsimile - (781) 979-4488

To: Melrose City Council
From: Chief Kevin M. Faller
Date: November 20, 2025
Re: State Earmark #1599-0026 (50K)

Please take this communication as a request to accept State Earmark #1599-0026 which states,
"provided further, that not less than \$50,000 shall be expended for a police cruiser for the city of Melrose.."

The funds from this earmark will be used towards the purchase of a new front line Ford Interceptor marked police cruiser. The average life span of a police cruiser is about 4-5 years considering the amount of engine hours for vehicles that are essentially operating 24/7. It is important to have a strategic plan to replace these vehicles for officer safety, the safety of the public, and to save on maintenance and repair costs as the vehicles get older. 3 front line marked cruisers operated daily right now are 2021 Ford Interceptors and our Traffic Unit is a 2021 Chevrolet Pickup. The lead time historically to order and outfit a new cruiser has been a minimum of 6 months and up to a year due to lack of inventory and increased demand.

There are no matching funds required. The balance of the money that will be required to purchase the cruiser are available and there should be no need to request any additional funding.

Thank you in advance,

Chief Kevin M. Faller

COMMONWEALTH OF MASSACHUSETTS | STANDARD CONTRACT FORM



This form is jointly issued and published by the Office of the Comptroller, the Executive Office for Administration and Finance, and the Operational Services Division 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](#), 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 forms at macomptroller.org/forms or mass.gov/lists/osd-forms.

CONTRACTOR INFORMATION			COMMONWEALTH INFORMATION	
Contractor Legal Name City of Melrose			Department ANF	
d/b/a d/b/a			MMARS Code ANF	
Legal Address As entered on Form W-9 or Form W-4 562 Main St, Melrose, Ma 02176			Contract Manager Name Debora Collins	
Contract Manager Name Kevin M. Faller			Business Mailing Address State House Room 373 Boston, MA 02133	
Phone 781-979-4468			Billing Address If Different	
Fax			Phone 617-413-1301	
Email kfaller@cityofmelrose.org			Fax	
Vendor Code VC 6000192115			Email debora.collins3@mass.gov	
Vendor Code Address ID e.g. "AD001". AD 001			MMARS Doc ID(s) FY26CITYOFMELROSEPOL	
Note: The Address ID must be set up for Electronic Funds Transfer (EFT) payments.			RFR/Procurement or Other ID Number 1599-0026 Earmark	
☒ NEW CONTRACT			☐ CONTRACT AMENDMENT	
Procurement or Exception Type (Check one option only)			Current Contract End Date PRIOR to Amendment	
☐ Statewide Contract (OSD or an OSD-designated department.)			Amendment Amount Or Enter "No Change"	
☐ Collective Purchase (Attach OSD approval, scope, and budget.)			Amendment Type Check one option only. Attach details of amendment changes.	
☐ Department Procurement - Includes all Grants 815 CMR 2.00 . (Attach Solicitation Notice or RFR, and Response or other procurement supporting documentation.)			☐ Amendment to Date, Scope, or Budget (Attach updated scope and budget.)	
☐ Emergency Contract (Attach justification for emergency, scope, and budget.)			☐ Interim Contract with Current Contractor (Attach justification for Interim Contract and updated scope/budget.)	
☐ Contract Employee (Attach Employee Status Form, scope, and budget.)			☐ Contract Employee (Attach any updates to scope or budget.)	
☐ Interim Contract with new Contractor (Attach justification for Interim Contract and updated scope/budget.)			☐ Other Procurement Exception (Attach authorizing language/justification and updated scope/budget.)	
☒ Other Procurement Exception (Attach authorizing language, legislation with specific exemption or earmark, and exception justification, scope, and budget.)				
TERMS AND CONDITIONS				
The Standard Contract Form Instructions and Contractor Certifications and the following 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. Total maximum obligation for total duration of this contract (or new total if contract is being amended): \$50,000				

PROMPT PAYMENT DISCOUNTS (PPD)

Commonwealth payments are issued through Electronic Funds Transfer (EFT) 45 days from invoice receipt. See [Prompt Pay Discounts Policy](#).

Contractors requesting accelerated payments must identify a PPD as follows:

Payment issued within: **10 days** % PPD.
15 days % PPD.
20 days % PPD.
30 days % PPD.

If PPD percentages are left blank, identify reason:

☐ Statutory/legal ☐ Ready Payments ([M.G.L. c. 29, § 23A](#)) ☒ Agree to standard 45-day cycle ☐ Only initial payment

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 contract supports the earmark on line-item 1599-0026 which states that not less than \$50,000 shall be expended for a police cruiser for the city of Melrose.

SUPPLIER DIVERSITY PROGRAM (SDP) PLAN

Does the Supplier Diversity Program apply?

☐ YES If YES, the Contractor's annual SDP commitment for this Contract is
☒ NO If NO, and the department is an Executive Department, enter the appropriate exemption: **earmarked grant**

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 **June 30** , 20 **26** , 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

Signature and date must be captured at time of signature.

Signature	Date
Print Name Jennifer Grigoraitis	Print Title Mayor

AUTHORIZING SIGNATURE FOR THE DEPARTMENT

Signature and date must be captured at time of signature.

Signature	Date
Print Name Dana Sullivan	Print Title Chief of Strategy and Operations

From: [Faller, Kevin](#)
To: [Upton, Kim](#)
Subject: Fwd: State Earmark for City of Melrose
Date: Thursday, November 20, 2025 10:47:03 AM
Attachments: [image004.png](#)
[image005.png](#)
[image006.png](#)
[image007.png](#)
[image008.png](#)
[image009.png](#)
[image010.png](#)

Fyi

Chief Kevin M. Faller
Melrose Police Department
56 W Foster St.
Melrose, MA 02176
781-979-4468

Begin forwarded message:

From: "Little, Jacob (A&F)" <Jacob.Little@mass.gov>
Date: November 20, 2025 at 10:04:01 AM EST
To: Mayor Grigoraitis <jgrigoraitis@cityofmelrose.org>
Cc: "Collins, Debora (A&F)" <Debora.Collins3@mass.gov>, "ANF Accounts Payable (A&F)" <anfaccounts payable@mass.gov>, "Faller, Kevin" <kfaller@cityofmelrose.org>
Subject: RE: State Earmark for City of Melrose

Good morning.

My name is Jake Little. I work in the Finance office at EOAF with Debora (Cced). We will be sending the standard contract form (SCF) package to you for your signature this week. You will receive an email from Adobe Sign. Please click on the link in the emails to electronically sign the standard contract form so that we can execute the contract. To sign the contract, click on the link provided in your Adobe Sign email. Once you have opened the document, please click "Click on the Sign Here" box and the click on the icon which says "Mobile" to sign the document. You will be asked to provide a mobile number. Type in your mobile number. A text will then be sent to you with a link that allows you to create your signature with your finger. This will create an image of your signature that will be added to the standard contract form when you select Apply in the lower right corner. **Please do not type your name in the Enter Your Name box or the Click here to Sign box as that isn't an acceptable signature.** See Image below:

<!--[if !vml]--><!--[endif]--><!--[if !vml]--><!--[endif]-->



Once the contract is signed by both parties, we will send you a copy of the signed contracts as well as invoicing instructions.

Thank you,

Jake Little
Compliance Director, Federal Funds
Executive Office for Administration and Finance
Commonwealth of Massachusetts

857-301-1849 (cell)
Jacob.little@mass.gov
<https://www.mass.gov/orgs/executive-office-for-administration-and-finance>



CONFIDENTIALITY NOTICE: Please be advised that this email is a public record unless the content of the email falls within one of the stated exemptions under the Massachusetts Public Records Law. The contents of this transmission are intended only for use by the original addressee(s) and may contain confidential information that is intended for governmental-policy development and deliberation or is otherwise exempted from public disclosure under Massachusetts law. If you are not the intended recipient of this transmittal, or received this transmittal in error, please immediately notify the original sender and completely and permanently eliminate the original and all electronic and printed copies.



Please consider the environment before printing this email.

From: Faller, Kevin <kfaller@cityofmelrose.org>
Sent: Thursday, November 13, 2025 10:17 AM
To: Collins, Debora (A&F) <Debora.Collins3@mass.gov>
Cc: Sullivan, Dana C. (A&F) <Dana.C.Sullivan2@mass.gov>
Subject: RE: State Earmark for City of Melrose

CAUTION: This email originated from a sender outside of the Commonwealth of Massachusetts mail system. Do not click on links or open attachments unless you recognize the sender and know the content is safe.

Good morning, Debora:

Please see attached form as requested. I am not 100 percent sure on the state vendor code I provided. This code was listed on an EOPS earmark I just completed so I used this same number. Hopefully, that would be the same number.

Regarding your additional questions contained within your email:

- I will be the contract manager for this contract: 781-979-4468, kfaller@cityofmelrose.org
- Mayor Jennifer Grigoraitis is the signatory for the city. jgrigoraitis@cityofmelrose.org
- No costs have been incurred for this fiscal year in relation to this project

Thank you in advance and please let me know if you need any additional information as I await an email with the contract forms.

Best,

Chief Kevin M. Faller
Melrose Police Department
56 West Foster St
Melrose, Ma 02176
781-979-4468

From: Collins, Debora (A&F) <Debora.Collins3@mass.gov>
Sent: Tuesday, November 11, 2025 9:54 AM
To: Faller, Kevin <kfaller@cityofmelrose.org>
Cc: Sullivan, Dana C. (A&F) <Dana.C.Sullivan2@mass.gov>
Subject: FW: State Earmark for City of Melrose

Chief Faller,

My name is Debora Collins. I work in the Finance unit here at ANF. I received the attached contact sheet for the following earmarked language.

provided further, that not less than \$50,000 shall be expended for a police cruiser for the city of Melrose

In addition to completing the attached contact sheet, I have some additional questions. I need to know the name of the contract manager for this contract. I will also need that person's telephone number, and email address. I also need the name, title, and email address of the authorized signatory for the City.

Can you also tell me if you have already incurred any costs during this fiscal year (7/1/25 – today) that you will be charging to this contract? If so, please let me know the first date it was incurred, the cost incurred and a brief description of what the cost related to.

Once I have all the requested information, I will create the contract forms and send them to you electronically via Adobe Sign. When everything is signed, I will send out billing instructions for you use when you invoice us for reimbursement.

Thank you.
Debora Collins

Senior Financial Advisor
Executive Office for Administration and Finance
Commonwealth of Massachusetts
State House, Room 373
24 Beacon Street
Boston, MA 02133

617-413-1301 (Cell)
Availability: Tuesdays, Wednesday mornings, and Thursdays

Debora.Collins3@mass.gov
<https://www.mass.gov/orgs/executive-office-for-administration-and-finance>



CONFIDENTIALITY NOTICE: Please be advised that this email is a public record unless the content of the email falls within one of the stated exemptions under the Massachusetts Public Records Law. The contents of this transmission are intended only for use by the original addressee(s) and may contain confidential information that is intended for governmental-policy development and deliberation or is otherwise exempted from public disclosure under Massachusetts law. If you are not the intended recipient of this transmittal, or received this transmittal in error, please immediately notify the original sender and completely and permanently eliminate the original and all electronic and printed copies.



Please consider the environment before printing this email.

From: Faller, Kevin <kfaller@cityofmelrose.org>
Sent: Friday, November 7, 2025 11:55 AM
To: ContactANF (A&F) <contactanf@mass.gov>
Subject: State Earmark for City of Melrose

CAUTION: This email originated from a sender outside of the Commonwealth of Massachusetts mail system. Do not click on links or open attachments unless you recognize the sender and know the content is safe.

Good morning:

The city of Melrose was approved for 50K towards the purchase of a new police cruiser as listed in the State budget , #1599-0026 (Reserves).
".....provided further, that not less than \$50,000 shall be expended for a police cruiser for the city of Melrose;"

Would it be your office in which I would send a letter to requesting funds for a contract to be signed?

Thank you for your help on this and please let me know to whom I would send the letter to (email, etc) so we can start the process of signing a contract.

Chief Kevin M. Faller
Melrose Police Department
56 West Foster St
Melrose, Ma 02176
781-979-4468

****CITY OF MELROSE PUBLIC RECORDS NOTICE: Please be advised that the Massachusetts Attorney General has determined that email is a public record unless the content of the email falls within one of the stated exemptions under the Massachusetts Public Records Laws.****

****CITY OF MELROSE PUBLIC RECORDS NOTICE: Please be advised that the Massachusetts Attorney General has determined that email is a public record unless the content of the email falls within one of the stated exemptions under the Massachusetts Public Records Laws.****

****CITY OF MELROSE PUBLIC RECORDS NOTICE: Please be advised that the Massachusetts Attorney General has determined that email is a public record unless the content of the email falls within one of the stated exemptions under the Massachusetts Public Records Laws.****

****CITY OF MELROSE PUBLIC RECORDS NOTICE: Please be advised that the Massachusetts Attorney General has determined that email is a public record unless the content of the email falls within one of the stated exemptions under the Massachusetts Public Records Laws.****

****CITY OF MELROSE PUBLIC RECORDS NOTICE: Please be advised that the Massachusetts Attorney General has determined that email is a public record unless the content of the email falls within one of the stated exemptions under the Massachusetts Public Records Laws.****



Commonwealth of Massachusetts

CONTRACTOR AUTHORIZED SIGNATORY LISTING

This form is jointly issued and published by the Office of the Comptroller (CTR) and the Operational Services Division (OSD) as the default form for all Commonwealth Departments when another form is not prescribed by regulation or policy.

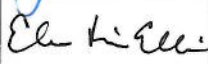
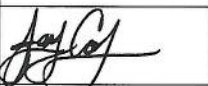
Signature for Corporation (C or S), Partnership, Trust/Estate, Limited Liability Company (must match Form W-9 tax classification)

Contractor Legal Name City of Melrose	Contractor Vendor/Customer Code (if available, not the Taxpayer Identification Number or Social Security Number) VC6000192116
---	---

INSTRUCTIONS: Any Contractor (other than a sole-proprietor or an individual contractor) must provide a listing of individuals who are authorized as legal representatives of the Contractor who can sign contracts and other legally binding documents related to the contract on the Contractor's behalf. In addition to this listing, any state department may require additional proof of authority to sign contracts on behalf of the Contractor, or proof of authenticity of signature (a notarized signature that the Department can use to verify that the signature and date that appear on the Contract or other legal document was actually made by the Contractor's authorized signatory, and not by a representative, designee or other individual.)

For privacy purposes **DO NOT ATTACH** any documentation containing personal information, such as bank account numbers, social security numbers, driver's licenses, home addresses, social security cards or any other personally identifiable information that you do not want released as part of a public record. The Commonwealth reserves the right to publish the names and titles of authorized signatories of contractors.

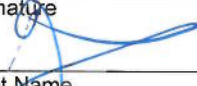
There are three types of electronic signatures that will be accepted on this form: 1) **Traditional "wet signature" (ink on paper);** 2) **Electronic signature that is either: a. hand drawn using a mouse or finger if working from a touch screen device; or b. An upload picture of the signatory's hand drawn signature;** 3) **Electronic signature affixed using a digital tool such as Adobe Sign or DocuSign.** Typed text of a name not generated by a digital tool, computer generated cursive, or an electronic symbol are not acceptable forms of electronic signature.

Authorized Signatory Name	Signature (Signature as it will appear on contract or other documents)	Title	Phone Number	Email Address
Jennifer Grigoraitis		Mayor	781-979-4441	JGrigoraitis@cityofmelrose.org
Elena Proakis Ellis		DPW Director	781-979-4155	EProakis@Cityofmelrose.org
Jason Coy		Deputy City Eng.	781-979-4172	JCoy@Cityofmelrose.org

Acceptance of any payment under a Contract or Grant shall operate as a waiver of any defense by the Contractor challenging the existence of a valid Contract due to an alleged lack of actual authority to execute the document by the signatory.

I certify that I am a responsible authorized officer of the Contractor and as an authorized officer of the Contractor I certify that the names of the individuals identified on this listing are current as of the date of execution and that these individuals are authorized to sign contracts and other legally binding documents related to contracts with the Commonwealth of Massachusetts on behalf of the Contractor. I understand and agree that the Contractor has a duty to ensure that this listing is immediately updated and communicated to any state department with which the Contractor does business whenever the authorized signatories above retire, are otherwise terminated from the Contractor's employ, have their responsibilities changed resulting in their no longer being authorized to sign contracts with the Commonwealth or whenever new signatories are designated.

Please note you cannot self-certify your own signature as a single signer listed above.

Signature 	Date 3/24/25
Print Name Jennifer Grigoraitis	Phone Number 781-979-4441
Title Mayor	Email Address JGrigoraitis@Cityofmelrose.org

A copy of this listing must be attached to the "record copy" of a contract filed with the department.

COMMONWEALTH OF MASSACHUSETTS | STANDARD CONTRACT FORM



This form is jointly issued and published by the Office of the Comptroller, the Executive Office for Administration and Finance, and the Operational Services Division 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](#), 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 forms at macomptroller.org/forms or mass.gov/lists/osd-forms.

CONTRACTOR INFORMATION		COMMONWEALTH INFORMATION	
Contractor Legal Name		Department	MMARS Code
d/b/a		Contract Manager Name	
Legal Address As entered on Form W-9 or Form W-4		Business Mailing Address	
Contract Manager Name		Billing Address If Different	
Phone	Fax	Phone	Fax
Email		Email	
Vendor Code VC		MMARS Doc ID(s)	
Vendor Code Address ID e.g. "AD001". AD		RFR/Procurement or Other ID Number	
Note: The Address ID must be set up for Electronic Funds Transfer (EFT) payments.			
NEW CONTRACT		CONTRACT AMENDMENT	
Procurement or Exception Type (Check one option only)		Current Contract End Date PRIOR to Amendment	Amendment Amount Or Enter "No Change"
Statewide Contract (OSD or an OSD-designated department.) Collective Purchase (Attach OSD approval, scope, and budget.) Department Procurement - Includes all Grants 815 CMR 2.00 . (Attach Solicitation Notice or RFR, and Response or other procurement supporting documentation.) Emergency Contract (Attach justification for emergency, scope, and budget.) Contract Employee (Attach Employee Status Form, scope, and budget.) Interim Contract with new Contractor (Attach justification for Interim Contract and updated scope/budget.) Other Procurement Exception (Attach authorizing language, legislation with specific exemption or earmark, and exception justification, scope, and budget.)		Amendment Type Check one option only. Attach details of amendment changes. Amendment to Date, Scope, or Budget (Attach updated scope and budget.) Interim Contract with Current Contractor (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/budget.)	
TERMS AND CONDITIONS			
The Standard Contract Form Instructions and Contractor Certifications and the following 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. Total maximum obligation for total duration of this contract (or new total if contract is being amended):			

PROMPT PAYMENT DISCOUNTS (PPD)

Commonwealth payments are issued through Electronic Funds Transfer (EFT) 45 days from invoice receipt. See [Prompt Pay Discounts Policy](#).

Contractors requesting accelerated payments must identify a PPD as follows:

Payment issued within:	10 days	% PPD.
	15 days	% PPD.
	20 days	% PPD.
	30 days	% PPD.

If PPD percentages are left blank, identify reason:

Statutory/legal

Ready Payments ([M.G.L. c. 29, § 23A](#))

Agree to standard 45-day cycle

Only initial payment

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.

SUPPLIER DIVERSITY PROGRAM (SDP) PLAN

Does the Supplier Diversity Program apply?

YES If YES, the Contractor's annual SDP commitment for this Contract is

NO If NO, and the department is an Executive Department, enter the appropriate exemption:

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 , 20 , 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

Signature and date must be captured at time of signature.

Signature

Date

Print Name

Print Title

AUTHORIZING SIGNATURE FOR THE DEPARTMENT

Signature and date must be captured at time of signature.

Signature

Date

Print Name

Print Title



INSTRUCTIONS

The following Instructions, Contractor Certifications and the applicable Commonwealth Terms and Conditions are incorporated by reference into an executed Standard Contract Form. Instructions are provided to assist with completion of the Standard Contract Form. Additional terms are incorporated by reference. Links to legal citations are to unofficial versions and Departments and Contractors should consult with their legal counsel to ensure compliance with all legal requirements. Please note that not all applicable laws have been cited.

Contractor Legal Name (and D/B/A)

Enter the **Full Legal Name** of the Contractor's business as it appears on the Contractor's Form W-9 or Form W-4 (Contract Employees only) and the applicable Commonwealth Terms and Conditions. If Contractor also has a "doing business as" (d/b/a) name, BOTH the legal name and the "d/b/a" name must appear in this section.

Contractor Legal Address

Enter the Legal Address of the Contractor as it appears on the Contractor's Form W-9 or Form W-4 (Contract Employees only) which must match the legal address on the 1099I table in MMARS (or the Legal Address in HR/CMS for a Contract Employee).

Contractor Contract Manager

Enter the authorized Contract Manager who will be responsible for managing the Contract. The Contract Manager should be an Authorized Signatory, or, at a minimum, a person designated by the Contractor to represent the Contractor, receive legal notices and negotiate ongoing Contract issues. The Contract Manager is considered "Key Personnel" and may not be changed without the prior written approval of the Department. If the Contract is posted on COMMBUYS, the name of the Contract Manager must be included in the Contract on COMMBUYS.

Contractor Email Address/Phone/Fax

Enter the email address, phone and fax number of the Contractor Contract Manager. This information must be kept current by the Contractor to ensure that the Department can contact the Contractor and provide any required legal notices. Notice received by the Contract Manager (with confirmation of actual receipt) through the listed address, fax number(s) or email address will meet any written legal notice requirements.

Contractor Vendor Code

The Department must enter the MMARS Vendor Code assigned by the Commonwealth. If a Vendor Code has not yet been assigned, leave this space blank and the Department will complete this section when a Vendor Code has been assigned. The Department is responsible under the [Vendor File and Form W-9s Policy](#) for verifying with authorized signatories of the Contractor, as part of contract execution, that the legal name, address and Federal Tax Identification Number (TIN) in the Contract documents match the state accounting system.

Vendor Code Address ID

(e.g., "AD001") The Department must enter the MMARS Vendor Code Address ID identifying the payment remittance address for Contract payments, which MUST be set up for Electronic Funds Transfer (EFT) payments PRIOR to the first payment under the Contract in accordance with the [Bill Payments](#) and [Vendor/Customer File and Form W-9](#) Policies.

Commonwealth Department Name

Enter the full Department name with the authority to obligate funds encumbered for the Contract.

Commonwealth MMARS Alpha Department Code

Enter the three (3) letter MMARS Code assigned to this Commonwealth Department in the state accounting system.

Department Business Mailing Address

Enter the address where all formal correspondence to the Department must be sent. Unless otherwise specified in the Contract, legal notice sent or received by the Department's Contract Manager (with confirmation of actual receipt) through the listed address, fax number(s) or email address for the Contract Manager will meet any requirements for legal notice.

Department Billing Address

Enter the Billing Address or email address if invoices must be sent to a different location. Billing, confirmation of delivery or performance issues should be resolved through the listed Contract Managers.

Department Contract Manager

Identify the authorized Contract Manager who will be responsible for managing the Contract, who should be an authorized signatory, or an employee designated by the Department to represent the Department to receive legal notices and negotiate ongoing Contract issues.

Department Email Address/Phone/Fax

Enter the email address, phone and fax number of the Department Contract Manager. Unless otherwise specified in the Contract, legal notice sent or received by the Contract Manager (with confirmation of actual receipt) through the listed address, fax number(s) or e-mail address will meet any requirements for written notice under the Contract.

MMARS Document ID(s)

Enter the MMARS 20-character encumbrance transaction number associated with this Contract, which must remain the same for the life of the Contract. If multiple numbers exist for this Contract, identify all Document IDs.

RFR/Procurement or Other ID Number or Name

Enter the Request for Response (RFR) or other Procurement Reference number, Contract ID Number or other reference or tracking number for this Contract or Amendment which will be entered into the Board Award Field in the MMARS encumbrance transaction for this Contract.

NEW CONTRACTS (Left Side of Form)

Complete this section ONLY if this Contract is brand new, or to enter into an Interim Contract with a new Contractor when a current Contractor is unable to complete full performance under a Contract. (Complete the **CONTRACT AMENDMENT** section for any material changes to an existing or an expired Contract, to enter into an Interim Contract with a current Contractor, and for exercising options to renew or annual contracts under a multi-year procurement or grant program.)

Procurement or Exception Type

Check the appropriate type of procurement or exception for this Contract. Only one option can be selected. See the Office of the Comptroller Guidance for Vendors Policies (State Finance Law and General Requirements, Acquisition Policy and Fixed Assets) and the Operational Services Division Conducting Best Value Procurements Handbook for details.

Statewide Contract (OSD or an OSD-designated Department)

Check this option for a Statewide Contract under the Operational Services Division (OSD), or by an OSD-designated Department.

Collective Purchase approved by OSD

Check this option for Contracts approved by the Operational Services Division (OSD) for collective purchases through federal, state, or local government or other entities.

Department Procurement

Check this option for a Department contract procurement including state grants and federal sub-grants under [815 CMR 2.00](#) and State Grants and Federal Subgrants Policy, Departmental Master Agreements (MA). If this is a multi-Department user Contract, state that multi-Department use is allowable in the section labeled "Brief Description."

Emergency Contract

Check this option when the Department has determined that an unforeseen crisis or incident has arisen which requires or mandates immediate purchases to avoid substantial harm to the functioning of government, the provision of necessary or mandated services, or where the health, welfare or safety of clients or other persons or serious damage to property is threatened.

Contract Employee

Check this option when the Department requires the performance of an Individual Contractor, and when the planned Contract performance with an Individual has been classified using the Employment Status Form (prior to the Contractor's selection) as work of a Contract Employee and not that of an Independent Contractor.

Interim Contracts

Check this option for an Interim Contract with a new Contractor whenever an existing Contract has been or will be terminated or suspended for any reason or whenever a current Contractor is unable to complete full performance under a Contract. An Interim Contract may be offered to the bidder that offered the next Best Value response under the original procurement and under the same terms and prices offered in that bidder's original response. The duration of an Interim Contract shall be limited to the remaining time available under the duration stated in the original RFR, including any options to renew. If the Department is unable to negotiate a Contract with any of the original bidders who submitted responses, in their original rank order according to Best Value, and under the same terms as offered in their original response, the Department will be required to conduct a new competitive procurement.

Other Procurement Exception

Check this option when another procurement exception exists, such as legislation with specific language naming the Contractor as a recipient of a grant or contract, an existing legal obligation, a prohibition or other circumstance that exempts or prohibits a Contract from being competitively procured, or identify any other procurement exception not already listed. Legislative "earmarks" exempt the Contract solely from procurement requirements; all other Contract and state finance laws and policies apply. Supporting documentation must be attached to explain and justify the exemption.

CONTRACT AMENDMENT (Right Side of Form)

Complete this section for any Contract being renewed or amended or to enter into an Interim Contract with a current Contractor when a new procurement will not be completed prior to the expiration of the current Contract. All Contracts with available options to renew must be amended referencing the original procurement and Contract Document IDs, since all continuing contracts must be maintained in the same Contract file (even if the underlying appropriation changes each fiscal year). See "Amendments, Suspensions, and Termination Policy."

Enter Current Contract End Date

Enter the termination date of the Current Contract being amended, even if this date has already passed. (Note: Current Start Date is not requested since this date does not change and is already recorded in MMARS.)

Enter Amendment Amount

Enter the amount of the Amendment increase or decrease to a Maximum Obligation Contract. Enter "no change" for Rate Contracts or if there is no change.

Amendment Type

Identify the type of Amendment being made. Documentation supporting the updates to performance and budget must be attached.

Amendment to Date, Scope or Budget

Check this option when renewing a Contract or executing an Amendment ("material change" in Contract terms) even if the Contract has lapsed. The parties may negotiate a change in any element of Contract performance or cost identified in the RFR or the Contractor's response which results in lower costs, or a more cost-effective or better value performance than was presented in the original selected response, provided the negotiation results in a better value within the scope of the RFR than what was proposed by the Contractor in the original selected response. Any "material change" in the Contract terms must be memorialized in a formal Amendment even if a corresponding MMARS transaction is not needed to support the change.

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.

Interim Contracts

Check this option for an Interim Contract with a current Contractor when a new competitive procurement has been commenced, but due to an unanticipated delay, has not been completed prior to the end of the duration available under the current Contract, as specified in that Contract's original RFR. An Interim Contract may be used to extend the current Contract under the same terms and conditions only for the period necessary to complete the competitive procurement, including the execution of new Contracts.

Contract Employee

Check this option when the Department requires a renewal or other amendment to the performance of a Contract Employee.

Other Procurement Exception

Check this option when another procurement exception exists, such as legislation with specific language naming the Contractor as a recipient of a grant or contract; an existing legal obligation; a prohibition or other circumstance that exempts or prohibits a Contract from being competitively procured, or identify any other procurement exception not already listed. Legislative “earmarks” exempt the Contract solely from procurement requirements, and all other Contract and state finance laws and policies apply. Attach Supporting documentation to explain and justify the exemption and whether Contractor selection has been publicly posted.

COMMONWEALTH TERMS AND CONDITIONS

Identify which version of the Commonwealth Terms and Conditions is incorporated by reference into this Contract: the [Commonwealth Terms and Conditions](#), the [Commonwealth IT Terms and Conditions](#), or the [Commonwealth Terms and Conditions for Human and Social Services](#). The [Expenditure Classification Handbook](#) identifies the applicable Commonwealth Terms and Conditions based upon the object code for the contract.

COMPENSATION

Identify if the Contract is a **Rate Contract** (with no stated Maximum Obligation) or a **Maximum Obligation Contract** (with a stated Maximum Obligation) and identify the Maximum Obligation. If the Contract is being amended, enter the new Maximum Obligation based upon the increase or decrease to the Maximum Obligation. The Total Maximum Obligation must reflect the total funding for the dates of service under the contract, including the Amendment amount if the Contract is being amended. The Maximum Obligation must match the MMARS encumbrance. Funding and allotments must be verified as available and encumbered prior to incurring obligations. If a Contract includes both a Maximum Obligation component and Rate Contract component, check off both. Specific Maximum Obligation amounts or amended amounts and Attachments must clearly outline the Contract breakdown to match the encumbrance.

PROMPT PAY DISCOUNTS

Payments are processed within a 45-day payment cycle through Electronic Funds Transfer (EFT), in accordance with the Commonwealth [Bill Payments Policy](#) for investment and cash flow purposes. Departments may NOT negotiate accelerated payments and Payees are NOT entitled to accelerated payments UNLESS a Prompt Payment Discount (PPD) is provided to support the Commonwealth’s loss of investment earnings for this earlier payment, or unless a payment is legally mandated to be made in less than 45 days (e.g., construction contracts, Ready Payments under [M.G.L. c. 29, § 23A](#)). See [Prompt Pay Discounts Policy](#). PPD are identified as a percentage discount which will be automatically deducted when an accelerated payment is made. Reduced contracts rates may not be negotiated to replace a PPD. If PPD fields are left blank, please identify that the Contractor agrees to the standard 45 day cycle, a statutory/legal exemption such as Ready Payments ([M.G.L. c. 29, § 23A](#)), or only an initial accelerated payment for reimbursements or startup costs for a grant, with subsequent payments scheduled to support standard EFT 45 day payment cycle. Financial hardship is not a sufficient justification to accelerate cash flow for *all* payments under a Contract. Initial grant or contract payments may be accelerated for the *first* invoice or initial grant installment, but subsequent periodic installments or invoice payments should be scheduled to support the Payee cash flow needs and the standard 45-day EFT payment cycle, in accordance with the [Bill Payments Policy](#). Any accelerated payment that does not provide for a PPD must have a legal justification in the Contract file for audit purposes explaining why accelerated payments were allowable without a PPD.

BRIEF DESCRIPTION OF CONTRACT PERFORMANCE

Enter a brief description of the Contract performance, project name or other identifying information for the Contract to specifically identify the Contract performance, match the Contract with attachments, determine the appropriate expenditure code (as listed in the [Expenditure Classification Handbook](#)) or to identify or clarify important information related to the Contract such as the Fiscal Year(s) of performance (ex. “FY2025” or “FY2025-27”). Identify settlements or other exceptions and attach more detailed justification and supporting documents. Enter “Multi-Department Use” if other Departments can access the procurement. For Amendments, identify the purpose and what items are being amended. Merely stating “see attached” or referencing attachments without a narrative description of performance is insufficient.

SUPPLIER DIVERSITY PROGRAM (SDP) PLAN

Check “YES” if the contract is subject to the requirements of the Supplier Diversity Program (SDP) as described in [the Diverse and Small Business Program Policies for Goods and Services Procurements](#) (and, as applicable, the [SDP Policy for Purchase of Service \(POS\) Procurements and Contracts Policy Overview](#)). Also check “YES” if the contracting department has voluntarily included SDP terms in the procurement. Generally, goods and services contracts with an estimated annual value of \$250,000 or more, averaged over the life of the contract, executed by Executive Departments as defined by [M.G.L. c. 6A, § 2](#), are subject to these policies. Check “NO” if the contract is not subject to these policies and no SDP terms were included voluntarily. If YES, enter the Contractor’s annual SDP commitment. This commitment is a percentage of sales from the resulting contract to be spent with Certified Partner(s), which must be at least 1%. If the contract will be for the purchase of human and social services (referred to as Purchase of Service or POS) covering a variety of client health care, medical, and non-health care services, then enter the dollar amount commitment for the organization. If NO, and the Department is an Executive Department, enter the appropriate exemption from the “Procurements and Contracts Exempt from this Policy” section of the [Diverse and Small Business Program Policies for Goods and Services Procurements](#) to explain why the SDP is not applicable to this contract.

ANTICIPATED START DATE

The Department and Contractor must certify when obligations under this Contract/Amendment may be incurred. Option 1 is the default option when performance may begin as of the Effective Date (latest signature date and any required approvals). If the parties want a new Contract or renewal to begin as of the upcoming fiscal year, then list the fiscal year(s) (ex. “FY2025” or “FY2025-27”) in the Brief Description section. Performance starts and encumbrances reflect the default Effective Date (if no Fiscal Year is listed) or the later Fiscal Year start date (if a Fiscal Year is listed). Use Option 2 only when the Contract will be signed well in advance of the start date and identify a specific future start date. Do not use Option 2 for a fiscal year start unless it is certain that the Contract will be signed prior to the fiscal year. Option 3 is used in lieu of the Settlement and Release Form when the Contract/Amendment is signed late, and obligations are incurred by the Contractor prior to the Effective Date, which the Department has either requested, accepted, or deemed legally eligible for reimbursement, and the Contract includes supporting documents justifying the performance or proof of eligibility and approximate costs. Any obligations incurred outside the scope of the Effective Date under any Option listed, even if the incorrect Option is selected, shall be automatically deemed a settlement included under the terms of the Contract and upon payment to the Contractor will release the Commonwealth from further obligations for the identified performance. All settlement payments require justification and must be under the same encumbrance and object codes as the Contract payments. Performance dates are subject to [M.G.L. c. 4, § 9](#).

CONTRACT END DATE

The Department must enter the date that Contract performance will terminate. **If the Contract is being amended and the Contract End Date is not changing, this date must be entered again here.** A Contract must be signed for at least the initial duration but not longer than the period of procurement listed in the RFR, or other solicitation document (if applicable). No new performance is allowable beyond the end date without an amendment, but the Department may allow a Contractor to complete minimal close out performance obligations if substantial performance has been made prior to the termination date of the Contract and prior to the end of the fiscal year in which payments are appropriated, provided that close out performance is subject to appropriation and funding limits under state finance law, and the Office of the Comptroller may adjust encumbrances and payments in the state accounting system to enable final close out payments. Performance dates are subject to [M.G.L. c. 4, § 9](#).

CONTRACTOR AUTHORIZED SIGNATORIES FOR EXECUTION

See the Office of the Comptroller [Department Head Signature Authorization](#) and [Contractor Authorized Signatory Listing](#) Policies for guidance.

Authorizing Signature for Contractor/Date

The Authorized Contractor Signatory must sign and enter the date the Contract is signed. See section above under “Anticipated Contract Start Date.” **Rubber stamps are not acceptable.** Acceptance of payment by the Contractor shall waive any right of the Contractor to claim the Contract/Amendment is not valid and the Contractor may not void the Contract. Proof of signature authorization on a **Contractor Authorized Signatory Listing** may be required by the Department if not already on file. See [Contract and ISA Execution after the COVID-19 State of Emergency](#).

Contractor Name/Title

The Contractor Authorized Signatory's name and title must appear legibly as it appears on the **Contractor Authorized Signatory Listing**.

Authorizing Signature For Commonwealth/Date

The Authorized Department Signatory must sign and enter the date the Contract is signed. See section above under "Anticipated Start Date." **Rubber stamps are not acceptable.** The Authorized Signatory must be an employee within the Department legally responsible for the Contract. See Department Head Signature Authorization. The Department must have the legislative funding appropriated for all the costs of this Contract or funding allocated under an approved Interdepartmental Service Agreement (ISA). A Department may not contract for performance to be delivered to or by another state department without specific legislative authorization (unless this Contract is a Statewide Contract). For Contracts requiring Secretariat signoff, evidence of Secretariat signoff must be included in the Contract file.

Department Name/Title

Legibly enter Authorized Signatory's name and title.

CONTRACTOR CERTIFICATIONS AND LEGAL REFERENCES

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, subject to any required approvals. The Contractor makes all certifications required under this Contract under the pains and penalties of perjury and 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.

Commonwealth and Contractor Ownership Rights

The Contractor certifies and agrees that the Commonwealth is entitled to ownership and possession of all "deliverables" purchased or developed with Contract funds. A Department may not relinquish Commonwealth rights to deliverables nor may Contractors sell products developed with Commonwealth resources without just compensation. The Contract should detail all Commonwealth deliverables and ownership rights and any Contractor proprietary rights.

Qualifications

The Contractor certifies that it is qualified and shall at all times remain qualified to perform this Contract, and that performance shall be timely and meet or exceed industry standards for the performance required, which includes obtaining requisite licenses, registrations, permits, resources for performance, and sufficient professional, liability, and other appropriate insurance to cover the performance. If the Contractor is a business, the Contractor certifies that it is listed under the Secretary of State's website as licensed to do business in Massachusetts, as required by law.

Laws and Regulations Prohibiting Discrimination and Human Trafficking

Contractors acknowledge and certify as a condition of this Contract that they are responsible for complying fully with all state and federal laws prohibiting discrimination, human trafficking, and forced labor, including but not limited to [M.G.L. c. 265 §§ 49-57](#).

Business Ethics and Fraud, Waste and Abuse Prevention

The Contractor certifies that performance under this Contract, in addition to meeting the terms of the Contract, will be made using ethical business standards and good stewardship of taxpayer and other public funding and resources to prevent fraud, waste and abuse.

Collusion

The Contractor certifies that this Contract has been offered in good faith and without collusion, fraud, or unfair trade practices with any other person, and that any actions to avoid or frustrate fair and open competition are prohibited by law and shall be grounds for rejection or disqualification of a Response or termination of this Contract.

Public Records and Access

The Contractor shall provide full access to records related to performance and compliance to the Department and officials listed under [Executive Order 195](#) and [M.G.L. c. 11, §12](#) for six (6) years beginning on the first day after the final payment

under this Contract or such longer period as necessary for the resolution of any litigation, claim, negotiation, audit or other inquiry involving this Contract. Access to view Contractor records related to any breach or allegation of fraud, waste and/or abuse may not be denied and Contractor cannot claim confidentiality or trade secret protections solely for viewing but not retaining documents. Routine Contract performance compliance reports or documents related to any alleged breach or allegation of non-compliance, fraud, waste, abuse or collusion may be provided electronically and shall be provided at Contractor's own expense. Reasonable costs for copies of non-routine Contract related records shall not exceed the rates for public records under [950 CMR 32.00](#).

Debarment

The Contractor certifies that neither it nor any of its subcontractors are currently debarred or suspended by the federal or state government under any law or regulation including [Executive Order 147](#); [M.G.L. c. 29, § 29F](#); [M.G.L. c. 30, § 39R](#); [M.G.L. c. 149 §§ 27C, 44C](#) and [148B](#); and [M.G.L. c. 152, § 25C](#).

Applicable Laws

The Contractor shall comply with all applicable state laws and regulations including, but not limited to, the Massachusetts General Laws; the Official Code of Massachusetts Regulations; Code of Massachusetts Regulations (unofficial); [801 CMR 21.00](#) (Procurement of Commodity and Service Procurements, Including Human and Social Services); [815 CMR 2.00](#) (Grants and Subsidies); [808 CMR 1.00](#) (Compliance, Reporting and Auditing for Human And Social Services); AICPA Standards; confidentiality of Department records under [M.G.L. c. 66A](#); and the [Massachusetts Constitution Article XVIII](#), if applicable.

Invoices

The Contractor must submit invoices in accordance with the terms of the Contract and the Commonwealth [Bill Payments Policy](#). Contractors must be able to reconcile and properly attribute concurrent payments from multiple Departments. Final invoices in any fiscal year must be submitted no later than August 15 for performance made and received (goods delivered, services completed) prior to June 30, in order to make payment for that performance prior to the close of the fiscal year to prevent reversion of appropriated funds. Failure to submit timely invoices by August 15 or other date listed in the Contract shall authorize the Department to issue an estimated payment based upon the Department's determination of performance delivered and accepted. The Contractor's acceptance of an estimated payment releases the Commonwealth from further claims for these invoices. **If budgetary funds revert due to the Contractor's failure to submit timely final invoices, or for disputing an estimated payment, the Department may deduct a penalty of up to 10% from any final payment in the next fiscal year for failure to submit timely invoices.**

Payments Subject To Appropriation

Pursuant to [M.G.L. c. 29 §§ 26, 27](#) and [29](#), Departments are required to expend funds only for the purposes set forth by the Legislature and within the funding limits established through appropriation, allotment and subsidiary, including mandated allotment reductions triggered by [M.G.L. c. 29, § 9C](#). A Department cannot authorize or accept performance in excess of an existing appropriation and allotment, or sufficient non-appropriated available funds. Any oral or written representations, commitments, or assurances made by the Department or any other Commonwealth representative are not binding. The Commonwealth has no legal obligation to compensate a Contractor for performance that is not requested and is intentionally delivered by a Contractor outside the scope of a Contract. Contractors should verify funding prior to beginning performance.

Intercept

Contractors may be registered as Customers in the Vendor file if the Contractor owes a Commonwealth debt. Unresolved and undisputed debts, and overpayments of Contract payments that are not reimbursed timely shall be subject to intercept pursuant to [M.G.L. c. 7A, § 3](#) and [815 CMR 9.00](#). Contract overpayments will be subject to immediate intercept or payment offset. The Contractor may not penalize any state Department or assess late fees, cancel a Contract or other services if amounts are intercepted or offset due to recoupment of an overpayment, outstanding taxes, child support, other overdue debts or Contract overpayments.

Tax Law Compliance

The Contractor certifies under the pains and penalties of perjury: (1) tax compliance with federal tax laws; (2) tax compliance with state tax laws including, but not limited to, [M.G.L. c. 62C, § 49A](#), reporting of employees and contractors, withholding and remitting of tax withholdings and child support; and (3) Contractor is in good standing with respect to all state taxes and returns due, reporting of employees and contractors under [M.G.L. c. 62E](#), withholding and remitting child support including [M.G.L. c. 119A, § 12](#), [TIR 05-11, New Independent Contractor Provisions](#), and applicable TIRs.

Bankruptcy, Judgments, Potential Structural Changes, Pending Legal Matters and Conflicts

The Contractor certifies it has not been in bankruptcy or receivership within the last three calendar years which would negatively impact Contractor's ability to fulfill the terms of this Contract or Amendment. Contractor certifies that it will immediately notify the Department, in writing, of any filing for bankruptcy and/or receivership, any potential structural change in its organization, or if there is **any risk** to the solvency of the Contractor that may impact the Contractor's ability to timely fulfill the terms of this Contract or Amendment. The Commonwealth reserves the right to request additional information regarding the financial viability of the Contractor and its ability to perform. The Contractor certifies that at any time during the period of the Contract the Contractor is required to affirmatively disclose in writing to the Department Contract Manager the details of any judgment, criminal conviction, investigation or litigation pending against the Contractor or any of its officers, directors, employees, agents, or subcontractors, including any potential conflicts of interest of which the Contractor has knowledge, or learns of during the Contract term. Law firms or Attorneys providing legal services are required to identify any potential conflict with representation of any Department client in accordance with Massachusetts Board of Bar Overseers (BBO) rules.

Federal Anti-Lobbying and Other Federal Requirements

If receiving federal funds, the Contractor certifies compliance with federal anti-lobbying requirements including 31 USC § 1352; other federal requirements; Federal Executive Order 11246; Air Pollution Act; Federal Water Pollution Control Act and Federal Employment Laws.

Protection of Commonwealth Data, Personal Data and Information

The Contractor certifies that all steps will be taken to ensure the security and confidentiality of all Commonwealth data for which the Contractor becomes a holder, either as part of performance or inadvertently during performance, with special attention to restricting access, use and disbursement of personal data and information under [M.G.L. c. 93H](#) and [c. 66A](#) and other applicable state and federal privacy requirements. The Contractor shall comply with [M.G.L. c. 93I](#) for the proper disposal of all paper and electronic media, backups or systems containing personal data and information. The Contractor shall also ensure that any personal data or information transmitted electronically or through a portable device is properly encrypted using (at a minimum) the Commonwealth's "Cryptographic Management Standard" set forth in the Enterprise Information Security Policies and Standards published by the Executive Office for Technology, Services and Security (EOTSS), or a comparable Standard prescribed by the Department. Contractors with access to credit card or banking information of Commonwealth customers certify that the Contractor is PCI compliant in accordance with the Payment Card Industry Council Standards and shall provide confirmation of compliance during the Contract. The Contractor shall immediately notify the Department in the event of any security breach, including the unauthorized access, disbursement, use or disposal of personal data or information and, in the event of a security breach, the Contractor shall cooperate fully with the Commonwealth and provide access to any information necessary for the Commonwealth to respond to the security breach and shall be fully responsible for any damages associated with the Contractor's breach including, but not limited to, damages under [M.G.L. c. 214, § 3B](#).

For all Contracts involving the Contractor's access to personal information, as defined in [M.G.L. c. 93H](#), and personal data, as defined in [M.G.L. c. 66A](#), or access to Department systems containing such information or data, Contractor certifies under the pains and penalties of perjury that the Contractor: (1) has read [M.G.L. c. 93H](#) and [c. 66A](#) and agrees to protect any and all personal information and personal data; and (2) has reviewed all of the Enterprise Information Security Policies and Standards published by the Executive Office for Technology, Services and Security (EOTSS), or stricter standards prescribed by the Department. Notwithstanding any contractual provision to the contrary, in connection with the Contractor's performance under this Contract, for all Departments, including all offices, boards, commissions, agencies, departments, divisions, councils, bureaus, and offices, now existing and hereafter established, the Contractor shall: (1) obtain a copy, review, and comply with any pertinent security guidelines, standards, and policies; (2) comply with the Enterprise Information Security Policies and Standards published by the Executive Office for Technology Services and Security (EOTSS), or a comparable set of policies and standards ("Information Security Policy") as prescribed by the Department;

(3) communicate and enforce such security guidelines, standards, policies and the applicable Information Security Policy among all employees (whether such employees are direct or contracted) and subcontractors; (4) implement and maintain any other reasonable appropriate security procedures and practices necessary to protect personal information and data to which the Contractor is given access by the contracting Department from the unauthorized access, destruction, use, modification, disclosure or loss; (5) be responsible for the full or partial breach of any of these terms by its employees (whether such employees are direct or contracted) or subcontractors during or after the term of this Contract, and any breach of these terms

may be regarded as a material breach of this Contract; (6) in the event of any unauthorized access, destruction, use, modification, disclosure or loss of the personal information or personal data (collectively referred to as the “unauthorized use”): (a) immediately notify the contracting Department if the Contractor becomes aware of the unauthorized use;

(b) provide full cooperation and access to information necessary for the contracting Department to determine the scope of the unauthorized use; and (c) provide full cooperation and access to information necessary for the contracting Department and the Contractor to fulfill any notification requirements. Breach of these terms may be regarded as a material breach of this Contract, such that the Commonwealth may exercise any and all contractual rights and remedies, including, without limitation, indemnification, withholding of payments, Contract suspension, or termination, pursuant to the [Commonwealth's Terms and Conditions](#), the [Commonwealth IT Terms and Conditions](#), or the [Commonwealth Terms and Conditions for Human and Social Services](#). In addition, the Contractor may be subject to applicable statutory or regulatory penalties, including, and without limitation, those imposed pursuant to [M.G.L. c. 93H](#) and under [M.G.L. c. 214, § 3B](#) for violations under [M.G.L.c. 66A](#).

Corporate and Business Filings and Reports

The Contractor certifies compliance with all certification, filing, reporting and service of process requirements of the Secretary of the Commonwealth, the Office of the Attorney General or other Departments related to its conduct of business in the Commonwealth, and with relevant requirements of its incorporating state (or foreign entity).

Employer Requirements

Contractors that are employers certify compliance with applicable state and federal employment laws and regulations, including but not limited to prevailing wage laws at [M.G.L. c. 149, §§ 26-27D](#) (public construction work); [M.G.L. c. 149, § 27F](#) (use of trucks, vehicles and other equipment to perform public works functions); [M.G.L. c. 149, § 27G](#) (moving office furniture and fixtures); [M.G.L. c. 149, § 27H](#) (cleaning state office buildings or buildings leased by the state); [M.G.L. c. 6C, § 44](#) (MassDOT relocation of utilities or utility facility); [M.G.L. c. 7, § 22](#) (contracts for meat products and clothing and apparel); [M.G.L. c. 71, § 7A](#) (transportation of students to public schools); [Chapter 195 of the Acts of 2014](#) (MA Convention Center Authority security guard services); minimum wage and overtime law and regulations ([M.G.L. c. 151](#) and [454 CMR 27.00](#)); child labor laws ([M.G.L. c. 149, §§ 56-105](#)); all payment of wages, payroll and timekeeping records, earned sick time, meal breaks, domestic violence leave, temporary worker rights, domestic worker rights and anti-retaliation laws at [M.G.L. c. 149](#) (Labor and Industries); [M.G.L. c. 151A](#) (unemployment insurance and contributions); [M.G.L. c. 152](#) (workers compensation and insurance); [M.G.L. c. 150A](#) (Labor Relations); [M.G.L. c. 153](#) (liability for injuries); 29 U.S.C. c. 8 (Federal Fair Labor Standards); 29 U.S.C. c. 28 (Federal Family and Medical Leave Act); [M.G.L. c. 6, § 171A](#) (applicant criminal record information); [M.G.L. c. 149, § 105A](#) (MA Equal Pay Act); and [M.G.L. c. 175M](#) (Paid Family Medical Leave Act).

Federal And State Laws And Regulations Prohibiting Discrimination

Contractors certify compliance with applicable state and federal anti-discrimination laws, including but not limited to the Federal Equal Employment (EEO) Laws; the Americans with Disabilities Act; 42 U.S.C § 12101, et seq., the Rehabilitation Act, 29 U.S.C. § 794; 29 U.S.C. § 701; 29 U.S.C. § 623; 42 U.S.C. c. 45; (Federal Fair Housing Act); [M.G.L. c. 151B](#) (Unlawful Discrimination); [M.G.L. c. 151E](#) (Business Discrimination); the Public Accommodations Law [M.G.L. c. 272, § 92A](#); [M.G.L. c. 272, §§ 98](#) and [98A](#), [Massachusetts Constitution Article CXIV](#) and [M.G.L. c. 93, § 103](#); 47 USC § 255 (Telecommunication Act); [M.G.L. c. 149, § 105D](#), [M.G.L. c. 151C](#), [M.G.L. c. 272, §§ 92A, 98](#) and [98A](#), and [M.G.L. c. 111, § 199A](#), and Massachusetts Disability-Based Non-Discrimination Standards For Executive Branch Entities, and related Standards and Guidance, authorized under Massachusetts Executive Order or any disability-based protection arising from state or federal law or precedent. See also Massachusetts Commission Against Discrimination (MCAD) and MCAD links and resources.

Small Business Purchasing Program (SBPP)

A Contractor may be eligible to participate in the SBPP, pursuant to [Executive Order 599](#), and [M.G.L. c. 7 § 58](#) if so qualified.

Limitation of Liability

Contracts may not use the following limitation of liability language unless approved by legal staff at the Office of the Comptroller or Operational Services Division, and it may not be used if a Department is utilizing the Commonwealth IT Terms and Conditions. The term “other damages” in Section 11 of the Commonwealth Terms and Conditions, “Indemnification,” shall include, but shall not be limited to, the reasonable costs the Commonwealth incurs to repair, return, replace or seek cover (purchase comparable substitute commodities and services) under a Contract. “Other damages” shall not include damages to the Commonwealth as a result of third-party claims, provided, that this in no way limits the Commonwealth’s right of recovery for personal injury or property damages or patent and copyright infringement under Section 11 or the Commonwealth’s ability

to join the contractor as a third-party defendant. Further, the term “other damages” shall not include, and in no event shall the contractor be liable for, damages for the Commonwealth’s use of contractor provided products or services, loss of Commonwealth records, or data (or other intangible property), loss of use of equipment, lost revenue, lost savings or lost profits of the Commonwealth. In no event shall “other damages” exceed the greater of \$100,000, or two times the value of the product or service (as defined in the Contract scope of work) that is the subject of the claim. Section 11 sets forth the Contractor’s entire liability under a Contract. Nothing in this section shall limit the Commonwealth’s ability to negotiate higher limitations of liability in a particular Contract, provided that any such limitation must specifically reference Section 11 of the Commonwealth Terms and Conditions. In the event the limitation of liability conflicts with auditing standards which mandate that there can be no cap of damages, the limitation shall be considered waived for that audit engagement. The terms in this Clarification may not be modified.

Northern Ireland Certification

Pursuant to [M.G.L. c. 7, § 22C](#), for state agencies, state authorities, the state House of Representatives or the state Senate, by signing this Contract the Contractor certifies that it does not employ ten or more employees in an office or other facility in Northern Ireland or if the Contractor employs ten or more employees in an office or other facility located in Northern Ireland the Contractor certifies that it does not discriminate in employment, compensation, or the terms, conditions and privileges of employment on account of religious or political belief, and certifies that it promotes religious tolerance within the work place, and the eradication of any manifestations of religious and other illegal discrimination; and the Contractor is not engaged in the manufacture, distribution or sale of firearms, munitions, including rubber or plastic bullets, tear gas, armored vehicles or military aircraft for use or deployment in any activity in Northern Ireland.

Pandemic, Disaster or Emergency Performance

In the event of a serious emergency, pandemic or disaster outside the control of the Department, the Department may negotiate emergency performance from the Contractor to address the immediate needs of the Commonwealth even if not contemplated under the original Contract or procurement. Payments are subject to appropriation and other payment terms.

Attorneys

Attorneys or firms providing legal services or representing Commonwealth Departments may be subject to [M.G.L. c. 30, § 65](#), and if providing litigation services must be approved by the Office of the Attorney General to appear on behalf of a Department, and shall have a continuing obligation to notify the Commonwealth of any conflicts of interest arising under the Contract.

Subcontractor Performance

The Contractor certifies full responsibility for Contract performance, including subcontractors, and that comparable Contract terms will be included in subcontracts, and that the Department will not be required to directly or indirectly manage subcontractors or have any payment obligations to subcontractors.

EXECUTIVE ORDERS

For covered Executive Departments, the Contractor certifies compliance with applicable Massachusetts Executive Orders including, but not limited to, the specific orders listed below. A breach during the period of a Contract may be considered a material breach and subject Contractor to appropriate monetary or Contract sanctions.

Executive Order 481. Prohibiting the Use of Undocumented Workers on State Contracts

For all state agencies in the Executive Branch, including all executive offices, boards, commissions, agencies, Departments, divisions, councils, bureaus, and offices, now existing and hereafter established, by signing this Contract the Contractor certifies under the pains and penalties of perjury that they shall not knowingly use undocumented workers in connection with the performance of this Contract; that, pursuant to federal requirements, they shall verify the immigration status of workers assigned to a Contract without engaging in unlawful discrimination; and shall not knowingly or recklessly alter, falsify, or accept altered or falsified documents from any such worker.

Executive Order 130. Anti-Boycott

The Contractor warrants, represents and agrees that during the time this Contract is in effect, neither it nor any affiliated company, as hereafter defined, participates in or cooperates with an international boycott (See IRC § 999(b)(3)-(4), and IRS Audit Guidelines Boycotts) or engages in conduct declared to be unlawful by [M.G.L. c. 151E, § 2](#). If there is a breach in the warranty, representation, and agreement contained in this paragraph, without limiting such other rights as it may have, the

Commonwealth may rescind this Contract. As used herein, an affiliated company shall be a business entity of which at least 51% of the ownership interests are directly or indirectly owned by the Contractor or by a person or persons or business entity or entities directly or indirectly owning at least 51% of the ownership interests of the Contractor, or which directly or indirectly owns at least 51% of the ownership interests of the Contractor.

Executive Order 346. Hiring of State Employees By State Contractors

Contractor certifies compliance with both the conflict of interest law, including [M.G.L. c. 268A, § 5\(f\)](#) and this Order, which includes limitations regarding the hiring of state employees by private companies contracting with the Commonwealth. A privatization contract shall be deemed to include a specific prohibition against the hiring at any time during the term of Contract, and for any position in the Contractor's company, of a state management employee who is, was, or will be involved in the preparation of the RFP, the negotiations leading to the awarding of the Contract, the decision to award the Contract, and/or the supervision or oversight of performance under the Contract.

Executive Order 444. Disclosure of Family Relationships With Other State Employees

Each person applying for employment (including Contract work) within the Executive Branch under the Governor must disclose in writing the names of all immediate family as well as persons related to immediate family by marriage who serve as employees or elected officials of the Commonwealth. All disclosures made by applicants hired by the Executive Branch under the Governor shall be made available for public inspection to the extent permissible by law by the official with whom such disclosure has been filed. Executive Orders 592 and 599. [Executive Order 592 \(Advancing Workforce Diversity, Inclusion, Equal Opportunity, Non-Discrimination, and Affirmative Action\)](#). [Executive Order 599 \(Reaffirming Programs to Ensure Diversity, Equity, and Inclusion for Diverse and Small Massachusetts Businesses in State Procurement and Contracting\)](#). All programs, activities, and services provided, performed, licensed, chartered, funded, regulated, or contracted for by the state shall be conducted without unlawful discrimination based on race, color, age, gender, ethnicity, sexual orientation, gender identity or expression, religion, creed, ancestry, national origin, disability, veteran's status (including Vietnam-era veterans), or background. The Contractor and any subcontractors may not engage in discriminatory employment practices. The Contractor certifies compliance with applicable federal and state laws, rules, and regulations governing fair labor and employment practices. The Contractor also commits to purchase supplies and services from certified minority, women, veteran, service-disabled veteran, LGBT or disability-owned businesses, small businesses, or businesses owned by socially or economically disadvantaged persons; and Contractor commits to comply with any Applicable Department contractual requirements pertaining to the employment of persons with disabilities pursuant to [M.G.L. c. 7 § 61\(u\)](#). These provisions shall be enforced through the contracting Department, the Operational Services Division, and/or the Massachusetts Commission Against Discrimination. Any breach shall be regarded as a material breach of the contract that may subject the contractor to appropriate sanction.

RECORD OF ENVIRONMENTAL CONSIDERATION (REC)

Project ID: LPDM-PJ-01-MA-2024-003 (1)

Title: Lebanon and Sylvan Street Stormwater Management System

NEPA DETERMINATION

Non Compliant Flag: No	EA Draft Date:	EA Final Date:
EA Public Notice Date:	EA Fonsi Date:	Level: CATEX
EIS Notice of Intent Date:	EIS ROD Date:	
Comments:	Project Location/Lat, Long: Intersection of Lebanon St & Sylvan St, Melrose, MA (42.447755, -71.058137) Project Scope of Work: The City of Melrose would use Legislative Pre-Disaster Mitigation (LPDM) funds to develop plans and designs to mitigate flooding effects from storms at the intersection of Lebanon and Sylvan Streets. The project would include records research, development of a hydraulic and hydrologic (H&H) model, and public outreach. Field work would include soils boring, test pits, and wetland delineation. Two to three (2-3) soil borings would be performed at each of the following locations with maximum depths of 20 FT: Outfall (42.443354, -71.062255), Softball Field (42.446726, -71.056933), Cemetery Field (42.445713, -71.060539), and the Dog Park Parking Lot (42.444826, -71.065196); see attached map for details. Soil boring would be conducted from truck-mounted geo-probe units or using hand augers. Staging of equipment would occur on the paved parking lot at the Dog Park location, if needed. Access to boring sites would be from existing roads. Erosion control measures, such as coir logs and plywood/wetland matting, would be used, if necessary. The proposed scope of work is for project scoping activities only and does not include any construction/implementation other than geotechnical investigations. FEMA has no further EHP review requirements unless there is a change to the scope of work. If at a later date, FEMA funding is pursued for implementation or construction of the scoped project, a full review of the construction application package will be required. NEPA Comment: This project is Categorically Excluded from the need to prepare either an Environmental Impact Statement or Environmental Assessment in accordance with the FEMA Instruction 108-1-1 and DHS Instruction 023-01-001-01. - vhanley - 12/18/2024 16:31:08 GMT	

CATEX CATEGORIES

Catex Category Code	Description	Selected
a7	(a7) The commitment of resources, personnel, and funding to conduct audits, surveys, and data collection of a minimally intrusive nature. If any of these commitments result in proposals for further action, those proposals must be covered by an appropriate CATEX. Examples include, but are not limited to: (a) Activities designed to support the improvement or upgrade management of natural resources, such as surveys for threatened and endangered species, wildlife and wildlife habitat, historic properties, and archeological sites; wetland delineations; timber stand examination; minimal water, air, waste, material and soil sampling; audits, photography, and interpretation. (b) Minimally-intrusive geological, geophysical, and geo-technical activities, including mapping and engineering surveys. (c) Conducting Facility Audits, Environmental Site Assessments and Environmental Baseline Surveys, and (d) Vulnerability, risk, and structural integrity assessments of infrastructure.	Yes

EXTRAORDINARY CIRCUMSTANCES

Extraordinary Circumstance Code	Description	Selected ?
	No Extraordinary Circumstances were selected	

ENVIRONMENTAL LAW / EXECUTIVE ORDER

Environmental Law/ Executive Order	Status	Description	Comments
---------------------------------------	--------	-------------	----------

RECORD OF ENVIRONMENTAL CONSIDERATION (REC)

Project ID: LPDM-PJ-01-MA-2024-003 (1)

Title: Lebanon and Sylvan Street Stormwater Management System

Environmental Law/ Executive Order	Status	Description	Comments
Clean Air Act (CAA)	Completed	Project will not result in permanent air emissions - Review concluded	
Coastal Barrier Resources Act (CBRA)	Completed	Project is not on or connected to CBRA Unit or otherwise protected area - Review concluded	
Clean Water Act (CWA)	Completed	Project would not affect any water of the U.S. - Review concluded	
Coastal Zone Management Act (CZMA)	Completed	Project is not located in a coastal zone area and does not affect a coastal zone area - Review concluded	
Executive Order 11988 - Floodplains	Completed	No effect on floodplain/flood levels and project outside floodplain - Review concluded	EO11988: Per 44 C.F.R. Part 9.5(a)(1-2), the project is not the type of activity with the potential to adversely affect the floodplain; the regulations set forth in 44 C.F.R. Part 9 are not applicable. - vhanley - 12/18/2024 16:37:42 GMT
Executive Order 11990 - Wetlands	Completed	Located in wetlands or effects on wetlands	EO11990: Determination based on review of U.S. Fish and Wildlife National Wetlands Inventory, Wetlands Mapper, located at http://www.fws.gov/wetlands/Data/Mapper.html , accessed on 08/16/2024. Borings may take place within wetlands. As required by 44 C.F.R. Part 9, the 8-Step process is required. See Attached 8-Step Documentation. - vhanley - 12/18/2024 16:38:19 GMT
	Completed	Possible adverse effect associated with constructing in or near wetland	
	Completed	8 Step Process Complete - documentation attached - Review concluded	
Executive Order 12898 - Environmental Justice for Low Income and Minority Populations	Completed	No Low income or minority population in, near or affected by the project - Review concluded	EO12898: This project has been determined to have limited or no potential to affect minority or low-income populations according to VI.f and g in Step 1 of the EO12898 Interim Guidance. FEMA has no further EO 12898 responsibilities with regards to these activities. - vhanley - 12/18/2024 16:39:37 GMT
Endangered Species Act (ESA)	Completed	Listed species and/or designated critical habitat present in areas affected directly or indirectly by the federal action	ESA: Determination based on 08/16/2024 review of USFWS site at: https://ecos.fws.gov/ipac/ this project as described will not affect ESA-listed species or designated critical habitat. This HMA award is for Project Scoping activities only and does not allow for any construction/implementation or ground-disturbing activities other than soil borings. - vhanley - 12/18/2024 16:35:21 GMT
	Completed	No effect to species or designated critical habitat (See comments for justification) - Review concluded	

RECORD OF ENVIRONMENTAL CONSIDERATION (REC)

Project ID: LPDM-PJ-01-MA-2024-003 (1)

Title: Lebanon and Sylvan Street Stormwater Management System

Environmental Law/ Executive Order	Status	Description	Comments
Farmland Protection Policy Act (FPPA)	Completed	Project does not affect designated prime or unique farmland - Review concluded	FPPA: Per NRCS Web Soil Survey Mapper located at https://websoilsurvey.nrcs.usda.gov/app/ , the project as described is not located within designated farmland as defined by 7 C.F.R. Part 658.2(a). - vhanley - 12/18/2024 16:36:06 GMT
Migratory Bird Treaty Act (MBTA)	Completed	Project located within a flyway zone	
	Completed	Project does not have potential to take migratory birds - Review concluded	
Magnuson-Stevens Fishery Conservation and Management Act (MSA)	Completed	Project not located in or near Essential Fish Habitat - Review concluded	
National Historic Preservation Act (NHPA)	Completed	Standard Section 106 review	NHPA: Under the terms of the Massachusetts Section 106 Programmatic Agreement, FEMA made a finding of "No Adverse Effect" and sent this finding, along with supporting Section 106 documentation, to the State Historic Preservation Officer (SHPO) and the Tribal Historic Preservation Officers (THPOs) of the Mashpee Wampanoag Tribe, the Narragansett Indian Tribe, and the Wampanoag Tribe of Gay Head (Aquinnah) on 10.16.2024. In compliance with 36 C.F.R. Section 800.3(c)(4) and under the terms of the Massachusetts Programmatic Agreement executed 12.13.2018, the SHPO and THPOs were invited to participate in the consultation regarding this undertaking. However, FEMA received no response from the SHPO or THPOs within 30 days of receipt of FEMA's consultation, and as such, FEMA is moving forward as per, as per 36 C.F.R. Section 800.3(c)(4). See attached consultation documentation. No further consultation is required unless there is a change to the scope of work. - vhanley - 12/18/2024 16:32:50 GMT
	Completed	No properties in the project area are 50 years or older or listed on the National Register - Review concluded	
	Completed	Project affects undisturbed ground	
	Completed	Project area has potential for presence of archeological resources	
	Completed	Determination of historic properties affected	
	Completed	NR eligible resources present in project area. (FEMA finding/ SHPO/THPO concurrence attached)	

RECORD OF ENVIRONMENTAL CONSIDERATION (REC)

Project ID: LPDM-PJ-01-MA-2024-003 (1)

Title: Lebanon and Sylvan Street Stormwater Management System

Environmental Law/ Executive Order	Status	Description	Comments
	Completed	No Adverse Effect Determination. (FEMA finding/ SHPO/THPO concurrence attached) - Review concluded	
State Water and Soil Laws	Completed	Review concluded	MA Wetlands Protection Act: The project as described may require permitting or coordination from the Massachusetts Department of Environmental Protection (MassDEP). See condition(s). - vhanley - 12/18/2024 16:37:16 GMT
Wild and Scenic Rivers Act (WSR)	Completed	Project is not along and does not affect Wild and Scenic River - Review concluded	

CONDITIONS

Special Conditions required on implementation of Projects:

EO11990: See condition under State Water and Soil Law for MA Wetlands Protection Act.

Source of condition: Executive Order 11990 - Wetlands Monitoring Required: No

NHPA CONDITION #1 (human remains): Stop work if human remains are discovered. The project proponent and their contractor must immediately stop all work in the vicinity of the discovery and take reasonable measures to avoid or minimize harm to the remains, project all human remains discoveries, and restrict access to discovery sites. The project proponents and their contractor must follow all state laws associated with the discovery of human remains, including immediately notifying the proper authorities. Violation of state law will jeopardize FEMA funding for this project. The project proponent will inform the Office of the Chief Medical Examiner, the State Archaeologist, the State Emergency Management Agency, and the FEMA Regional Environmental Officer Mary Shanks, 617-901-2204. FEMA will consult with the SHPO and Tribes, if remains are of tribal origin. Work in the vicinity of the discovery(s) may not resume until consultation is completed and appropriate measures have been taken to ensure that the project is compliant with the National Historic Preservation Act and the Native American Graves Protection and Repatriation Act.

Source of condition: National Historic Preservation Act (NHPA) Monitoring Required: No

National Historic Preservation Act Condition #2 (Inadvertent Effects to Structures): Stop work if any unanticipated damage, alteration, collapse, or demolition (complete or partial) occurs to any structure over 45 years of age during construction. The project proponent and their contractor shall immediately stop all work in the vicinity of the damage and take reasonable measures to avoid or minimize additional harm to the structure and make it safe and secure. For Example, structures include, but are not limited to culverts, bridges, stone walls [including those along water channels], and buildings) that are over 45 years of age within or adjacent to the project area. As soon as possible the project proponent shall report the unanticipated impact to structures to the State Emergency Management Agency and the FEMA Regional Environmental Officer Mary Shanks, 617-901-2204; FEMA will determine the next steps.

Source of condition: National Historic Preservation Act (NHPA) Monitoring Required: No

National Historic Preservation Act Condition #3 (staging and access): Staging of equipment and materials and temporary access routes including, but not limited to, routes between staging and work areas shall take place on existing hardened surfaces such as paved or gravel roadways or parking lots. If additional staging areas or access routes are to be established on non-hardened surfaces, the Subrecipient must notify FEMA prior to construction or use. FEMA must review the staging area(s) and/or access route(s) for compliance with all applicable federal environmental planning and historic preservation laws and executive orders. Non-compliance with this requirement may jeopardize receipt of federal funding. Documentation in the form of photographs showing the staging and temporary and permanent access areas in use and shortly after construction is complete is required at closeout.

Source of condition: National Historic Preservation Act (NHPA) Monitoring Required: No

FEDERAL EMERGENCY MANAGEMENT AGENCY
RECORD OF ENVIRONMENTAL CONSIDERATION (REC)

Project ID: LPDM-PJ-01-MA-2024-003 (1)

Title: Lebanon and Sylvan Street Stormwater Management System

National Historic Preservation Act Condition #4 (use of hand augers): Geotechnical investigations within the boundaries of the Wyoming Cemetery will be completed only by the use of hand augers to avoid ground disturbance from heavy machinery.

Source of condition: National Historic Preservation Act (NHPA) Monitoring Required: No

MA Wetlands Protection Act Condition: Before field work (soil borings) begins, the Applicant must obtain a permit/authorization from the Massachusetts Department of Environmental Protection (MassDEP). A copy of the approval/permit, or documentation from the permitting official that an approval/permit is not required, must be forwarded to the State and FEMA for inclusion in the administrative record.

Source of condition: State Water and Soil Laws Monitoring Required: No

Standard Conditions:

Any change to the approved scope of work will require re-evaluation for compliance with NEPA and other Laws and Executive Orders.

This review does not address all federal, state and local requirements. Acceptance of federal funding requires recipient to comply with all federal, state and local laws. Failure to obtain all appropriate federal, state and local environmental permits and clearances may jeopardize federal funding.

If ground disturbing activities occur during construction, applicant will monitor ground disturbance and if any potential archeological resources are discovered, will immediately cease construction in that area and notify the State and FEMA.

Budget Information- Hazard Mitigation Programs

Subrecipient Name / Project Name						Project Identifier (Grant Program#-Project#)					
City of Melrose						LPDM24-003					
Assistance Listings Number:		Federal Tax Identification Number		Budget (Check One)		Budget Period			SFM/Phased Project		
97.143		04-6001401		New ☒ Revised		From: 10/15/25 To : 9/24/27			Yes ☐ No ☒		
FEMA Ob#	Task	Activity/Cost Classification		Eligible and Approved Total Cost (100%)		Approved Local Share (25 %)			Approved Federal Share (75%)		
1	1	Project Management / City Staff		\$ 50,000.00		\$ 12,500.00			\$ 37,500.00		
	2	Preliminary Field Investigations		\$ 231,015.00		\$ 57,753.75			\$ 173,261.25		
	3	Drainage System Study and Data Collection		\$ 150,000.00		\$ 37,500.00			\$ 112,500.00		
	4	Hydraulic and Hydrologic Model for Melrose		\$ 175,000.00		\$ 43,750.00			\$ 131,250.00		
	5	Alternatives Analysis and Impacts		\$ 200,000.00		\$ 50,000.00			\$ 150,000.00		
	6	Identify Permits		\$ 75,000.00		\$ 18,750.00			\$ 56,250.00		
	7	Benefit Cost Analysis		\$ 75,000.00		\$ 18,750.00			\$ 56,250.00		
	8	Design of Construction Documents		\$ 300,000.00		\$ 75,000.00			\$ 225,000.00		
	9	Existing Conditions Survey		\$ 53,985.00		\$ 13,496.25			\$ 40,488.75		
		SUBTOTAL		\$ 1,310,000.00		\$ 327,500.00			\$ 982,500.00		
		Unavailable Obligated Funds							\$ 17,500.00		
		Subtotal		\$ 1,310,000.00		\$ 327,500.00			\$ 1,000,000.00		
		Project (Program) income									
		Total		\$ 1,310,000.00		\$ 327,500.00			\$ 1,000,000.00		
Approved Cost Share Source:											
Please provide a dollar amount that you anticipate spending in each fiscal year listed below for the federal funds only. Please allocate project costs and management costs (if applicable) separately:											
	PROJECT COSTS - FEDERAL SHARE			SUB-RECIPIENT MGMT COSTS - FEDERAL SHARE			COMBINED PROJECT & MGMT				
	FY26	\$	400,000.00	FY26	\$	-	FY26	\$	400,000.00		
	FY27	\$	582,500.00	FY27	\$	-	FY27	\$	582,500.00		
	FY28	\$	17,500.00	FY28	\$	-	FY28	\$	17,500.00		
	TOTAL	\$	1,000,000.00	TOTAL	\$	-	TOTAL	\$	1,000,000.00		
For Phased/SFM Projects, the Federal Funds obligations will be broken down by tasks and duration of the tasks.											
Mitigation Project Milestone Work Schedule											
Ob#	FEMA Amendment #		Duration (Months)	Federal Share Amount		Date of obligation					
1	N/A			\$ -							

MITIGATION PROJECT WORK SCHEDULE

Applicant: **City of Melrose**

Grant: **LPDM24-003**

Taskⁱ	Estimated Task Start Date ²	Task Duration (in months)	Estimated Task End Date
Existing Conditions Survey (Pre-Award)			
Project Management	Aug 1, 2025	25	Sept 24, 2027
Preliminary Field Investigations	Aug 1, 2025	8	April 1, 2026
Drainage System Study and Data Collection	Dec 1, 2025	12	Dec 1, 2026
Hydraulic and Hydrologic Model for Melrose	Apr 1, 2026	15	Jul 1, 2027
Alternatives Analysis and Impacts	Apr 1, 2026	15	Jul 1, 2027
Identify Permits	Apr 1, 2026	15	Jul 1, 2027
Benefit Cost Analysis	Jun 1, 2026	12	Jun 1, 2027
Public Outreach	May 1, 2026	14	Jul 1, 2027
Design of Construction Documents	Apr 1, 2026	15	Jul 1, 2027
Closeout with MEMA	Jul 1, 2027	2	Sep 24, 2027
Total Estimated Time for Project Completion		25 Months	

1. Enter tasks in the first column. These should be major milestones as detail does not have to be budgeted at the micro level. Tasks could include planning, engineering/design, construction, project management, etc.

2. Estimate first task start date 90 days from receipt of contract package.

DESIGNATION OF PROJECT MANAGER FORM

(Name of Project Manager)

(Official Title)

is responsible for the administration, work monitoring, and the coordination of MEMA Mitigation Programs
for the City of Melrose
(Applicant)

Project Manager:

Typed Name and Official Title

Signature

Street Address

City/Town

Zip Code

Telephone Number

Fax Number

e-mail

AUTHORIZING OFFICIAL:

Typed Name and Official Title

Signature

Street Address

City/Town

Zip Code

Telephone Number

Fax Number

e-mail

Please return this completed form as soon as possible to:
Massachusetts Emergency Management Agency
Hazard Mitigation Department
400 Worcester Road
Framingham, MA 01702-5399

Federal Funding Accountability and Transparency Act Compliance Form

Please complete and return this form with contracts.

Part 1. In order to comply with the Federal Funding Accountability and Transparency Act (FFATA), the Massachusetts Emergency Management Agency may only award grants and contracts to entities with the Unique Entity Identifier (UEID). Effective April 4, 2022, the UEID has replaced your entity's DUNS number. UEID numbers are used as identifiers for tracking purposes and to validate address and point of contact information for federal assistance applicants, recipients, and sub-recipients. The UEID number will be used throughout a grant's life cycle. Please consult your accounting department to obtain your organization's UEID. To request a UEID or to review the one already assigned to you, please visit www.SAM.gov.

Table 1. Award Information

Name of Entity Receiving Award	City of Melrose
Street Address	562 Main Street
City, State, Zip	Melrose, MA 02176
Contact Name	Jennifer Grigoraitis, Mayor
Contact Phone Number	(781) 979-4440
Congressional District	5th
Amount of Award	\$1,000,000.00
Unique Entity Identifier (UEID)	GC1NNMCL4Y88
Transaction Type	Reimbursement
Assistance Listing#	97.143
Program Source	Pre-Disaster Mitigation Grant Program
Award Title	Lebanon and Sylvan Street Stormwater Management System

Part 2. FFATA requires information be collected regarding executive compensation. If the gross revenue of your organization exceeds \$25,000,000, more than 80% of the gross revenue is from federal sources, and the public does not have access to this information through other government reports the names, titles, and salaries of the executives with the five highest salaries must be provided. If your organization meets these criteria, please complete Table 2. If your organization does not meet these criteria, please check the statement above the table.

_____ The gross revenue of my organization does not exceed \$25,000,000 and more than 80% of the gross revenue of my organization is not from federal sources and or compensation information is available to the general public.

OR

Table 2 Executive Compensation (by Salary)

First and Last Name	Title	Annual Salary

Signature of authorized official (signed in blue ink)

Date

Printed name of Authorized Official

Title

MEMA Subrecipient Pre-Award Risk Assessment Questionnaire

Subrecipient (Applicant) Name: City of Melrose LPDM24-003

(Includes all departments, divisions, or units within the Municipality or Not-for-Profit receiving federal grant funds)

Per 2 CFR 200.331 section (b), MEMA is required to “evaluate each subrecipient’s risk of non-compliance with Federal statutes, regulations, and the terms and conditions of the subaward for purposes of determining the appropriate subrecipient monitoring.” Please provide the information requested below with your application.

MEMA grant program and fiscal staff will review past performance of subrecipient and information below to determine the extent to which, if any, monitoring or other measures may be taken to support subrecipient compliance.

(1): Has Subrecipient been the direct recipient or a subrecipient of MEMA-issued federal funds within the last two fiscal years:

Yes ☐

No ☐

(if no, please complete corresponding section on next page)

(2): Was Subrecipient required (OMB A-133 or 2 CFR 200 Subpart F) to have an audit of Federal Funds performed in the two most recently closed fiscal years?

Yes ☐

No ☐

Does Subrecipient have any findings or questioned costs related to MEMA federal grants administration in the last two most recently closed fiscal year Audits?

Yes ☐

No ☐

(if yes, please complete corresponding section on next page)

(3): Has Subrecipient employed new personnel or implemented new or substantially changed systems related to Federal Grant Management in the last calendar year?

Yes ☐

No ☐

(if yes, please complete corresponding section on next page)

(4): Has Subrecipient been monitored by any Federal Agency as a direct recipient of Federal Funding in the last two fiscal years.

Yes ☐

No ☐

(if yes, please complete corresponding section on next page)

(5): Does subrecipient conduct federally funded activities under an approved Internal Control Plan that meets federal guidelines and provides for sound financial management of grant activities, including:

- Detection and Prevention of Fraud, Waste, and Abuse;
- Accounting system identification of the receipt and expenditure of program funds separately for each grant/contract;
- Distribution records maintained for an employee when his/her effort are used as a direct cost or match;
- Procurements conducted in compliance with federal procurement requirements.

Yes ☐

No ☐

(if there are internal control plan concerns, please complete corresponding section on next page)

Continued on Back



**MEMA Sub-recipient Pre-Award Risk Assessment Questionnaire
Response Form**

(1): If you have not received a grant from MEMA in the last two years, please indicate last grant received from MEMA:

Federal Award Name	Purpose	Amount	Start Date	End Date
---------------------------	----------------	---------------	-------------------	-----------------

(2): Please list below (or attach) the results of any A-133 or Subpart F audits for the last two fiscal years of subrecipient:

Grant Audited	Finding Date	Finding Description
----------------------	---------------------	----------------------------

MEMA will send a letter to subrecipient seeking additional details on the above finding(s), requesting subrecipient response and Corrective Action Plan, and setting a schedule for MEMA to issue a Management Decision.

(3): Please describe any new systems or staffing that may impact federal grant award administration:

(4): Please describe (or attach) the results of federal monitoring received within the last two fiscal years:

(5): Please describe any Internal Control-related concerns:

My signature below indicates that I have reviewed the relevant accounting, internal control, and program staffing and management systems of my organization, that the above information is complete and correct, and that all efforts to minimize the risk of noncompliance have and will be taken by my organization.

Signature _____

Date _____

Printed Name _____

Title _____

Massachusetts Emergency Management Agency Terms and Conditions for Hazard Mitigation Assistance (HMA) Grant Programs

1. GRANT MODIFICATIONS: The Scope of Work, Budget and Work Schedule that was approved by FEMA and is included in this State Contract, is the only work that is eligible for reimbursement. Any potential modifications must be requested and approved, in advance of any changes being implemented.

a. **Period of Performance Time Extensions:** Requests for time extensions to the performance period/contract end date will be considered but will not be granted automatically. **The request must be submitted to MEMA in writing using the MEMA Grant Modification Request form a minimum of 90 days prior to the contract end date.** The request must include a written explanation of the reason(s) for the delay, an accounting of the funds spent and remaining funds available to support the extended performance period /contract end date, and a description of the performance measures necessary to complete the mitigation activity. The grant must be in compliance with all program requirements including current financial and quarterly progress reports, in order for a time extension to be considered. Please confer with mitigation staff on any request.

b. **Budget Amendments:** In order to modify the approved budget line items delineated in this State Contract, the sub-recipient shall request a Budget Amendment using the Grant Modification Request form, which will be provided by MEMA. Requests for budget amendments must include a budget reallocation form delineating the proposed budget change(s), as well as a narrative justification for the proposed change(s). The request shall be reviewed by MEMA in accordance with 2 CFR 200.308 and FEMA HMA Guidance. FEMA review and approval may be required in certain circumstances. If approved, the budget amendment will be incorporated into the State Contract by letter or contract amendment, as appropriate. Amendments to fiscal year projections must be requested no later than May 1, to ensure a revised contract is executed prior to the end of the state fiscal year.

b.1. **Contingency Cost:** A contingency cost is an allowance in the total cost estimate to cover situations that cannot be fully defined at the time the cost estimate is prepared, but that will likely result in additional eligible costs. Contingency funds, if included in the FEMA-approved budget, are not automatically available for use. Prior to their release, contingency funds must be re-budgeted to another direct cost category. Any changes to access contingency funds and re-budget to another direct cost category must be requested in writing to MEMA. If approved by MEMA, the request will be submitted to FEMA for approval. The written request should demonstrate what unforeseen condition related to the project arose that required the use of contingency funds.

c. **Scope of Work Modifications:** The Scope of Work included in this State Contract, as approved by FEMA, is the only work that is eligible. Scope of Work modifications must be approved prior to the implementation of the requested change. There is no guarantee that a scope of work modification will be approved. In order to modify the approved accomplishments delineated in the scope of work of this Agreement, the sub-recipient shall request a scope of work modification on the Grant Modification Request form, which will be provided by MEMA. Each request for a scope of work modification shall delineate the proposed change(s) in scope, and a new budget and work schedule if necessary. If the modification results in additional costs, a new Benefit Cost Analysis (BCA) is required and must be submitted to FEMA for approval along with the request to modify the scope of work. The request shall be reviewed by MEMA, and, if approved, sent to FEMA for review. If the change is approved by FEMA, it will be incorporated into this State Contract by letter or contract amendment, as appropriate. All approvals will be at FEMA's discretion, and in accordance with all regulations. Please confer with mitigation staff on any requests.

2. DESIGNATION OF PROJECT MANAGER: The name of the sub-recipient's Project Manager and the duties of the named individual under this Agreement are provided through the Designation of Project Manager Form. If the sub-recipient's Project Manager should change during the course of this Agreement, the sub-recipient shall notify MEMA within ten (10) business days by providing an updated Designation of Project Manager form to MEMA. The Project Manager does not have to be an Authorized Signatory for the sub-recipient.

Massachusetts Emergency Management Agency Terms and Conditions for Hazard Mitigation Assistance (HMA) Grant Programs

3. QUARTERLY REPORTS: All sub-recipients are required to submit a quarterly report on the form provided by MEMA, as evidence of project progress and any project issues that materialize. The report is due on October 1st, January 1st, April 1st and July 1st of each year. The information on these reports is expected to reflect the current status of the project. Quarterly reports do not substitute a grant modification request as outlined above. Data from these reports is transmitted to FEMA in accordance with FEMA program requirements. Failure to submit quarterly reports in a timely manner may jeopardize federal reimbursement.

4. REQUEST FOR FUNDS: Only the costs delineated in the Budget of this agreement as approved expenditures, and defined as allowable costs in 2 CFR Part 200, are eligible for reimbursement. Only those costs incurred during the time periods specified in the State Contract are eligible for reimbursement. Funds under this Agreement shall be released by MEMA to the sub-recipient on a reimbursement basis or in special instances, on a short-term advance basis as authorized by Federal law and negotiated with MEMA, consistent with Federal and State regulations. Funds shall be requested from MEMA on the Request for Funds form provided by MEMA. The grant represents the federal share of the project. The federal share is typically up to 75% of the total eligible project costs. FEMA will notify MEMA when the federal share is increased/decreased, and to which HMA grant programs the modified federal share will apply; MEMA will update and issue a revision of the applicable Notice of Funding Opportunity detailing the new cost share. Should project costs increase, the local share must increase as the federal share is fixed once it is awarded. Final requests for funds must be submitted no later than thirty (30) days after the contract end date, or thirty (30) days after the project completion, whichever occurs first (project completion is defined as a final site visit for construction projects; issuance of final deliverables for planning projects).

5. DOCUMENTATION REQUIRED FOR RELEASE OF FUNDS: The sub-recipient shall provide the following documentation to MEMA concurrent with each Request for Funds form:

- a. Documentation which demonstrates that the work for which funding is requested is completed in accordance with applicable Federal, State, and local codes and standards. This includes permits, inspection reports, photos, description of the work performed in sufficient detail, etc.
- b. Documentation which demonstrates that the goods and/or services for which reimbursement is requested were procured in a manner consistent with local and state policies and in accordance with Federal procurement regulations in 2 CFR Part 200. This includes bids, notifications, contracts, etc.
- c. Vendor/supplier invoices that provide detail for date(s) of service, tasks completed, and detail by line item. For construction projects, Certified Payroll is required.
- d. Documentation that demonstrates that payment was made by the sub-recipient to vendors/suppliers ("Proof of Payment"). This may include, but is not limited to, cancelled checks and General Ledger reports. Documentation which demonstrates the expenditure of the required local cost-share. Where "in-kind" services are provided by the sub-recipient, timecards, payroll reports and appropriate reports that show detail of the work completed will be required.
- e. For elevation and retrofit (i.e. utility) projects, a Homeowner Elevation Summary Sheet must be completed for each property, with all required documentation attached.

6. COST OVERRUN: Cost overruns can only be requested by sub-recipients of the Hazard Mitigation Grant Program; cost overrun funding is not available for any other HMA grant program. MEMA must be notified immediately at the time the sub-recipient is aware of the cost overrun. This could be when bids or change orders are received for the project. The sub-recipient must cover the cost overrun with local funds. When submitting their cost overrun request to MEMA, the sub-recipient must also include a new cost estimate along with an updated BCA, with all appropriate back-up documentation. Cost overruns may be considered if there are available funds remaining in the overall grant program. MEMA will review the request, and if approved, will forward to FEMA for their review and approval. If FEMA approval is obtained, a new obligation will be incurred for the federal share of total eligible overrun costs. There is no guarantee that cost overruns will be approved. Please confer with mitigation staff on any requests. (See overruns caused by scope of work modifications above). If a cost overrun is approved, a new state contract will be prepared for signature by the sub-recipient and the State, after which the funds will be reimbursed to the sub-recipient.

Massachusetts Emergency Management Agency Terms and Conditions for Hazard Mitigation Assistance (HMA) Grant Programs

7. PERMITS, BID SPECIFICATION, DESIGN DRAWINGS, PLANS:

- a. The sub-recipient shall provide electronic copies of all permits and approvals required in support of the project prior to construction. Failure to obtain all appropriate federal, state, and local environmental permits may jeopardize federal funding. Please note that any changes made in the review, consultation or permitting process must be reviewed by MEMA and may need FEMA approval before construction proceeds.
- b. The sub-recipient shall provide an electronic set of all preliminary and final bid specifications, design drawings, and/or plans for this project prior to the start of construction.

8. CLOSEOUT: The sub-recipient must notify MEMA upon completion of the project so that final site visits (if required) can be scheduled. Within thirty (30) days of project completion, the sub-recipient shall provide to MEMA the following:

- Final request for funds with all appropriate backup documentation.
- For construction projects: all signed and recorded completion certificates, including but not limited to, MA Department of Environmental Protection Order of Conditions (WPA Form 5), Certificate of Compliance (WPA Form 8B), US Army Corps of Engineers permits, and others as required.
- For construction projects: an electronic set of final “as-built” plans/drawings.
- For non-construction projects: deliverables in accordance with the Scope of Work.

Final payment will not be made until MEMA is in receipt of all final deliverables. For Acquisition and Structure Elevation projects, refer to the 2015 Hazard Mitigation Guidance Addendum Section A and Section E for additional close-out documentation requirements such as, but not limited to, recorded deed, statement of voluntary participation, FEMA Form AW-501, NFIP Repetitive Loss Update Worksheet, and final elevation certificate.

9. RECORD KEEPING AND RETENTION, INSPECTION OF RECORDS: The sub-recipient shall maintain records, books, files and other data as specified in a contract and in such detail as shall properly substantiate claims for payment under a contract, for a minimum retention period of seven (7) years beginning on the first day after the final payment under a contract, or such longer period as is necessary for the resolution of any litigation, claim, negotiation, audit, or other inquiry involving a contract. MEMA shall have access, as well as any parties identified under Executive Order 195, during the sub-recipient’s regular business hours and upon reasonable prior notice, to such records, including on-site reviews and reproduction of such records at a reasonable expense.

10. PROJECT SIGN: For physical construction projects with total costs over \$500,000.00 and located within a contiguous site, the sub-recipient shall erect a sign, at a suitable location near the project site. This sign shall be at least eight (8) feet long by four (4) feet high and meet the specifications delineated by MEMA. Please confer with the mitigation staff on this requirement.

11. COPYRIGHT: FEMA and MEMA reserve a royalty free, non-exclusive, and irrevocable right to reproduce, publish, or otherwise use, and to authorize others to use the work for government purposes. Any publication resulting from work performed under this agreement shall include an acknowledgement of Massachusetts Emergency Management Agency.

Prior to acceptance of these terms and conditions, sub-recipient must evaluate its policies, procedures, and management systems for risk of non-compliance with any of the above terms and conditions, inclusive of all requirements of FEMA and 2 CFR Part 200. Any identified areas of risk must be brought to the attention of MEMA prior to the execution of this contract in order to determine and implement the appropriate remedy.

Sub-recipient should reference all other documents made part of this contract, including the FEMA HMGP Terms and Conditions (if applicable), and the Department of Homeland Security Standard Terms and Conditions. Failure to comply with all Terms and Conditions of this State Contract could jeopardize the sub-recipients Federal Funding.

Massachusetts Emergency Management Agency Terms and Conditions for Hazard Mitigation Assistance (HMA) Grant Programs

By signing below, the sub-recipient certifies that it understands all obligations and has in place or will implement policies and procedures that meet or exceed the standards and requirements above. Acceptance of payment for the activities under this State Contract indicates that all actions taken by the sub-recipient for the purposes of this grant program were done so in compliance with all grant requirements and all applicable terms, laws, and regulations, including the certification statement above.

Signature of Authorized Signatory

Date

Printed Name

Title

FY 2024 DHS STANDARD TERMS AND CONDITIONS

The Fiscal Year (FY) 2024 Department of Homeland Security (DHS) Standard Terms and Conditions apply to all new federal awards of federal financial assistance (federal awards) for which the federal award date occurs in FY 2024 and flow down to subrecipients unless a term or condition specifically indicates otherwise. For federal awards that may involve continuation awards made in subsequent FYs, these FY 2024 DHS Standard Terms and Conditions will apply to the continuation award unless otherwise specified in the terms and conditions of the continuation award. The United States has the right to seek judicial enforcement of these terms and conditions.

All legislation and digital resources are referenced with no digital links. These FY 2024 DHS Standard Terms and Conditions are maintained on the DHS website at <https://www.dhs.gov/publication/fy15-dhs-standard-terms-and-conditions>.

A. Assurances, Administrative Requirements, Cost Principles, Representations, and Certifications

- I. Recipients must complete either the Office of Management and Budget (OMB) Standard Form 424B Assurances – Non- Construction Programs, or OMB Standard Form 424D Assurances – Construction Programs, as applicable. Certain assurances in these documents may not be applicable to your program and the DHS financial assistance office (DHS FAO) may require applicants to certify additional assurances. Applicants are required to fill out the assurances as instructed by the federal awarding agency.

B. General Acknowledgements and Assurances Recipients are required to follow the applicable provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards in effect as of the federal award date and located at 2 C.F.R. Part 200 and adopted by DHS at 2 C.F.R. § 3002.10.

All recipients and subrecipients must acknowledge and agree to provide DHS access to records, accounts, documents, information, facilities, and staff pursuant to 2 C.F.R. § 200.337.

- I. Recipients must cooperate with any DHS compliance reviews or compliance investigations.
- II. Recipients must give DHS access to examine and copy records, accounts, and other documents and sources of information related to the federal financial assistance award and permit access to facilities and personnel.
- III. Recipients must submit timely, complete, and accurate reports to the appropriate DHS officials and maintain appropriate backup documentation to support the reports.
- IV. Recipients must comply with all other special reporting, data collection, and evaluation requirements required by law, federal regulation, Notice of Funding Opportunity, federal award specific terms and conditions, and/or federal awarding agency program guidance.
- V. Recipients must complete the DHS Civil Rights Evaluation Tool within thirty (30) days of receiving the Notice of Award for the first award under which this term applies. Recipients of multiple federal awards from DHS should only submit one completed tool for their organization, not per federal award. After the initial submission, recipients are required to complete the tool once every two (2) years if they have an active federal award, not every time a federal award is made. Recipients must submit the completed tool, including supporting materials, to CivilRightsEvaluation@hq.dhs.gov. This tool clarifies the civil rights obligations and related reporting requirements contained in these DHS Standard Terms and

FY 2024 DHS STANDARD TERMS AND CONDITIONS

Conditions. Subrecipients are not required to complete and submit this tool to DHS. The evaluation tool can be found at <https://www.dhs.gov/publication/dhs-civil-rights-evaluation-tool>. DHS Civil Rights Evaluation Tool | Homeland Security

The DHS Office for Civil Rights and Civil Liberties will consider, in its discretion, granting an extension to the 30-day deadline if the recipient identifies steps and a timeline for completing the tool. Recipients must request extensions by emailing the request to CivilRightsEvaluation@hq.dhs.gov prior to expiration of the 30-day deadline.

C. Standard Terms & Conditions

I. Acknowledgement of Federal Funding from DHS

Recipients must acknowledge their use of federal award funding when issuing statements, press releases, requests for proposal, bid invitations, and other documents describing projects or programs funded in whole or in part with federal award funds.

II. Activities Conducted Abroad

Recipients must coordinate with appropriate government authorities when performing project activities outside the United States obtain all appropriate licenses, permits, or approvals.

III. Age Discrimination Act of 1975

Recipients must comply with the requirements of the Age Discrimination Act of 1975, Pub. L. No. 94-135 (codified as amended at 42 U.S.C. § 6101 *et seq.*), which prohibits discrimination on the basis of age in any program or activity receiving federal financial assistance.

IV. Americans with Disabilities Act of 1990

Recipients must comply with the requirements of Titles I, II, and III of the Americans with Disabilities Act, Pub. L. No. 101-336 (1990) (codified as amended at 42 U.S.C. §§ 12101– 12213), which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities.

V. Best Practices for Collection and Use of Personally Identifiable Information

Recipients who collect personally identifiable information (PII) as part of carrying out the scope of work under a federal award are required to have a publicly available privacy policy that describes standards on the usage and maintenance of the PII they collect. DHS defines PII as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. Recipients may also find the DHS Privacy Impact Assessments: Privacy Guidance and Privacy Template as useful resources respectively.

VI. Civil Rights Act of 1964 – Title VI

Recipients must comply with the requirements of Title VI of the Civil Rights Act of 1964, Pub. L. No. 88-352 (codified as amended at 42 U.S.C. § 2000d *et seq.*), which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance. DHS implementing regulations for the Act are found at 6 C.F.R. Part 21. Recipients of an award from the Federal Emergency Management Agency (FEMA) must also comply with FEMA's implementing regulations at 44 C.F.R. Part 7.

FY 2024 DHS STANDARD TERMS AND CONDITIONS

VII. Civil Rights Act of 1968

Recipients must comply with Title VIII of the Civil Rights Act of 1968, Pub. L. No. 90-284 (codified as amended at 42 U.S.C. § 3601 *et seq.*) which prohibits recipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex, as implemented by the U.S. Department of Housing and Urban Development at 24 C.F.R. Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units—i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)—be designed and constructed with certain accessible features. (See 24 C.F.R. Part 100, Subpart D.)

VIII. Copyright

Recipients must affix the applicable copyright notices of 17 U.S.C. §§ 401 or 402 to any work first produced under federal awards and also include an acknowledgement that the work was produced under a federal award (including the federal award number and federal awarding agency). As detailed in 2 C.F.R. § 200.315, a federal awarding agency reserves a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, or otherwise use the work for federal purposes and to authorize others to do so.

IX. Debarment and Suspension

Recipients must comply with the non-procurement debarment and suspension regulations implementing Executive Orders (E.O.) 12549 and 12689 set forth at 2 C.F.R. Part 180 as implemented by DHS at 2 C.F.R. Part 3000. These regulations prohibit recipients from entering into covered transactions (such as subawards and contracts) with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs or activities.

X. Drug-Free Workplace Regulations

Recipients must comply with drug-free workplace requirements in Subpart B (or Subpart C, if the recipient is an individual) of 2 C.F.R. Part 3001, which adopts the Government-wide implementation (2 C.F.R. Part 182) of the Drug-Free Workplace Act of 1988 (41 U.S.C. §§ 8101-8106).

XI. Duplicative Costs

Recipients are prohibited from charging any cost to this federal award that will be included as a cost or used to meet cost sharing or matching requirements of any other federal award in either the current or a prior budget period. (See 2 C.F.R. § 200.403(f)). However, recipients may shift costs that are allowable under two or more federal awards where otherwise permitted by federal statutes, regulations, or the federal financial assistance award terms and conditions.

XII. Education Amendments of 1972 (Equal Opportunity in Education Act) – Title IX

Recipients must comply with the requirements of Title IX of the Education Amendments of 1972, Pub. L. No. 92-318 (codified as amended at 20 U.S.C. § 1681 *et seq.*), which provide that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving federal financial assistance. DHS implementing regulations are codified at 6 C.F.R. Part 17. Recipients of an award from the Federal Emergency Management Agency (FEMA) must also comply with FEMA's implementing regulations at 44 C.F.R. Part 19.

FY 2024 DHS STANDARD TERMS AND CONDITIONS

XIII. E.O. 14074 – Advancing Effective, Accountable Policing and Criminal Justice Practices to Enhance Public Trust and Public Safety

Recipient State, Tribal, local, or territorial law enforcement agencies must comply with the requirements of section 12(c) of E.O. 14074. Recipient State, Tribal, local, or territorial law enforcement agencies are also encouraged to adopt and enforce policies consistent with E.O. 14074 to support safe and effective policing.

XIV. Energy Policy and Conservation Act

Recipients must comply with the requirements of the Energy Policy and Conservation Act, Pub. L. No. 94-163 (1975) (codified as amended at 42 U.S.C. § 6201 *et seq.*), which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.

XV. False Claims Act and Program Fraud Civil Remedies

Recipients must comply with the requirements of the False Claims Act, 31 U.S.C. §§ 3729-3733, which prohibit the submission of false or fraudulent claims for payment to the Federal Government. (See 31 U.S.C. §§ 3801-3812, which details the administrative remedies for false claims and statements made.)

XVI. Federal Debt Status

All recipients are required to be non-delinquent in their repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. (See OMB Circular A-129.)

XVII. Federal Leadership on Reducing Text Messaging while Driving

Recipients are encouraged to adopt and enforce policies that ban text messaging while driving recipient-owned, recipient-rented, or privately owned vehicles when on official government business or when performing any work for or on behalf of the Federal Government. Recipients are also encouraged to conduct the initiatives of the type described in Section 3(a) of E.O. 13513.

XVIII. Fly America Act of 1974

Recipients must comply with Preference for U.S. Flag Air Carriers (a list of certified air carriers can be found at: [Certificated Air Carriers List | US Department of Transportation](https://www.transportation.gov/policy/aviation-policy/certificated-air-carriers-list), <https://www.transportation.gov/policy/aviation-policy/certificated-air-carriers-list>) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974, 49 U.S.C. § 40118, and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B-138942.

XIX. Hotel and Motel Fire Safety Act of 1990

Recipients must ensure that all conference, meeting, convention, or training space funded entirely or in part by federal award funds complies with the fire prevention and control guidelines of Section 6 of the Hotel and Motel Fire Safety Act of 1990, 15 U.S.C. § 2225a.

XX. John S. McCain National Defense Authorization Act of Fiscal Year 2019

Recipients, subrecipients, and their contractors and subcontractors are subject to the prohibitions described in section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232 (2018) and 2 C.F.R. §§ 200.216, 200.327, 200.471, and Appendix II to 2 C.F.R. Part 200. The statute – as it applies to DHS recipients, subrecipients, and their contractors and subcontractors – prohibits obligating or expending federal award funds on certain telecommunications and video surveillance products and contracting with certain entities for national security reasons.

FY 2024 DHS STANDARD TERMS AND CONDITIONS

XXI. Limited English Proficiency (Civil Rights Act of 1964, Title VI)

Recipients must comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*) prohibition against discrimination on the basis of national origin, which requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance: <https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-access-people-limited> and additional resources on <http://www.lep.gov>.

XXII. Lobbying Prohibitions

Recipients must comply with 31 U.S.C. § 1352 and 6 C.F.R. Part 9, which provide that none of the funds provided under a federal award may be expended by the recipient to pay any person to influence, or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any federal action related to a federal award or contract, including any extension, continuation, renewal, amendment, or modification. Per 6 C.F.R. Part 9, recipients must file a lobbying certification form as described in Appendix A to 6 C.F.R. Part 9 or available on Grants.gov as the Grants.gov Lobbying Form and file a lobbying disclosure form as described in Appendix B to 6 C.F.R. Part 9 or available on Grants.gov as the Disclosure of Lobbying Activities (SF-LLL).

XXIII. National Environmental Policy Act

Recipients must comply with the requirements of the National Environmental Policy Act of 1969, Pub. L. No. 91-190 (1970) (codified as amended at 42 U.S.C. § 4321 *et seq.*) (NEPA) and the Council on Environmental Quality (CEQ) Regulations for Implementing the Procedural Provisions of NEPA, which require recipients to use all practicable means within their authority, and consistent with other essential considerations of national policy, to create and maintain conditions under which people and nature can exist in productive harmony and fulfill the social, economic, and other needs of present and future generations of Americans.

XXIV. Nondiscrimination in Matters Pertaining to Faith-Based Organizations

It is DHS policy to ensure the equal treatment of faith-based organizations in social service programs administered or supported by DHS or its component agencies, enabling those organizations to participate in providing important social services to beneficiaries. Recipients must comply with the equal treatment policies and requirements contained in 6 C.F.R. Part 19 and other applicable statutes, regulations, and guidance governing the participations of faith-based organizations in individual DHS programs.

XXV. Non-Supplanting Requirement

Recipients of federal awards under programs that prohibit supplanting by law must ensure that federal funds supplement but do not supplant non-federal funds that, in the absence of such federal funds, would otherwise have been made available for the same purpose.

XXVI. Notice of Funding Opportunity Requirements

All the instructions, guidance, limitations, scope of work, and other conditions set forth in the Notice of Funding Opportunity (NOFO) for this federal award are incorporated by reference. All recipients must comply with any such requirements set forth in the NOFO. If a condition of the NOFO is inconsistent with these terms and conditions and any such terms of the Award, the condition in the NOFO shall be invalid to the extent of the inconsistency. The remainder of that condition and all other conditions set forth in the NOFO shall remain in effect.

FY 2024 DHS STANDARD TERMS AND CONDITIONS

XXVII. Patents and Intellectual Property Rights

Recipients are subject to the Bayh-Dole Act, 35 U.S.C. § 200 *et seq.* and applicable regulations governing inventions and patents, including the regulations issued by the Department of Commerce at 37 C.F.R. Part 401 (Rights to Inventions Made by Nonprofit Organizations and Small Business Firms under Government Awards, Contracts, and Cooperative Agreements) and the standard patent rights clause set forth at 37 C.F.R. § 401.14.

XXVIII. Procurement of Recovered Materials

States, political subdivisions of states, and their contractors must comply with Section 6002 of the Solid Waste Disposal Act, Pub. L. No. 89-272 (1965) (codified as amended by the Resource Conservation and Recovery Act at 42 U.S.C. § 6962) and 2 C.F.R. § 200.323. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.

XXIX. Rehabilitation Act of 1973

Recipients must comply with the requirements of Section 504 of the Rehabilitation Act of 1973, Pub. L. No. 93-112 (codified as amended at 29 U.S.C. § 794), which provides that no otherwise qualified handicapped individuals in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

XXX. Reporting of Matters Related to Recipient Integrity and Performance

If the total value of any currently active grants, cooperative agreements, and procurement contracts from all federal awarding agencies exceeds \$10,000,000 for any period of time during the period of performance of the federal award, then the recipient must comply with the requirements set forth in the government-wide Award Term and Condition for Recipient Integrity and Performance Matters located at 2 C.F.R. Part 200, Appendix XII, the full text of which is incorporated by reference.

XXXI. Reporting Subawards and Executive Compensation

For federal awards that equal or exceed \$30,000, recipients are required to comply with the requirements set forth in the government-wide award term on Reporting Subawards and Executive Compensation set forth at 2 C.F.R. Part 170, Appendix A, the full text of which is incorporated by reference.

XXXII. Required Use of American Iron, Steel, Manufactured Products, and Construction Materials

Recipients of an award of Federal financial assistance from a program for infrastructure are hereby notified that none of the funds provided under this award may be used for a project for infrastructure unless:

- (1) all iron and steel used in the project are produced in the United States—this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;
- (2) all manufactured products used in the project are produced in the United States—this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and

FY 2024 DHS STANDARD TERMS AND CONDITIONS

- (3) all construction materials are manufactured in the United States—this means that all manufacturing processes for the construction material occurred in the United States.

The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

Waivers

When necessary, recipients may apply for, and the agency may grant, a waiver from these requirements. The agency should notify the recipient for information on the process for requesting a waiver from these requirements.

- (a) When the Federal agency has determined that one of the following exceptions applies, the awarding official may waive the application of the domestic content procurement preference in any case in which the agency determines that:
- (1) applying the domestic content procurement preference would be inconsistent with the public interest;
 - (2) the types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality; or
 - (3) the inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25 percent.

A request to waive the application of the domestic content procurement preference must be in writing. The agency will provide instructions on the format, contents, and supporting materials required for any waiver request. Waiver requests are subject to public comment periods of no less than 15 days and must be reviewed by the Made in America Office.

There may be instances where an award qualifies, in whole or in part, for an existing waiver described at ["Buy America" Preference in FEMA Financial Assistance Programs for Infrastructure | FEMA.gov](#).

Definitions

The definitions applicable to this term are set forth at 2 C.F.R. § 184.3, the full text of which is incorporated by reference.

XXXIII. SAFECOM

Recipients receiving federal financial assistance awards made under programs that provide emergency communication equipment and its related activities must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications. The SAFECOM Guidance is updated annually and can be found at [Funding and Sustainment | CISA](#).

FY 2024 DHS STANDARD TERMS AND CONDITIONS

XXXIV. Terrorist Financing

Recipients must comply with E.O. 13224 and applicable statutory prohibitions on transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. Recipients are legally responsible for ensuring compliance with the E.O. and laws.

XXXV. Trafficking Victims Protection Act of 2000 (TVPA)

Recipients must comply with the requirements of the government-wide financial assistance award term which implements Trafficking Victims Protection Act of 2000, Pub. L. No. 106-386, § 106 (codified as amended at 22 U.S.C. § 7104). The award term is located at 2 C.F.R. § 175.15, the full text of which is incorporated by reference.

XXXVI. Universal Identifier and System of Award Management

Recipients are required to comply with the requirements set forth in the government-wide financial assistance award term regarding the System for Award Management and Universal Identifier Requirements located at 2 C.F.R. Part 25, Appendix A, the full text of which is incorporated reference.

XXXVII. USA PATRIOT Act of 2001

Recipients must comply with requirements of Section 817 of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (USA PATRIOT Act), which amends 18 U.S.C. §§ 175–175c.

XXXVIII. Use of DHS Seal, Logo and Flags

Recipients must obtain written permission from DHS prior to using the DHS seals, logos, crests, or reproductions of flags, or likenesses of DHS agency officials. This includes use of DHS component (e.g., FEMA, CISA, etc.) seals, logos, crests, or reproductions of flags, or likenesses of component officials.

XXXIX. Whistleblower Protection Act

Recipients must comply with the statutory requirements for whistleblower protections at 10 U.S.C § 470141 U.S.C. § 4712.

**FY 2024
PRE-DISASTER MITIGATION PROGRAM
GRANT AGREEMENT ARTICLES**

AL #97.143

RECIPIENT:	Commonwealth of Massachusetts
AGREEMENT NUMBER:	EMB-2024-PD-0004
AMENDMENT NUMBER:	1
DESIGNATED AGENCY:	Massachusetts Emergency Management Agency
PERIOD OF PERFORMANCE:	September 25, 2024 to September 24, 2027

GENERAL INFORMATION

The **Pre-Disaster Mitigation (PDM)** grant program makes federal funds available to state, local, tribal, and territorial governments to plan for and implement sustainable, cost-effective measures designed to reduce the risk to individuals and property from future natural hazards while also reducing reliance on federal funding from future disasters.

The following Articles I-IX are FEMA's Grant Award Terms and Conditions. DHS Grant Award Standard Terms and Conditions follow those Articles. The recipient agrees to abide by all the Grant Award Terms and Conditions in this document, FEMA's Hazard Mitigation Assistance (HMA) Program and Policy Guide (2023), and the FY2024 PDM Notice of Funding Opportunity (NOFO).

ARTICLE I. FEMA AUTHORITY

FEMA agrees to grant to the state, local, tribal, or territorial government identified above, hereinafter referred to as "the recipient," through its designated agency named above, the funds in the amount specified in the obligating document, to support the PDM Grant Program, authorized under Section 203 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (Stafford Act), Public Law 93-288, as amended (42 U.S.C. § 5133). Funding for PDM grants for Fiscal Year (FY) 2024 was appropriated by the Department of Homeland Security Appropriations Act (Act), 2024, Public Law No. 118-47. The Act appropriated specific funding amounts for grants under Section 203 of the Stafford Act for 110 specified pre-disaster mitigation projects through the Act's Joint Explanatory Statement, in the table entitled Community Project Funding/Congressionally Directed Spending, which was incorporated into the Act by reference.

ARTICLE II. PROJECT DESCRIPTION

The recipient shall perform the work described in the application package and made part of these Grant Agreement Articles.

Project#: LPDM-PJ-01-MA-2024-001

Description: Island End River Flood Resilience Project

Total Project Cost: \$175,000.00

Federal Share: \$123,413.00

Non-Federal Share: \$51,587.00

Subapplicant: City of Everett

Brief Description: Complete a scoping grant, which includes finalizing the design of a storm surge barrier along the Island of End River to prevent coastal flooding to the City of Everett infrastructure.

Project#: LPDM-PJ-01-MA-2024-003

Description: Lebanon and Sylvan Street Stormwater Management System

Total Project Cost: \$1,333,333.34

Federal Share: \$1,000,000.00

Non-Federal Share: \$333,333.34

Subapplicant: City of Melrose

Brief Description: Develop planning and design to mitigate flooding effects from storms at the intersection of Lebanon and Sylvan Streets.

Project#: LPDM-PJ-01-MA-2024-004

Description: Mill Creek Resilience Project

Total Project Cost: \$1,333,333.00

Federal Share: \$999,999.75

Non-Federal Share: \$333,333.25

Subapplicant: City of Chelsea

Brief Description: Complete a flood resilience feasibility study and designs for minimizing critical infrastructure damage from coastal surge/extreme precipitation events at three Housing Authority locations along Mill Creek.

Special Condition #1: This project budget includes contingency costs. Contingency assistance is not automatically available for use. Prior to the release of those funds, contingency costs must be re-budgeted to another direct cost category. The budget revision to access contingency assistance requires prior written approval from FEMA. The budget modification written request should

demonstrate what unforeseen conditions related to the project arose that required the use of contingency assistance.

Project#: LPDM-PJ-01-MA-2024-005

Description: Climate Resilience & Equity in Downtown Boston

Total Project Cost: \$1,536,600.00

Federal Share: \$1,150,000.00

Non-Federal Share: \$386,600.00

Subapplicant: City of Boston

Brief Description: Complete a site assessment, collect, and synthesize data, prepare conceptual designs, and engage the local community for three proposed designs to increase flood resiliency at Christopher Columbus Park and Long Wharf in Boston.

Project#: LPDM-PJ-01-MA-2024-006

Description: Cambridge Community Center Resilience Hub

Total Project Cost: \$1,329,000.00

Federal Share: \$993,132.00

Non-Federal Share: \$335,868.00

Subapplicant: City of Cambridge

Brief Description: Purchase and install a resilient clean energy system at the Cambridge Community Center including system upgrades, installation of solar panels on the gym roof, a battery storage system, and the installation of a biodiesel generator on the northwest corner of the building and system controls.

Special Condition #1: FEMA is making this award on September 25, 2024, under the conditions of extraordinary circumstances to the Mitigation Planning Requirements. FEMA must approve the City of Cambridge's local mitigation plan within 12 months of the date of the Federal award. If FEMA does not approve the local mitigation plan by September 25, 2025, FEMA will terminate the Federal award for failing to comply with the terms and conditions of the Federal award as detailed in 2 C.F.R. § 200.340, 44 C.F.R. § 201.6, and the Notice of Funding Opportunity for the FY 2024 PDM Grant Program and impose remedies for noncompliance under 2 C.F.R. § 200.339.

Special Condition #2: This project budget includes contingency costs. Contingency assistance is not automatically available for use. Prior to the release of those funds, contingency costs must be re-budgeted to another direct cost category. The budget revision to access contingency assistance requires prior written approval from FEMA. The budget modification written request should

demonstrate what unforeseen conditions related to the project arose that required the use of contingency assistance.

Project#: LPDM-PJ-01-MA-2024-007

Description: Watershed Lane Culvert Replacement Project (**Funding Hold – Refer to Article VI below**)

Total Project Cost: \$1,700,000.00

Federal Share: \$1,275,000.00

Non-Federal Share: \$425,000.00

Subapplicant: Chelmsford Water District

Brief Description: Construction of a new culvert system on Watershed Lane to reduce flooding of the surrounding roadway. The stormwater collection improvements include a new rectangular concrete arch culvert and an upsized concrete pipe culvert. This project aims to prevent flooding of Watershed Lane, which is the sole access road to the Chelmsford Water District offices and facilities. The project also includes a gravel access road to these buildings to account for residual flooding risk outside the proposed level of protection.

Special Condition #1: FEMA is making this award on September 25, 2024, under the conditions of extraordinary circumstances to the Mitigation Planning Requirements. FEMA must approve the Chelmsford Water District's local mitigation plan within 12 months of the date of the Federal award. If FEMA does not approve the local mitigation plan by September 25, 2025, FEMA will terminate the Federal award for failing to comply with the terms and conditions of the Federal award as detailed in 2 C.F.R. § 200.340, 44 C.F.R. § 201.6, and the Notice of Funding Opportunity for the FY 2024 PDM Grant Program and impose remedies for noncompliance under 2 C.F.R. § 200.339.

Special Condition #2: This project budget includes contingency costs. Contingency assistance is not automatically available for use. Prior to the release of those funds, contingency costs must be re-budgeted to another direct cost category. The budget revision to access contingency assistance requires prior written approval from FEMA. The budget modification written request should demonstrate what unforeseen conditions related to the project arose that required the use of contingency assistance.

Project#: LPDM-PJ-01-MA-2024-008

Description: Scituate Harbor Seawall (**Funding Hold – Refer to Article VI below**)

Total Project Cost: \$7,626,963.75

Federal Share: \$5,500,000.00

Non-Federal Share: \$2,126,963.75

Subapplicant: Massachusetts Emergency Management Agency

Brief Description: Replacing approximately 800 linear feet of existing seawall with a new enhanced structure. The proposed structure is identified to have a top-of-wall elevation of 19.0 feet (NAVD88), which is approximately 5 feet higher than the current infrastructure. The proposed design also includes a more significant seawall foundation and scour stones. The project is presented to reduce flooding impacts in Scituate, MA.

Special Condition #1: This project budget includes contingency costs. Contingency assistance is not automatically available for use. Prior to the release of those funds, contingency costs must be re-budgeted to another direct cost category. The budget revision to access contingency assistance requires prior written approval from FEMA. The budget modification written request should demonstrate what unforeseen conditions related to the project arose that required the use of contingency assistance.

Special Condition #2: Following construction of the Proposed Action, the Town must apply with FEMA for a Letter of Map Revision (“LOMR”) in accordance with 44 C.F.R. Part 65.6. Instruction on both of these map revision processes can be found at the following link: [Letters of Map Revision and Conditional Letters of Map Revision | FEMA.gov](#).

Project#: LPDM-PJ-01-MA-2024-009

Description: Sea Wall along Manet Ave in Houghs Neck (**Funding Hold – Refer to Article VI below**)

Total Project Cost: \$1,374,300.83

Federal Share: \$450,000.00

Non-Federal Share: \$924,300.83

Subapplicant: City of Quincy

Brief Description: Restore approximately 1,500 feet of the seawall, including the installation of new steel sheet piles and precast concrete caps. The existing seawall will be removed, and new piles driven to form a robust foundation. The seawall will then be reconstructed using precast concrete caps, providing a durable and long-lasting barrier against wave action and coastal hazards. The project will also involve the installation of new drainage systems to ensure proper water management, reducing the risk of flooding and erosion.

Special Condition #1: FEMA is making this award on September 25, 2024, under the conditions of extraordinary circumstances to the Mitigation Planning Requirements. FEMA must approve the City of Quincy’s local mitigation plan within 12 months of the date of the Federal award. If FEMA does not approve the local mitigation plan by September 25, 2025, FEMA will terminate the Federal award for failing to comply with the terms and conditions of the Federal award as detailed in 2 C.F.R. § 200.340, 44 C.F.R. § 201.6, and the Notice of Funding Opportunity for the FY 2024 PDM Grant Program and impose remedies for noncompliance under 2 C.F.R. § 200.339.

Special Condition #2: This project budget includes contingency costs. Contingency assistance is not automatically available for use. Prior to its release of those funds, contingency costs must be re-budgeted to another direct cost category. The budget revision to access contingency assistance requires prior written approval from FEMA. The budget modification written request should demonstrate what unforeseen condition related to the project arose that required the use of contingency assistance.

Special Condition #3: Following construction of the Proposed Action, the Town must apply with FEMA for a Letter of Map Revision (“LOMR”) in accordance with 44 C.F.R. Part 65.6. Instruction on both of these map revision processes can be found at the following link: [Letters of Map Revision and Conditional Letters of Map Revision | FEMA.gov](#).

ARTICLE III. PERIOD OF PERFORMANCE

The Period of Performance shall be 36 months from the date of the award unless otherwise approved by FEMA. All awards must be made by September 30, 2024.

ARTICLE IV. AMOUNT AWARDED

This Grant Award is for the administration and completion of an approved **PDM project**. Funds approved under this Grant Agreement may not be used for other purposes. If the costs exceed the amount of FEMA funding approved, then the recipient shall pay the costs that exceed the approved budget.

The FY 2024 PDM Grant Program will provide **\$11,491,544.75** in funding for eligible costs associated with this award. Nevertheless, in accordance with Agreement Article VI, FEMA has placed a funding hold on this award.

All costs charged to awards covered in the FY 2024 PDM NOFO must comply with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements at 2 C.F.R. Part 200 unless otherwise indicated in the NOFO or the terms and conditions of the award. This includes, among other requirements, that costs must be incurred, and products and services must be delivered within the period of performance of the award. *See* 2 C.F.R. § 200.403(h) (referring to budget periods, which for FEMA awards is the same as the period of performance).

ARTICLE V. COST SHARE

The cost share requirement for this award is 75% federal and 25% non-federal.

The cost share for PDM is governed by Section 203(h) of the Stafford Act (42 U.S.C. § 5133(h)):

- a. Small, impoverished communities may receive a federal cost-share of up to 90% of the total cost to implement eligible PDM activities.
- b. The PDM program offers up to 75% federal cost share to all other applicants and subapplicants for mitigation activities.

ARTICLE VI. FUNDING HOLD

Funding Hold: Additional Information Required

FEMA has placed a funding hold on this award, and \$7,225,000.00 is on hold in the FEMA financial systems. The recipient is prohibited from obligating, expending, or drawing down the funds associated with the following projects/investments.

- Project # LPDM-PJ-01-MA-2024-008
Scituate Harbor Seawall
Federal Share: \$5,500,000.00
Subapplicant: Massachusetts Emergency Management Agency
- Project # LPDM-PJ-01-MA-2024-009
Sea Wall along Manet Ave in Houghs Neck
Federal Share: \$450,000.00
Subapplicant: City of Quincy
- Project # LPDM-PJ-01-MA-2024-007
Watershed Lane Culvert Replacement Project
Federal Share: \$1,275,000.00
Subapplicant: City of Chelmsford

To release the funding hold, the recipient must provide a detailed cost breakdown and justification for the projects/investments listed above. FEMA will rescind the funding hold upon its review and approval of the detailed cost breakdown and justification.

If you believe this funding hold was placed in error, please contact the relevant Grants Management Specialist.

Funding Hold: Environmental Planning and Historic Preservation (EHP) Compliance –

This award includes work that requires an Environmental Planning and Historic Preservation (EHP) compliance review. A funding hold is placed on the following investments/projects, and the recipient is prohibited from obligating, expending, or drawing down funds under this award in the amount of \$7,225,000.00 in support of the following investments/projects, with a limited exception for any approved costs associated with the preparation, conduct, and completion of required EHP reviews. Please refer to the applicable NOFO for further information on EHP requirements and other applicable program guidance, including [Environmental & Historic Preservation Guidance for FEMA Grant Applications | FEMA.gov](#) and [FEMA Information Bulletin No. 404](#).

- Project # LPDM-PJ-01-MA-2024-008
Scituate Harbor Seawall
Federal Share: \$5,500,000.00
Subapplicant: Massachusetts Emergency Management Agency
- Project # LPDM-PJ-01-MA-2024-009

Sea Wall along Manet Ave in Houghs Neck
Federal Share: \$450,000.00
Subapplicant: City of Quincy

- Project # LPDM-PJ-01-MA-2024-007
Watershed Lane Culvert Replacement Project
Federal Share: \$1,275,000.00
Subapplicant: City of Chelmsford

To release this hold, the recipient is required to obtain the required FEMA EHP compliance approval for this project pursuant to the FY 2024 PDM NOFO. Failure to comply with this condition may jeopardize your ability to access and expend federal funds for the investments/projects listed above. Please contact your Regional Environmental Officer (REO) to receive specific guidance regarding EHP compliance.

If you have questions about this funding hold or believe it was placed in error, please contact the Regional Environmental Officer (REO).

Rescission of Funding Hold: EHP Compliance

A funding hold was placed on the award under the Agreement Article titled “Funding Hold: Environmental Planning and Historic Preservation (EHP) Compliance,” and \$10,368,132.00 was on hold in the FEMA financial systems. The recipient has met the EHP requirements outlined in that Agreement Article, FEMA has provided EHP compliance approval for the following investments/projects, so FEMA rescinds the hold and releases funds in the amount of \$3,143,132.00 covering these investments/projects:

- Project # LPDM-PJ-01-MA-2024-006
Cambridge Community Center Resilience Hub
Federal Share: \$993,132.00
Subapplicant: City of Cambridge
- Project # LPDM-PJ-01-MA-2024-005
Climate Resilience & Equity in Downtown Boston
Federal Share: \$1,150,000.00
Subapplicant: City of Boston
- Project # LPDM-PJ-01-MA-2024-003
Lebanon and Sylvan Street Stormwater Management System
Federal Share: \$1,000,000.00
Subapplicant: City of Melrose

The recipient may obligate, expend, or draw down funds for these investments/projects consistent with the terms and conditions of this award.

Any change to the approved scope of work will require re-evaluation for compliance with National Environmental Policy Act (NEPA) and other laws and Executive Orders.

This review did not address all federal, state and local requirements. Acceptance of federal funding requires recipient to comply with all federal, state, and local laws. Failure to obtain all appropriate federal, state, and local environmental permits and clearance may jeopardize federal funding.

If ground disturbing activities occur during construction, the recipient will monitor ground disturbance, and if any potential archeological resources are discovered, will immediately cease construction in that area and notify the pass-through entity, if applicable, and FEMA.

ARTICLE VII. ADDITIONAL PDM TERMS AND CONDITIONS

The specific terms and conditions of this agreement are as follows:

Performance Measures

Based on the statutory requirements of Section 203 and the HMA Program and Policy Guide (2023). FEMA has specified minimum project criteria, including that applicants must demonstrate mitigation projects are cost-effective. Benefit-Cost Analysis (BCA) is the method by which the future benefits of a hazard mitigation project are determined and compared to its costs. The result is a Benefit-Cost Ratio (BCR), which is calculated by a project's total of discounted benefits divided by its total of discounted costs. The BCR is a numerical expression of the "cost-effectiveness" of a project. A project is considered cost-effective when the BCR is 1.0 or greater, indicating the benefits of a prospective hazard mitigation project are sufficient to justify the costs. Any methods used to demonstrate cost-effectiveness must comply with all applicable requirements in the FY24 PDM NOFO. Projects that are not cost-effective will not be eligible.

PDM aims to implement projects that reduce risks posed by natural hazards and reduce future losses, by funding priority projects and activities. Priorities include risk reduction of both acute events and chronic stressors, which are either observed or expected. To achieve these goals, for FY24 PDM, the 110 identified Congressional Community Projects prioritize the following types of activities: infrastructure projects, those that mitigate risk to lifelines, and projects proposed by applicants that reduce reliance on federal disaster funding. FEMA will measure the percent of dollars invested in these priorities, which will indicate that PDM projects expect to meet the goal of reducing both risks posed by natural hazards and future losses.

Closeout Reporting Period:

Pursuant to 2 C.F.R. § 200.344(a), the recipient has 120 calendar days after the end of the period of performance to submit all final financial, performance, and other reports required by the terms and conditions of this award, including: (1) the final request for payment, if applicable; (2) the final Federal Financial Report (FFR) (SF-425); (3) the final Performance Progress Report (PPR); (4) a qualitative narrative summary of the impact of those accomplishments throughout the entire period of performance; and (5) other documents specified by program regulations. The closeout reporting deadline for this award is 1/22/2028.

Liquidation Period:

Pursuant to 2 C.F.R. § 200.344(b), the recipient has 120 calendar days after the end of the period of performance to liquidate all obligations incurred under this award. The liquidation deadline for this award is 1/22/2028.

Construction Project Requirements:

Acceptance of federal funding requires FEMA, the recipient, and any subrecipients to comply with all federal, state, and local laws and regulations prior to the start of any construction

activity. Failure to obtain all appropriate federal, state, and local environmental permits and clearances may jeopardize federal funding. Also:

- a. Any change to the approved scope of work will require re-evaluation by FEMA for recipient and subrecipient compliance with the National Environmental Policy Act (NEPA) and other laws and executive orders.
- b. If ground-disturbing activities occur during construction, the recipient and any subrecipients must ensure monitoring of ground disturbance, and if any potential archaeological resources are discovered, the subrecipient will immediately cease construction in that area and notify the recipient and FEMA.
- c. In accordance with 42 U.S.C. § 4012a(a) and FEMA policy, when financial assistance is approved for acquisition or construction purposes within a Special Flood Hazard Area (SFHA), for structures in the SFHA at the time of project completion, flood insurance shall be maintained for the life of the property regardless of transfer of ownership for any properties.

Copyright and Data Rights:

The recipient is free to copyright any original work developed during or under this Grant Agreement. The recipient acknowledges that DHS/FEMA reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and authorize others to use, for federal government purposes:

1. The copyright in any work developed under an award or subaward; and
2. Any rights of copyright to which a recipient or subrecipient purchases ownership with federal support in a manner consistent with 2 C.F.R. § 200.315.

The recipient acknowledges that DHS/FEMA has the right to obtain, reproduce, publish, or otherwise use the data produced under a federal award and authorize others to do so for federal government purposes in a manner consistent with 2 C.F.R. § 200.315.

Enforcement:

FEMA remedies for noncompliance will be processed as specified in 2 C.F.R. §§ 200.339-200.343, and, for acquisitions under this award for open space, FEMA enforcement remedies shall be processed as specified in 44 C.F.R. § 80.19(e), when the Grant Award Terms and Conditions of this Grant Agreement are not met.

Payment:

Recipient shall be paid using the FEMA Payment and Reporting System (PARS), provided the recipient maintains and complies with procedures for minimizing the time between the transfer of funds from the US Treasury and disbursement by the recipient and subrecipients. The recipient commits itself to 1) initiating cash drawdowns only when actually needed for its disbursement; 2) timely financial reporting per FEMA requirements, using the SF-425; and 3)

imposing the same standards of timing and amount upon any subrecipient.

Subrecipients must comply with the same payment requirement as the recipient and must comply with the requirements specified in the recipient's subaward Agreement.

HMA Duplication of Benefits:

HMA funds cannot duplicate or be duplicated by funds received by or available to applicants, subapplicants, or project or planning participants from other sources for the same cost or activity already paid for by another source of funding, such as benefits received from insurance claims, other assistance programs (including previous project or planning grants and subawards from HMA programs), legal awards, or other benefits associated with properties or damage that are or could be the subject of litigation.

Because the availability of other sources of mitigation grant or loan assistance is subject to available information and the means of each individual applicant, HMA does not require proof that other assistance (not including insurance) has been sought. However, it is the responsibility of the property owner to report other benefits received, any applications for other assistance, the availability of insurance proceeds, or the potential for other compensation, such as from pending legal claims for damages, relating to the property.

Where the property owner has an insurance policy covering any loss to the property which relates to the proposed HMA project, the means are available for receiving compensation for a loss or, in the case of increased cost of compliance (ICC), assistance toward certain mitigation projects. FEMA will generally require that the property owner file a claim prior to the receipt of HMA funds.

Additional Non-Discrimination Requirements:

Applicants and subapplicants will ensure that no discrimination occurs. Subrecipients must ensure fairness, equity and equal access when consulting and making offers of mitigation to property owners that benefit from mitigation activities.

Changes in Scope of Work:

Requests for changes to the scope of work (SOW) after award are permissible as long as they do not change the nature or total project cost of the activity, properties identified in the subapplication, the feasibility and effectiveness of the project, or the benefit cost ratio. Requests must be supported by adequate justification from the applicant in order to be processed. The justification includes a description of the proposed change, a written explanation of the reason or reasons for the change, an outline of remaining funds available to support the change, and a full description of the work necessary to complete the activity. All approvals will be at FEMA's discretion, and there is no guarantee that SOW changes will be approved. All changes to the scope of work must be reviewed and approved by EHP prior to the work being completed.

Recoupment of Funds:

FEMA will recoup mitigation planning grant funds for grants that do not meet the deliverable criteria of an adopted, FEMA-approved mitigation plan by the end of the performance period.

Recovery of Funds:

The recipient will process the recovery of assistance paid to subrecipients processed through error, misrepresentation, or fraud or if funds are spent inappropriately. Recovered funds shall be submitted to FEMA as soon as the funds are collected, but no later than 90 days from the expiration date of the appropriate grant award agreement.

Additionally, all costs charged to awards must comply with the grant program's applicable statutes, policies, and requirements, as well as with the terms and conditions of the award. If FEMA staff identify costs that are inconsistent with any of these requirements, these costs may be disallowed, and FEMA may recover funds as appropriate, consistent with applicable laws, regulations, and policies.

Reporting of Fraud:

All fraud identifications will be reported to the Department of Homeland Security Office of Inspector General (OIG). The recipient agrees to cooperate with investigation conducted by the DHS OIG.

Federal Financial Reports (SF-425):

The recipient shall submit the FFR (SF-425) within 30 days of the end of the first federal quarter following execution of this Grant Agreement. The recipient shall submit quarterly FFRs thereafter until the grant ends. Reports are due on January 30, April 30, July 30, and October 30. A report must be submitted for every quarter of the period of performance, including partial calendar quarters, as well as for periods where no grant activity occurs. Future awards and fund drawdowns may be withheld if these reports are delinquent.

ARTICLE VIII. FEMA STANDARD TERMS AND CONDITIONS**Environmental Planning and Historic Preservation (EHP) Review**

DHS/FEMA-funded activities that could have an impact on the environment are subject to the FEMA EHP review process. This review does not address all federal, state, and local requirements. Acceptance of federal funding requires the recipient to comply with all federal, state, and local laws.

DHS/FEMA is required to consider the potential impacts on natural and cultural resources of all projects funded by DHS/FEMA grant funds, through its EHP review process, as mandated by the National Environmental Policy Act; Endangered Species Act; National Historic Preservation Act of 1966, as amended; National Flood Insurance Program regulations; and any other applicable laws, regulations and executive orders. General guidance for FEMA's EHP process is available on the DHS/FEMA Website. Specific applicant guidance on how to submit information for EHP review depends on the individual grant program. Applicants should contact their grant Program Officer to be put into contact with EHP staff responsible for assisting their specific grant program. The FEMA EHP review process must be completed before funds are released to carry out the proposed project; otherwise, DHS/FEMA may not be able to fund the project due to noncompliance with EHP laws, executive orders, regulations, and policies.

If ground-disturbing activities occur during construction, the applicant will monitor ground disturbance, and if any potential archaeological resources are discovered, the applicant will immediately cease work in that area and notify the pass-through entity, if applicable, and DHS/FEMA.

Applicability of DHS Standard Terms and Conditions to Tribes

The DHS Standard Terms and Conditions are a restatement of general requirements imposed upon recipients and flow down to sub-recipients as a matter of law, regulation, or executive order. If the requirement does not apply to Indian tribes or there is a federal law or regulation exempting its application to Indian tribes, then the acceptance by Tribes of, or acquiescence to, DHS Standard Terms and Conditions does not change or alter its inapplicability to an Indian tribe. The execution of grant documents is not intended to change, alter, amend, or impose additional liability or responsibility upon the Tribe where it does not already exist.

Acceptance of Post-Award Changes

In the event that FEMA determines that an error in the award package has been made or if an administrative change must be made to the award package, recipients will be notified of the change in writing. Once the notification has been made, any subsequent requests for funds will indicate the recipient's acceptance of the changes to the award. Please call FEMA Grant Management Operations at (866) 927-5646 or via e-mail to: ASK-GMD@fema.dhs.gov if you have any questions.

Disposition of Equipment Acquired Under the Federal Award

For purposes of original or replacement equipment acquired under this award by a non-state recipient or non-state sub-recipients, when that equipment is no longer needed for the original project or program or for other activities currently or previously supported by a federal awarding agency, you must request instructions from FEMA to make proper disposition of the equipment

pursuant to 2 C.F.R. section 200.313. State recipients and state sub-recipients must follow the disposition requirements in accordance with state laws and procedures.

Prior Approval for Modification of Approved Budget

Before making any change to the FEMA-approved budget for this award, you must request prior written approval from FEMA where required by 2 C.F.R. section 200.308.

For purposes of non-construction projects, FEMA is utilizing its discretion to impose an additional restriction under 2 C.F.R. section 200.308(f) regarding the transfer of funds among direct cost categories, programs, functions, or activities. Therefore, for awards with an approved budget where the federal share is greater than the simplified acquisition threshold (currently \$250,000), you may not transfer funds among direct cost categories, programs, functions, or activities without prior written approval from FEMA where the cumulative amount of such transfers exceeds or is expected to exceed ten percent (10%) of the total budget FEMA last approved.

For purposes of awards that support both construction and non-construction work, FEMA is utilizing its discretion under 2 C.F.R. section 200.308(h)(5) to require the recipient to obtain prior written approval from FEMA before making any fund or budget transfers between the two types of work. You must report any deviations from your FEMA approved budget in the first Federal Financial Report (SF-425) you submit following any budget deviation, regardless of whether the budget deviation requires prior written approval.

Indirect Cost Rate

2 C.F.R. section 200.211(b)(15) requires the terms of the award to include the indirect cost rate for the federal award. If applicable, the indirect cost rate for the award is stated in the budget documents or other materials approved by FEMA and included in the award file.

Build America, Buy America Act (BABAA) Required Contract Provision & Self-Certification

In addition to the DHS Standard Terms & Conditions regarding the Required Use of American Iron, Steel, Manufactured Products, and Construction Materials, recipients and subrecipients of FEMA financial assistance for programs that are subject to the Build America, Buy America Act (BABAA) must include a Buy America preference contract provision as noted in 2 C.F.R. § 184.4 and a self-certification as required by the FEMA Buy America Preference in FEMA Financial Assistance Programs for Infrastructure (FEMA Interim Policy #207-22-0001). This requirement applies to all subawards, contracts, and purchase orders for work performed or products supplied under the FEMA award subject to BABAA.

ARTICLE IX. GOVERNING PROVISIONS

The recipient and any subrecipients shall comply with all applicable laws, regulations, and policies. A non-exclusive list of laws and regulations applicable to PDM grants is attached hereto for reference only.

The recipient and any subrecipients shall also be bound by the 2023 HMA Program and Policy Guide and the FY 2024 PDM NOFO.

Applicable Statutes and Regulations

Section 203 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act, Public Law 93-288, as amended, 42 U.S.C. § 5133

44 CFR Part 80-Property Acquisition and Relocation for Open Space

44 CFR Part 9-Floodplain Management and Protection of Wetlands (as amended, effective September 9, 2024).

2 CFR Part 200-Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards

44 CFR Part 201-Mitigation Planning

31 CFR Part 205-Rules and Procedures for Efficient Federal-State Funds Transfers

2 CFR Part 170-Reporting Subaward and Executive Compensation – Appendix A to Part 170 – Award Term



THE COMMONWEALTH OF MASSACHUSETTS
EXECUTIVE OFFICE OF PUBLIC SAFETY AND SECURITY



MASSACHUSETTS EMERGENCY MANAGEMENT AGENCY

400 Worcester Road Framingham, MA 01702-5399

Tel: 508-820-2000 Fax: 508-820-2030

Website: www.mass.gov/mema

Maura T. Healey
Governor

Dawn Brantley
Director

Kimberley Driscoll
Lt. Governor

Gina K. Kwon
Secretary

November 13, 2025

Jennifer Grigoraitis, Mayor
City of Melrose
562 Main Street
Melrose, MA 02176

Re: Pre-Disaster Mitigation Grant Program
LPDM24-003 Lebanon and Sylvan Street Stormwater Management System

Dear Mayor Grigoraitis,

The Federal Emergency Management Agency (FEMA) has approved Pre-Disaster Mitigation (LPDM) funding for the City of Melrose **Lebanon and Sylvan Street Stormwater Management System** project.

The City of Melrose has received a FEMA award of \$1,000,000.00 and will be reimbursed up to 75% of approved, allowable, and eligible costs, up to the Federal Award, as stipulated by the grant agreement and 2 CFR Part 200. This is a reimbursable grant program and expenses must be incurred and paid, prior to being reimbursed. Please note that any project revisions, changes or deviations from the FEMA-approved grant application must be approved in writing by both MEMA and FEMA in order to be eligible for grant reimbursement. The scope of work for this project does not include R&D.

Please Note: work cannot begin on this project until the contract is executed by all parties and a Notice to Proceed is issued. In order to execute this agreement, the following forms relative to the attached grant agreement must be reviewed, completed and signed.

- 1) **Contractor Authorized Signatory Listing:** A copy of the previously signed CASL is enclosed for your reference. Only those individuals who are named in the Authorized Signatory box may sign Contract documents. If none of the named individuals are able to sign documents at this time, please let me know and a blank CASL form will be sent to you so that the Chief Executive Officer for the Town can re-authorize signatories.
- 2) **Standard Contract Form and Commonwealth Terms and Conditions:** The Authorized Signatory must complete, sign and hand date the form as the Contractor, on page 1 of this document.
- 3) **Record of Environmental Consideration and Scope of Work:** The FEMA REC, including the approved Scope of Work is included for reference.

Region I
P.O. Box 116
365 East Street
Tewksbury, MA 01876
Tel: 978-328-1500 Fax: 978-851-8218

Region II
20 Forge Parkway
Franklin, MA 02038
Tel: 774-613-5400

Region III / IV
1002 Suffield Street
Agawam, MA 01001
Tel: 413-750-1400 Fax: 413-821-1599

- 4) **Budget Information:** The budget has been completed according to the approved budget included in your application, with the funds allocated through the appropriate fiscal years.
- 5) **Work Schedule:** The work schedule has been prepared to coincide with the contract start and end dates.
- 6) **Designation of Project Manager Form:** The Authorized Signatory must appoint a local Project Manager for this Agreement; please complete and sign the form provided.
- 7) **Federal Funding Accountability and Transparency Act (FFATA):** This form must be completed and signed in blue ink.
- 8) **MEMA Sub-recipient Pre-Award Risk Assessment Questionnaire:** This form must be completed and signed by either the Authorized Signatory or CFO.
- 9) **MEMA Terms and Conditions:** These are conditions set forth by MEMA. Please review and sign this document. These conditions/requirements must be satisfied to be eligible for reimbursement.
- 10) **2024 DHS Standard Terms and Conditions:** Please review this document; these conditions/requirements must be satisfied to be eligible for funding.
- 11) **FEMA Award Letter:** A copy of the FEMA Award Letter is enclosed for your reference.

Documents requiring signature must be returned utilizing one of the following methods:

- Utilize Adobe signature to place your electronic signature on each form requiring signature and return by email (this method must show the signatory's name, title and signature date);
- Print the documents, sign the hard copy, scan and return the signed documents by email;
- Print the documents, sign the hard copy and return the original wet ink signed documents by mail.

(Please note that typed text of a name in computer generated cursive script, that is not generated by a digital tool such as Adobe Sign, is not an acceptable form of signature.)

Please return this fully executed contract package within 30 days by email to: patrick.limerick@mass.gov, or by mail to:

**Massachusetts Emergency Management Agency
Attn: Patrick Limerick
Mitigation and Recovery Grants Support Coordinator
400 Worcester Road
Framingham, MA 01702**

Once the Authorized Signatory has signed all required forms, MEMA will approve the contract and return a countersigned copy to you with the Notice to Proceed. Please carefully review all provisions of the attached grant agreement prior to executing the documents.

Please do not hesitate to contact Patrick Limerick at (508)404-4369, or by email at Patrick.limerick@mass.gov, with any questions or concerns regarding these documents.

Sincerely,



Michelle O'Toole
Hazard Mitigation Unit Supervisor
State Hazard Mitigation Officer

Enclosures

Cc: File

Region I
P.O. Box 116
365 East Street
Tewksbury, MA 01876
Tel: 978-328-1500 Fax: 978-851-8218

Region II
20 Forge Parkway
Franklin, MA 02038
Tel: 774-613-5400

Region III / IV
1002 Suffield Street
Agawam, MA 01001
Tel: 413-750-1400 Fax: 413-821-1599

Region I
P.O. Box 116
365 East Street
Tewksbury, MA 01876
Tel: 978-328-1500 Fax: 978-851-8218

Region II
20 Forge Parkway
Franklin, MA 02038
Tel: 774-613-5400

Region III / IV
1002 Suffield Street
Agawam, MA 01001
Tel: 413-750-1400 Fax: 413-821-1599



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

To: Mayor Jennifer Grigoraitis
Melrose City Council

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

cc: Kerriann Golden, CFO/Auditor
Lauren Grymek, Chief of Staff
Jay Coy, Acting City Engineer
James Troup, Deputy DPW Director – Administration & Finance

Date: November 21, 2025

Re: **Lebanon and Sylvan Street Stormwater Management Sysytem – FEMA/MEMA Grant Acceptance**

The City has been awarded \$1M of Congressionally Directed Spending (CDS) federal funding to advance stormwater improvements in the vicinity of Lebanon and Sylvan Streets and Wyoming Cemetery. This is an area of chronic flooding in Melrose, and the City has been working with the Massachusetts Emergency Management Agency (MEMA) for nearly a decade to secure funding to make improvements to this area. The grant is funded by the Federal Emergency Management Agency (FEMA) and passes through MEMA to the City. The grant is to be used for design and permitting of a recommended plan, which we then intend to submit for additional FEMA funding for construction.

The City is required to provide matching funds for this project. Those funds have already been allocated using prior years' free cash in the amount of \$300,000. An additional \$33,000 of in-kind services are proposed to complete the City's match component, thus no new City funds are required to move forward with this grant.

We hereby request the City Council's acceptance of the grant from FEMA/MEMA in the amount of \$1,000,000. The grant agreement document is attached for your reference. The funds will be expended from a dedicated project account set up by the CFO/Auditor and reimbursed by FEMA/MEMA as funds are expended. Thank you for your consideration of this request.



FIRE DEPARTMENT CITY OF MELROSE

OFFICE OF THE CHIEF

John J. White
Chief of Department

**Fire Headquarters, 576 Main Street
Melrose, Massachusetts 02176
Telephone - (781) 979-4404
Fax - (781) 662-2304**

Date: November 6, 2025
To: Mayor Grigoraitis
Re: Mystic Regional Emergency Planning Committee (Mystic REPC)

Honorable Mayor Grigoraitis,

In 1996, the Mystic REPC was formed under the Emergency Planning and Community Right-to-Know Act of 1986. Melrose was one of the six original members. Often emergencies/disasters do not obey local boundaries. The committee was formed to enhance cooperative regional emergency planning and training.

The Mystic REPC conducts 5 monthly meetings and 2 training sessions annually. Member communities are encouraged to invite all identified stakeholders including police, fire emergency management, health, public works, government officials, housing authorities, and industry.

The information, training and links to State and Federal Emergency Management Agencies are paramount to protecting the life and safety of our community.

Since the original signers of the proclamation are no longer in government, the Mystic REPC officers decided that updated signatures from the heads of member communities would be required. For the local heads of government that are not familiar with the Mystic REPC, this would give them an opportunity to know about it.

Thank you for your consideration.

Respectfully submitted,



Joint Proclamation for Mystic Regional Emergency Planning Committee among

Town of Arlington	Town of Lynnfield	City of Saugus
Town of Bedford	City of Malden	City of Somerville
Town of Belmont	City of Medford	Town of Stoneham
Town of Burlington	City of Melrose	Town of Wakefield
City of Chelsea	Town of North Reading	City of Watertown
Town of Concord	City of Peabody	Town of Wilmington
City of Everett	Town of Reading	Town of Winchester
Town of Lexington	City of Revere	Town of Winthrop
City of Lynn	City of Salem	City of Woburn

KNOW ALL PERSONS BY THESE PRESENTS that;

WHEREAS, the provision of local emergency planning is mandated by the Federal Emergency Planning and Community Right to Know Act of 1986 (EPCRA), thereby creating the Massachusetts State Emergency Response Commission (SERC), and

WHEREAS, said Advisory Council has designated each municipality as the local emergency planning committee, and

WHEREAS, municipalities are authorized pursuant to M.G.L. Chapter 40, Section 4A to enter into inter-municipal agreements, and

WHEREAS, the parties to this Agreement wish to coordinate and meet to investigate the parameters of an agreement that may be entered into pursuant to said M.G.L. Chapter 40, Section 4A for the provision of joint local emergency planning services, and

WHEREAS, the parties to this Agreement desire to work cooperatively and enter into a mutually acceptable inter-municipal agreement for the provision of such services under Section 4A of Chapter 40 of the General Laws of Massachusetts.

NOW THEREFORE, the undersigned communities, acting through their respective executive officers, do hereby proclaim, as follows:

1. This agreement is intended for the twenty-seven (27) undersigned communities to accept local plans and to share resources;
2. The parties hereto agree to designate individuals to meet regularly to plan for regional emergency planning services, subject to the approval as required by Section 4A of Chapter 40 of the General Laws of Massachusetts;
3. The parties hereto agree that such representatives shall use their best efforts to complete a suitable regional plan subject to necessary approval by the local executive authorities;
4. Such plan shall clearly state (1) its maximum term and duration not to exceed twenty-five years; (2) the maximum financial liability of the parties thereto as determined by authorizing votes in their respective municipalities; (3) the authorization of the necessary authority to enter into such agreement; (4) the method of keeping records of services performed, cost incurred, and reimbursement and contributions received; (5) the keeping of financial accounts and issuance of financial statements to the parties; (6) the method of payment of bills and invoices; (7) the method of withdrawal of a party from such agreement; (8) the method of appointing officers to serve in such committee; and (9) all other necessary and relevant provisions incidental to the operation and effectiveness of municipal contracts and finance; (10) a resource list comprised of personnel and equipment from, but not limited to, public works, fire, police, emergency management, school, housing, health, and the executive department of each community.

IN WITNESS WHEREOF I have herewith set my hand and seal of the

City/Town of _____

Chief Elected Official

Date

§ 93-6. Leashing requirements. [Amended 5-20-2002 by Ord. No. 02-324]

- A. No person shall own or keep in the City, outside the confines of the owner's or keeper's property, any dog that is not held firmly on a leash.
- B. **REMOVE this language :** The Animal Control Officer may, at his/her discretion, waive the provisions of Subsection A if a determination is made that the owner or keeper has a valid reason to have the dog unleashed or untethered for training, exhibition or show purposes. **[Amended 8-21-2017 by Ord. No. 2018-4]**
- C. Violation of this section shall be punishable as follows:
 - (1) First offense, unaltered or altered: fine of \$50.
 - (2) Second offense, unaltered or altered: fine of \$100.
 - (3) Third offense: \$150.
 - (4) Apprehension: \$10.
 - (5) Confinement: \$10 per day.
 - (6) Kennels: \$100.
 - (7) Seeing eye dogs: no fees.
- D. Exemptions. Dogs will be permitted to go without leashes only within areas designated as "off-leash dog areas" as determined by the Board of Park Commissioners in accordance with § 173-17, provided that: **[Added 6-4-2012 by Ord. No. 2012-180]**
 - (1) All dogs are leashed prior to entering and upon leaving the off-leash dog area.
 - (2) All dogs must be accompanied by a guardian who must remain with his/her dog(s) at all times while using the off-leash dog area.
 - (3) Guardians are legally responsible for their dog(s) and any injuries caused by their dog(s).
 - (4) Guardians may bring no more than three dogs to the off-leash dog area at one time.
 - (5) Guardians must dispose of their dog's fecal matter in accordance with § 93-8.
 - (6) The following dogs are forbidden from entry into the off-leash dog areas:
 - (a) Dogs in heat.
 - (b) Dogs less than six months of age.
 - (c) Dogs without municipal licenses and up-to-date vaccinations.

(d) Aggressive dogs. Any dog that engages in fighting or that does not respond to voice

-
1. Editor's Note: The line "Adoption: all fees and expenses" which immediately followed this subsection in Ord. No. 02-324 was deleted per instructions from the City as superseded by Ord. No. 02-102. See § 93-11.

command.



CITY OF MELROSE

Sarah MacLellan

Chief Assessor

City Hall, 562 Main Street
Melrose, Massachusetts 02176
Telephone - (781) 979-4104
assessor@cityofmelrose.org

To: The Honorable City Council of Melrose

Date: November 7, 2025

From: Sarah MacLellan, MAA
Chief Assessor
Chair, Board of Assessors

Re: Annual Property Tax Classification Public Hearing for Fiscal Year 2026

In accordance with the requirements of Massachusetts General Laws Chapter 40, Section 56, relating to the classification of property, the Board of Assessors requests that a public hearing be scheduled for Monday, December 1, 2025.

The Board of Assessors will provide the City Council with information necessary to make a decision on the adoption of a residential factor and thereby determine the percentages of local tax levy to be borne by each class of real and personal property for the Fiscal Year 2026.

CITY OF MELROSE FISCAL YEAR 2026 CLASSIFICATION OF PROPERTY



TAX CLASSIFICATION HEARING – DECEMBER 1, 2025

PRESENTED BY

THE MELROSE BOARD OF ASSESSORS:

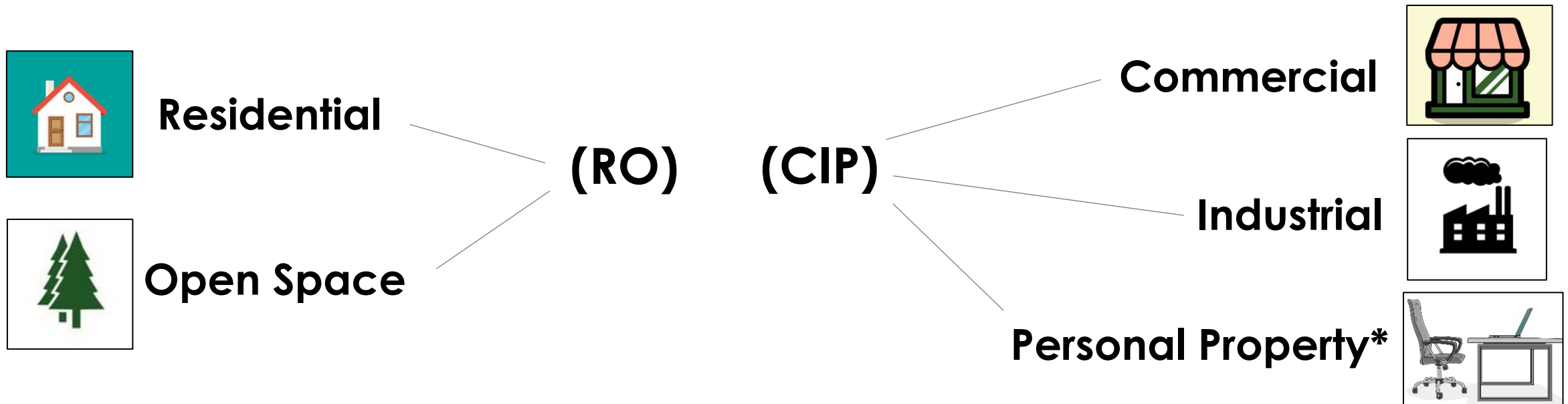
SARAH MACLELLAN

CATHY GULINO

LEE PHALEN

PURPOSE OF THE CLASSIFICATION HEARING

To adopt the City's Tax Policy by allocating the tax levy among the 5 property types:



*Personal property includes all tangible items that are not firmly attached to land or buildings and are not considered part of the real estate.

ACTION REQUIRED BY THE CITY COUNCIL

- **VOTE: Adopt a Residential Factor (Tax Shift)**

This factor governs the percentage of the tax levy to be paid by the Residential Class, with the balance to be shifted to the Commercial, Industrial and Personal Property Classes.

SENIOR CIRCUIT BREAKER EXEMPTION

- Allows the Board of Assessors to qualify Senior applicants for tax relief by a State Income Tax Credit referred to as the “Circuit Breaker Credit”.
- Qualified applicants receive a **property tax exemption equal to 100% of their State Circuit Breaker Income Tax Credit**.
- The total amount of exempted value is to be **allocated within the tax levy (or shifted) to the Residential taxpayers**.
- FY 2026 Circuit Breaker Exemption Program:
 - ❑ 88 Applications, **85 parcels granted exemption** by Board of Assessors
 - ❑ 4th year of Circuit Breaker Exemption in Melrose
 - ❑ **\$157,239** in Tax Dollars exempted, to be shifted ONLY within the Residential Class
 - ❑ Adds **\$.02** to the Residential Tax rate (\$0.02/\$1,000 of Residential Property Value)

RESIDENTIAL FACTOR / THE TAX SHIFT

NOTE: THE TOTAL AMOUNT THAT CAN BE RAISED IN TAXES (MAX. LEVY) REMAINS THE SAME, WHETHER THERE IS A SINGLE OR SPLIT TAX RATE (TAX SHIFT). THE SHIFT DOES NOT RAISE MORE REVENUE, IT SIMPLY CHANGES THE ALLOCATION OF THE TAX BURDEN AMONG THE CLASSES OF TAXPAYERS.

For FY26, adopting a Factor of 1 would result in a residential tax rate of
\$11.93 per \$1,000 of property value*

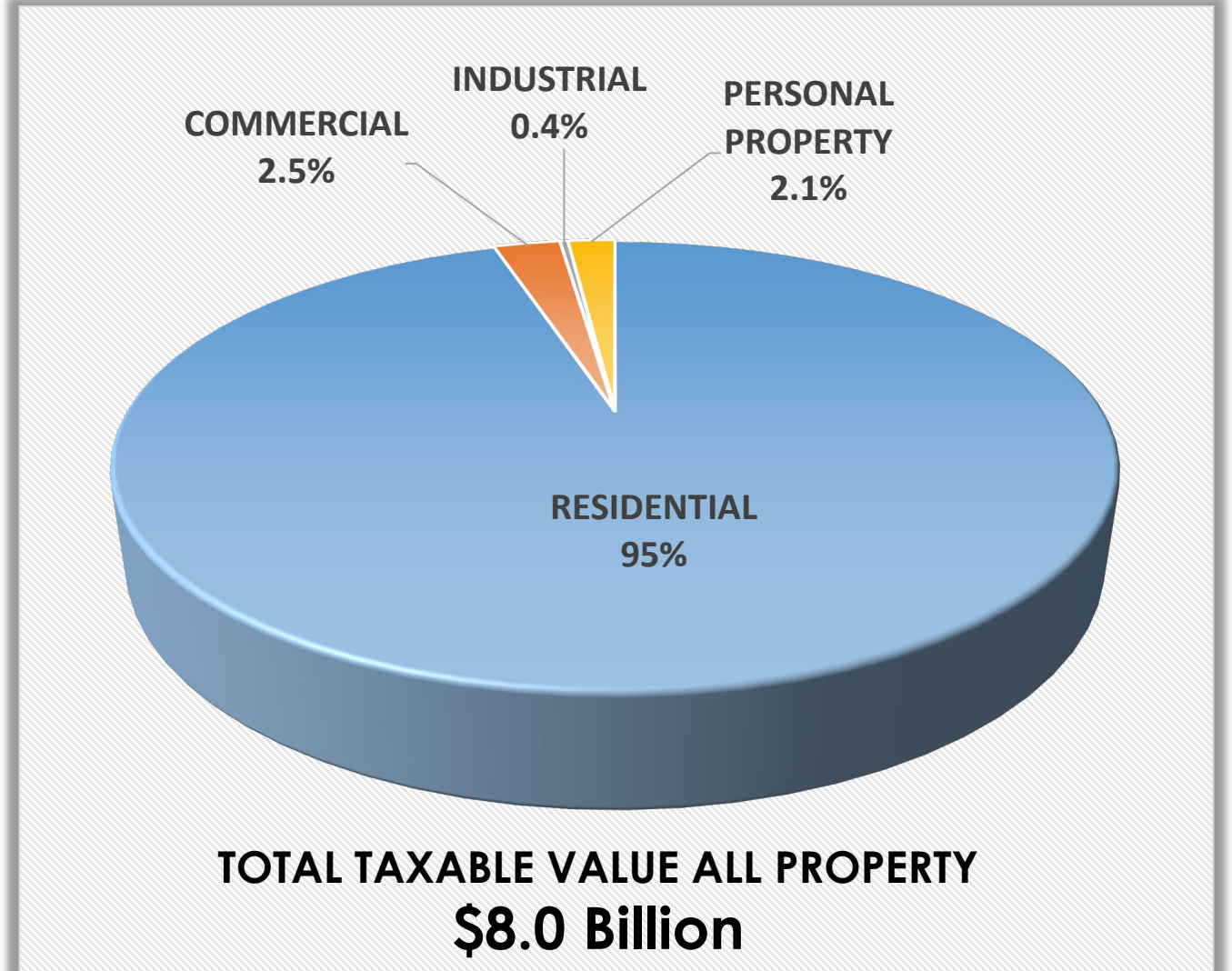
- Adopting a factor less than “1”, to as low as the **Minimum Residential Factor (MRF)**, results in an increasingly greater tax burden shift from the **Residential** class to the **Commercial, Industrial** and **Personal Property (CIP)** classes. The Minimum Residential Factor is determined annually by the DOR and this year again allows for a full shift of 175%

*Note: Final Tax Rates may change slightly when finalized with the Dept. Of Revenue.

FISCAL YEAR 2026 VALUE BY CLASS

	VALUE	% OF LEVY (before shift)
RESIDENTIAL	\$ 7,643,650,879	95.0%
COMMERCIAL	\$ 204,431,461	2.5%
INDUSTRIAL	\$ 30,229,400	0.4%
PERSONAL PROPERTY	\$ 165,911,460	2.1%
TOTAL TAXABLE VALUE	\$ 8,044,223,200	100.0%

NUMBER OF PARCELS BY PROPERTY TYPE	
RESIDENTIAL	8,853
OPEN SPACE	0
COMMERCIAL	185
INDUSTRIAL	29
PERSONAL PROPERTY	298
MIXED-USE	64
EXEMPT	423



NEW GROWTH FY 2026

Real Estate

New Growth includes increases in assessed value over the prior year resulting from **new construction** or **physical improvements** to real property.

Subdivisions and **condo conversions** are also considered new growth the first time they are taxed as separate parcels. New growth also includes parcels that were **previously exempt** from property taxation but have been added to the tax roll.

Personal Property

When a new business opens in Melrose, the business' assets are considered new growth. Also, when existing businesses add new assets, those assets are considered new growth.

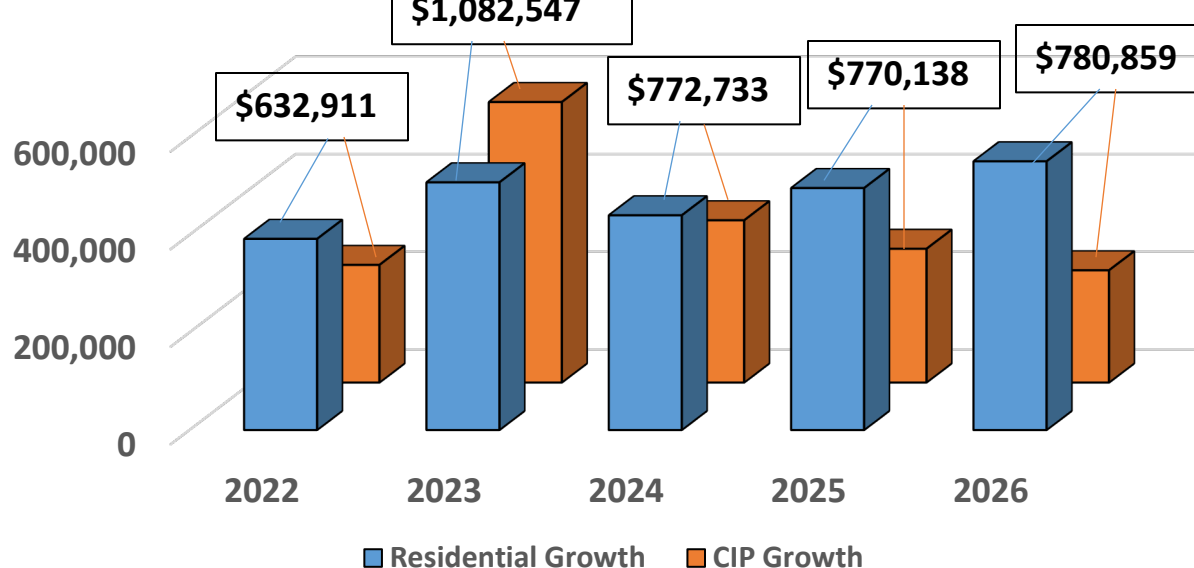
Top Residential Projects:

- **12-16 Essex Street** Mixed-Use Building project
- **453 Franklin Street** Mixed-Use Building project
- 19 New Condo Units
- Several New Single-Family Homes built

Top Commercial Projects:

- About \$150,000 in Growth \$ from **top 4 Utilities/Telecom**

RESIDENTIAL AND CIP NEW GROWTH \$ APPLIED TO THE LEVY LIMIT



FY26 GROWTH:

\$780,859

FY2025 GROWTH:

\$770,138

CALCULATING THE TAX RATE

MELROSE - 178 2026						
Jurisdiction	Melrose - 178	Fiscal Year	2026	Go		
Property Type	Parcel Count	Class1 Residential	Class2 Open Space	Class3 Commercial	Class4 Industrial	Class5 Pers Prop
101	6,391	5,464,894,400				
102	1,258	604,075,100				
MISC 103,109	13	12,813,700				
104	743	664,321,100				
105	65	63,146,400				
111-125	115	605,328,800				
130-32,106	204	19,767,500				
200-231	0		0			
300-393	184			160,127,200		
400-442	27				30,217,000	
450-452	2				12,400	
CH 61 LAND	0	0	0	0		
CH 61A LAND	0	0	0	0		
CH 61B LAND	1	0	0	4,146,950		
012-043	64	209,303,879	0	40,157,311	0	
501	156					5,515,090
502	130					9,765,810
503	0					0
504	4					140,732,160
505	4					8,065,400
506	1					168,400
508	3					1,664,600
550-552	0					0
TOTALS	9,365	7,643,650,879	0	204,431,461	30,229,400	165,911,460
Real and Personal Property Total Value						8,044,223,200
Exempt Parcel Count & Value				423	524,361,710	

FY 2025 LEVY LIMIT	77,315,376
ADD AMENDED FY 2025 GROWTH	18,370
ADD PROP. 2.5 %	1,933,344
ADD FY 2026 NEW GROWTH	780,859
ADD FY 2026 OVERRIDE	13,500,000
SUBTOTAL : FY 2026 LEVY LIMIT	93,547,949
FY 2026 DEBT EXCLUSION(S)	2,241,676
FY 2026 MAX. ALLOWABLE LEVY	95,789,625

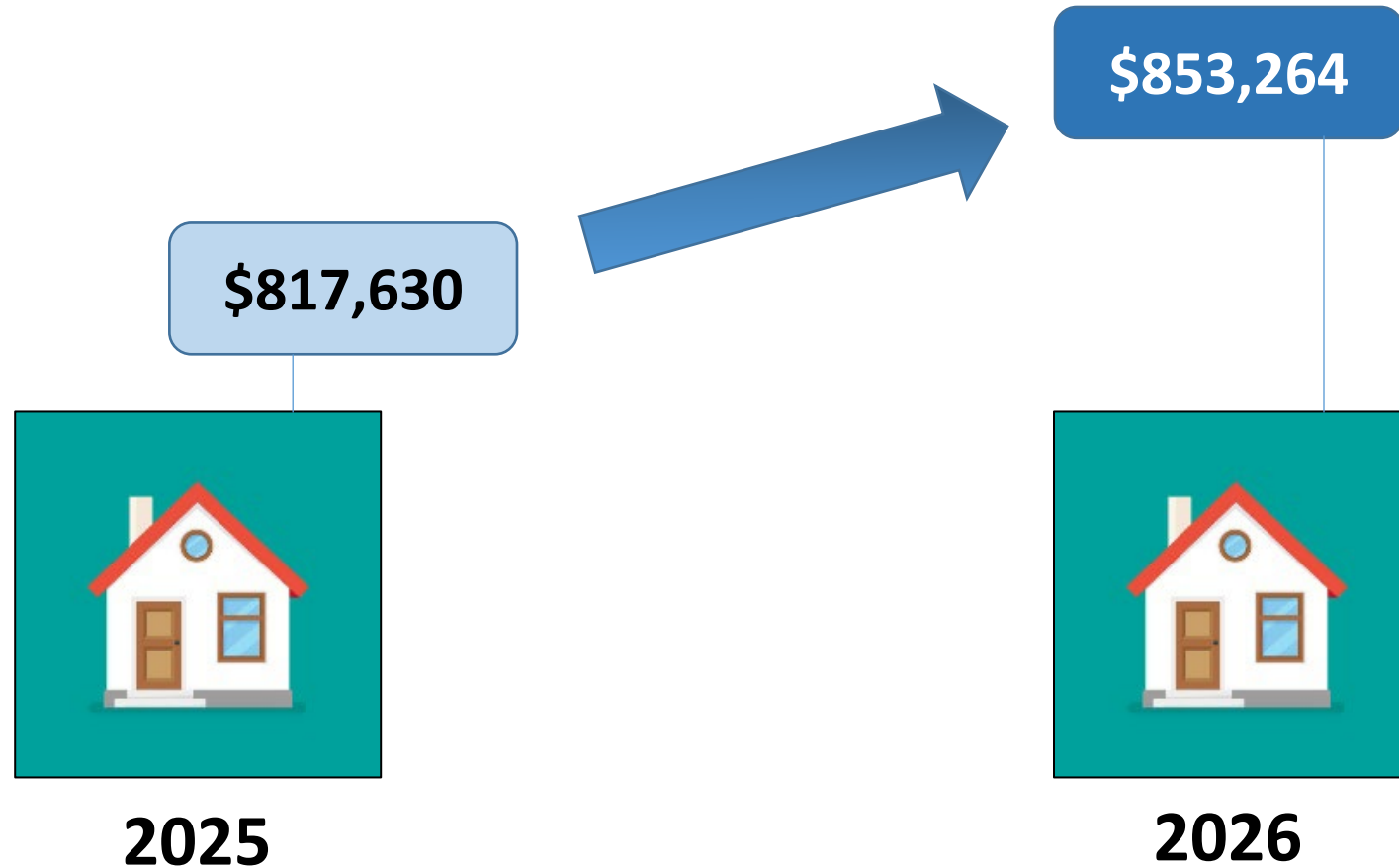
$$\text{FY 2026 Property Tax Levy} = \frac{95,789,625}{8,044,223,200} = .0119078$$

FY 2026 Total Taxable Value

= \$11.91 + \$.02 Senior Circuit Breaker Exemption

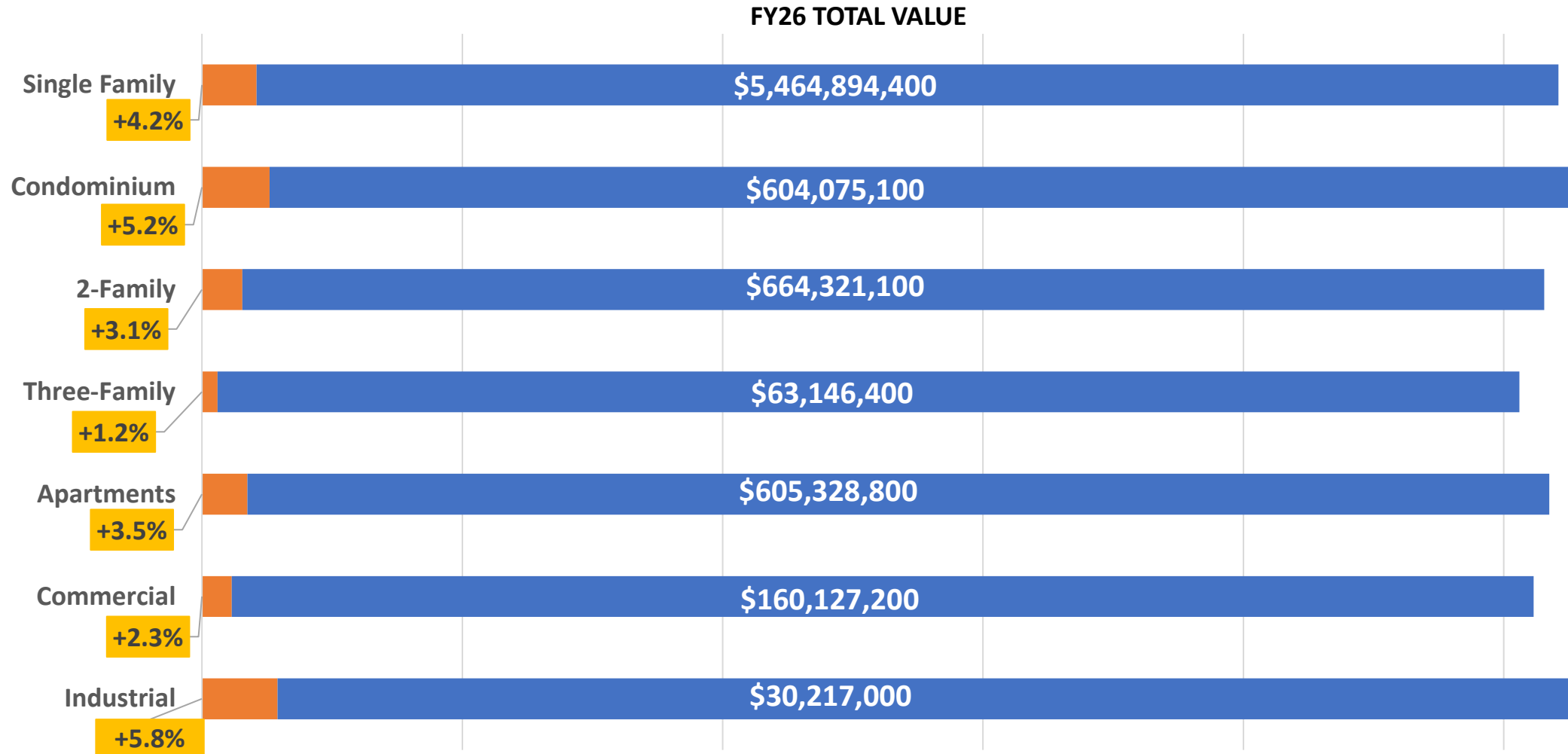
\$11.93 RESIDENTIAL TAX RATE PER \$1,000 OF ASSESSED VALUE IF A FACTOR OF 1 IS SELECTED (NO CIP SHIFT), \$11.91 CIP RATE

AVERAGE SINGLE-FAMILY VALUE



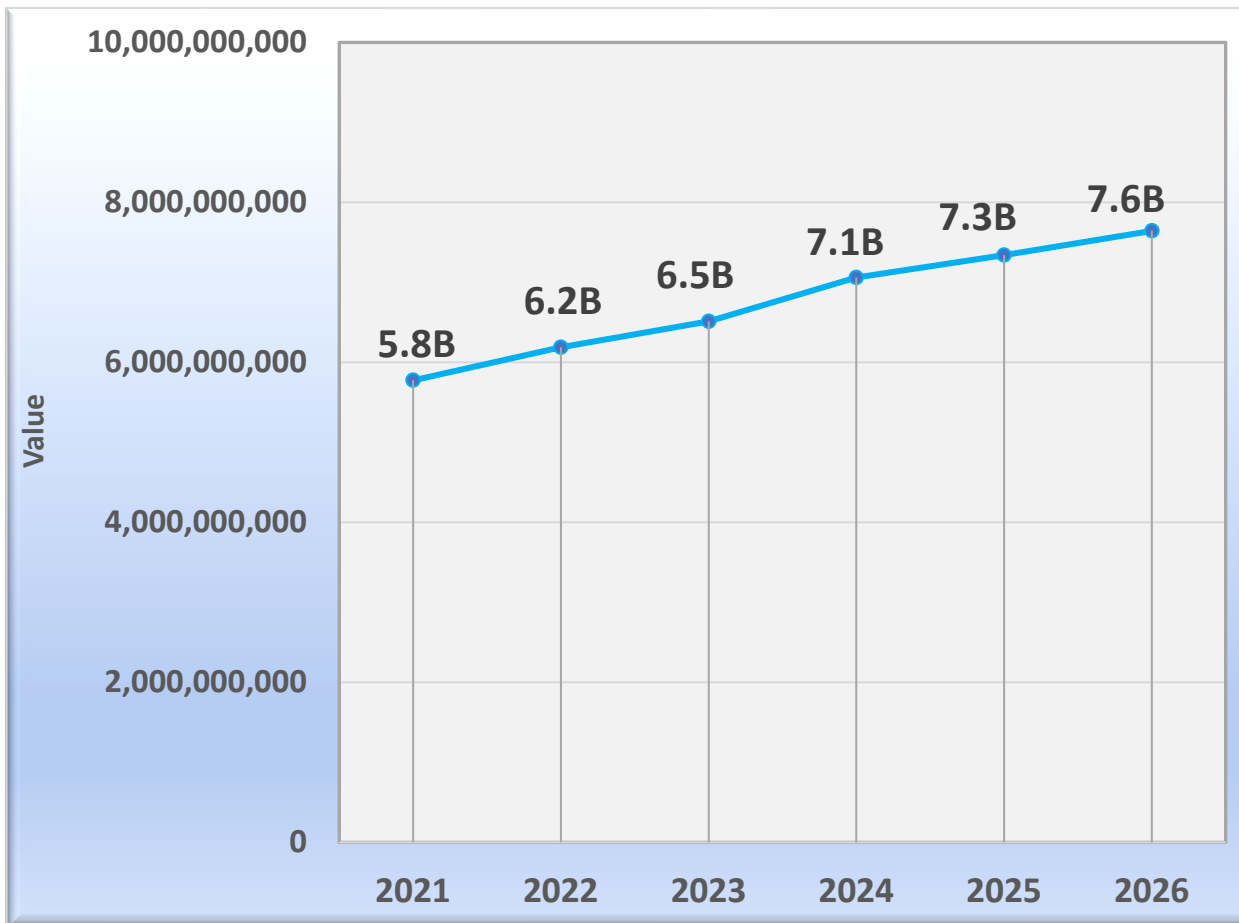
*Note: Final Average SF Value may change when the tax rate is finalized and the Exempted Value from the Senior Circuit Breaker exemption is factored into the average

FY26 VALUE CHANGE BY PROPERTY TYPE

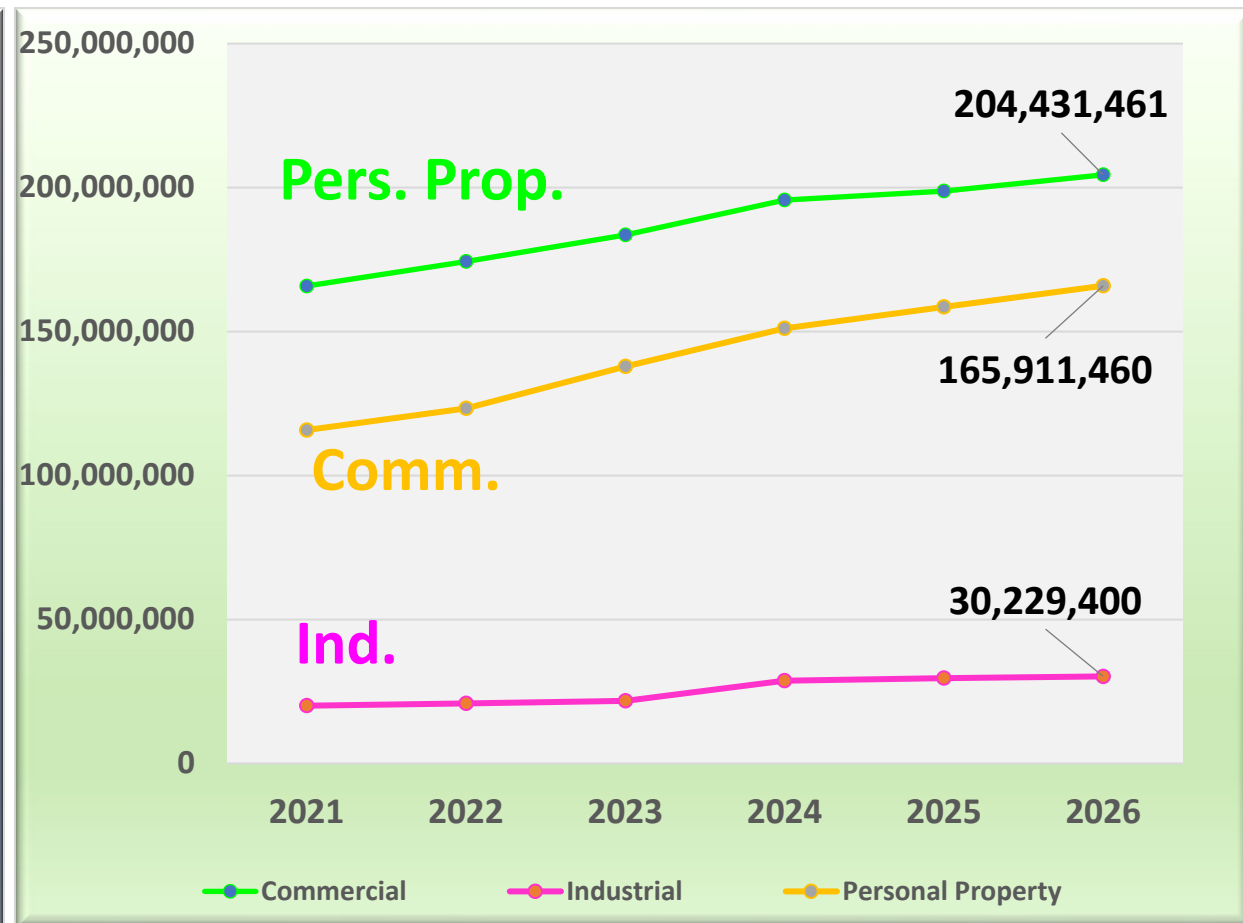


*The percent change is inclusive of new growth in each property type

ASSESSED VALUES BY CLASS FY 2021 – 2026



RESIDENTIAL

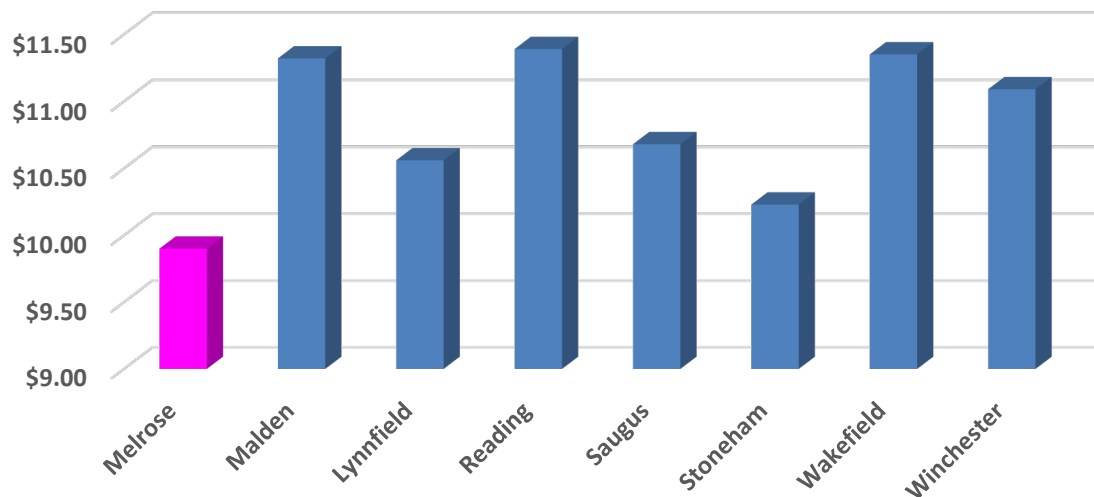


CIP

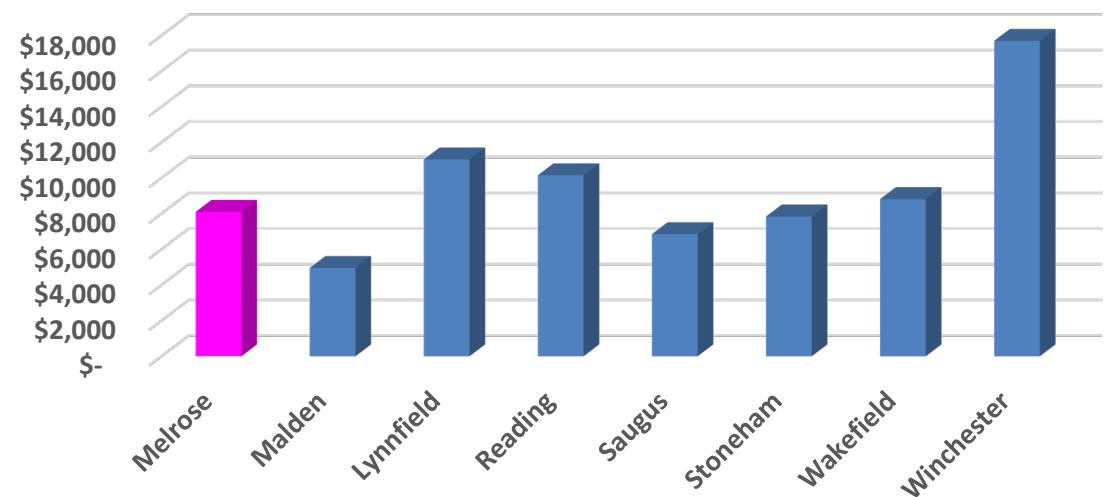
FY2025 SINGLE FAMILY VALUES / TAX RATES

Municipality	Single Family Parcels	Average Single Family Value	Avg Single Family Tax Bill	2025 Res. Tax Rate
Melrose	6,385	817,630	\$8,095	\$9.90
Malden*	5,679	437,415	\$4,952	\$11.32
Lynnfield	3,891	1,045,013	\$11,035	\$10.56
Reading	6,593	890,915	\$10,148	\$11.39
Saugus	7,241	641,074	\$6,847	\$10.68
Stoneham	5,129	765,770	\$7,834	\$10.23
Wakefield	6,264	776,158	\$8,809	\$11.35
Winchester	5,684	1,595,586	\$17,695	\$11.09

FY25 RESIDENTIAL TAX RATES

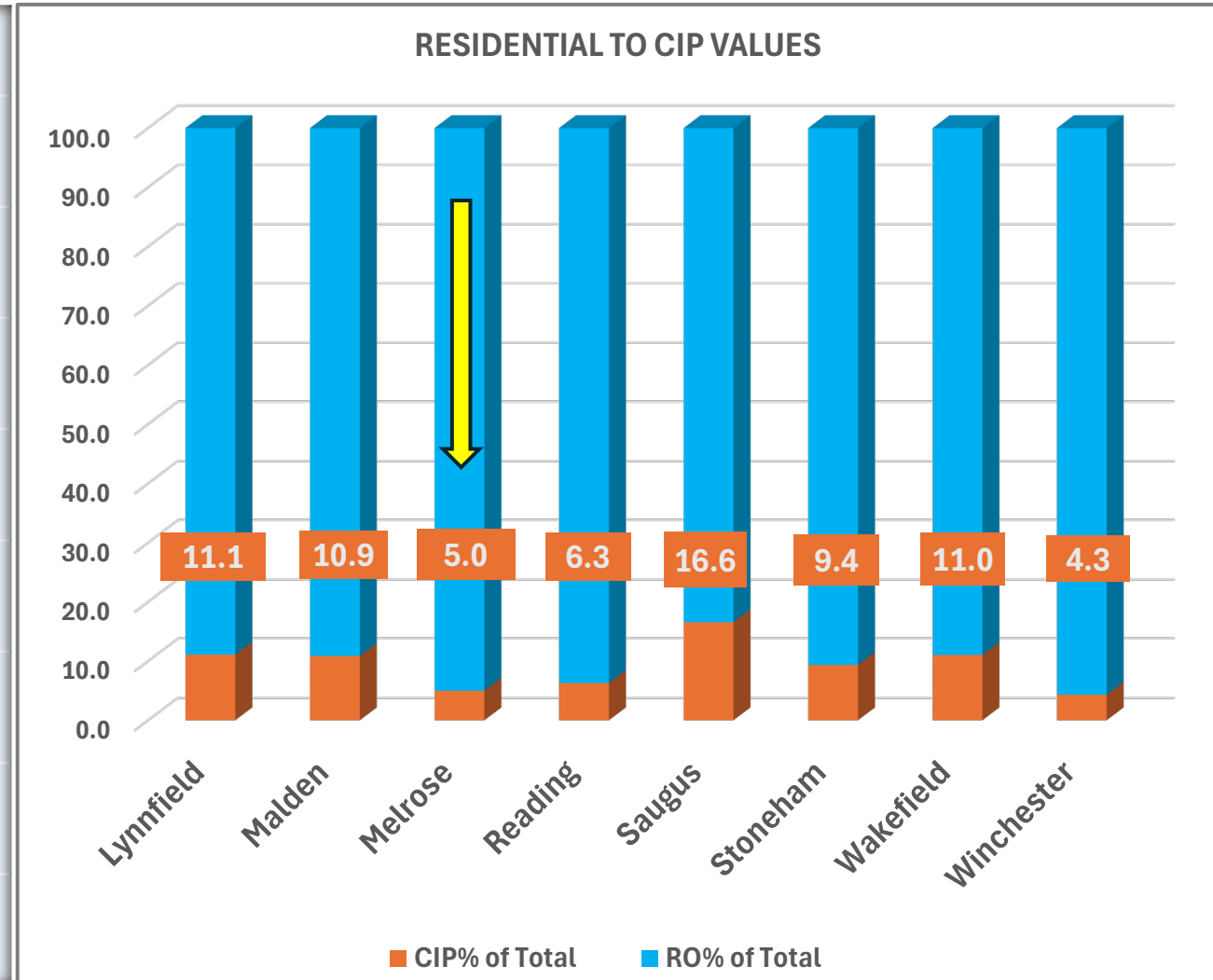


FY25 AVG SINGLE FAMILY TAX BILL



FY25 PEER COMMUNITY RES.TO CIP VALUES

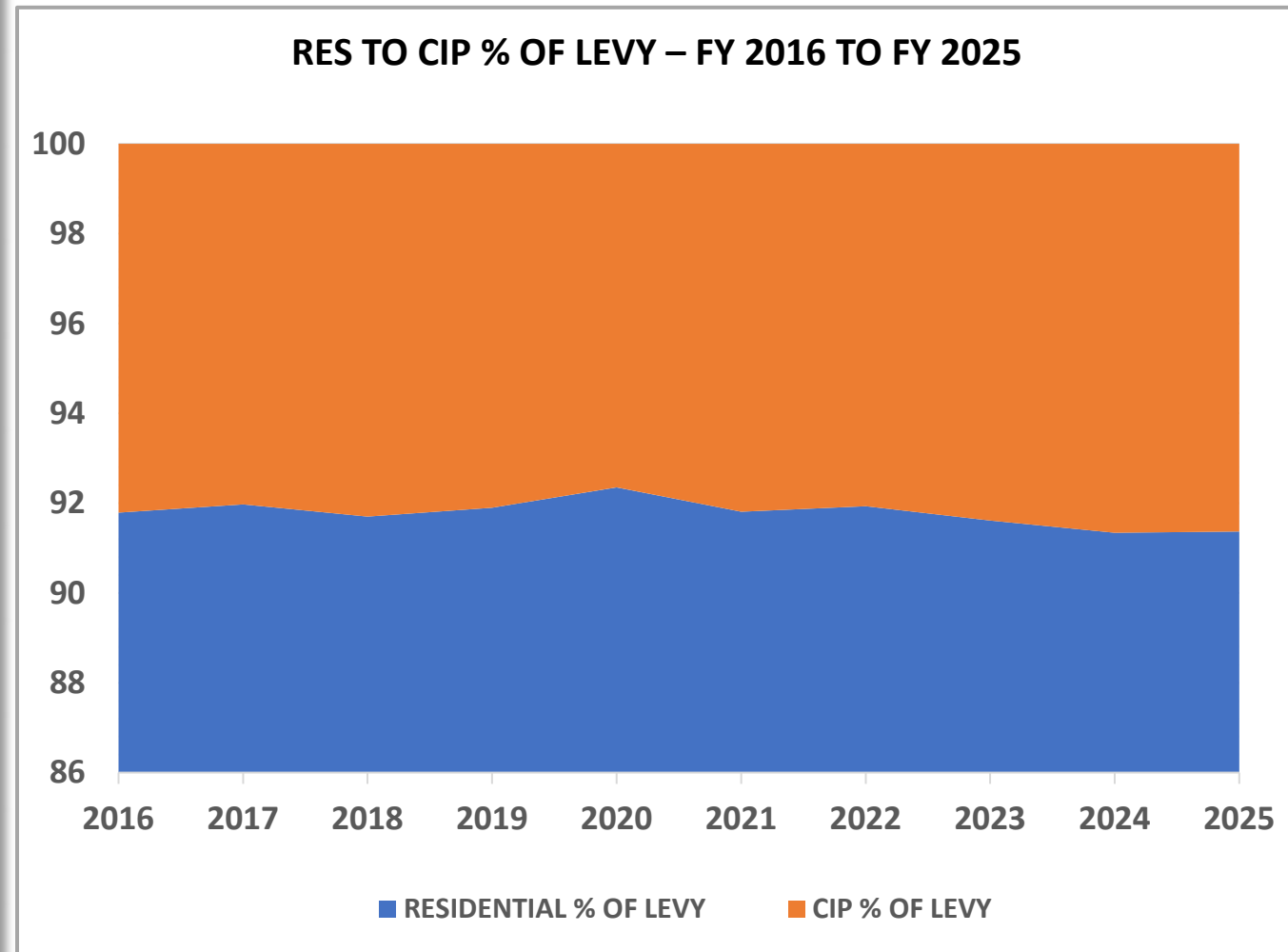
Municipality	R/O% of Total	CIP% of Total	Total Value
Lynnfield	88.9	11.1	4,945,281,462
Malden	89.1	10.9	11,219,660,408
Melrose	95.0	5.0	7,729,420,330
Reading	93.7	6.3	7,832,363,065
Saugus	83.4	16.6	7,170,611,202
Stoneham	90.6	9.4	6,112,056,859
Wakefield	89.0	11.0	7,645,488,694
Winchester	95.7	4.3	11,368,910,570



HISTORICAL LEVY PERCENTAGE BY CLASS

FISCAL YEAR	RESIDENTIAL % OF LEVY	CIP % OF LEVY
2016	91.79	8.21
2017	91.97	8.03
2018	91.7	8.3
2019	91.9	8.1
2020	92.35	7.65
2021	91.81	8.19
2022	91.93	8.07
2023	91.61	8.39
2024	91.34	8.66
2025	91.37	8.63

(AFTER SHIFT)



HISTORICAL RESIDENTIAL FACTOR & SHIFT

Fiscal Year	Lowest Res. Factor Allowed	Max CIP Shift Allowed	Res. Factor Selected	CIP Shift	Avg. Single Family Tax Bill	FY % Chg	FY \$ Chg
2016	0.955969	1.50	0.971820	1.48	\$5,746	3.6%	\$197
2017	0.958322	1.75	0.970826	1.52	\$5,909	2.8%	\$163
2018	0.960291	1.75	0.965587	1.65	\$6,096	3.2%	\$187
2019	0.961998	1.75	0.965545	1.68	\$6,273	2.9%	\$177
2020	0.963075	1.75	0.969000	1.63	\$7,015	11.8%	\$742
2021	0.960822	1.75	0.966100	1.65	\$7,195	2.6%	\$180
2022	0.961407	1.75	0.966600	1.65	\$7,435	3.3%	\$240
2023	0.960486	1.75	0.964174	1.68	\$7,643	2.8%	\$208
2024	0.960113	1.75	0.961700	1.72	\$7,857	2.8%	\$214
2025	0.960472	1.75	0.961500	1.73	\$8,095	3.0%	\$238

TAX RATE SHIFT VARIANCE

RES FACTOR OF 1
RES. RATE \$11.93
\$ CHG: \$2,084
% CHANGE: 25.8 %

FY26 AVERAGE SINGLE
FAMILY VALUE
\$853,264

1.75 MAX SHIFT
RES. RATE \$11.46
\$ CHG \$1,683
% CHANGE: 20.8 %

Average Single Family Tax Bill

1.00

Tax Shift

1.75

Average Commercial Tax Bill

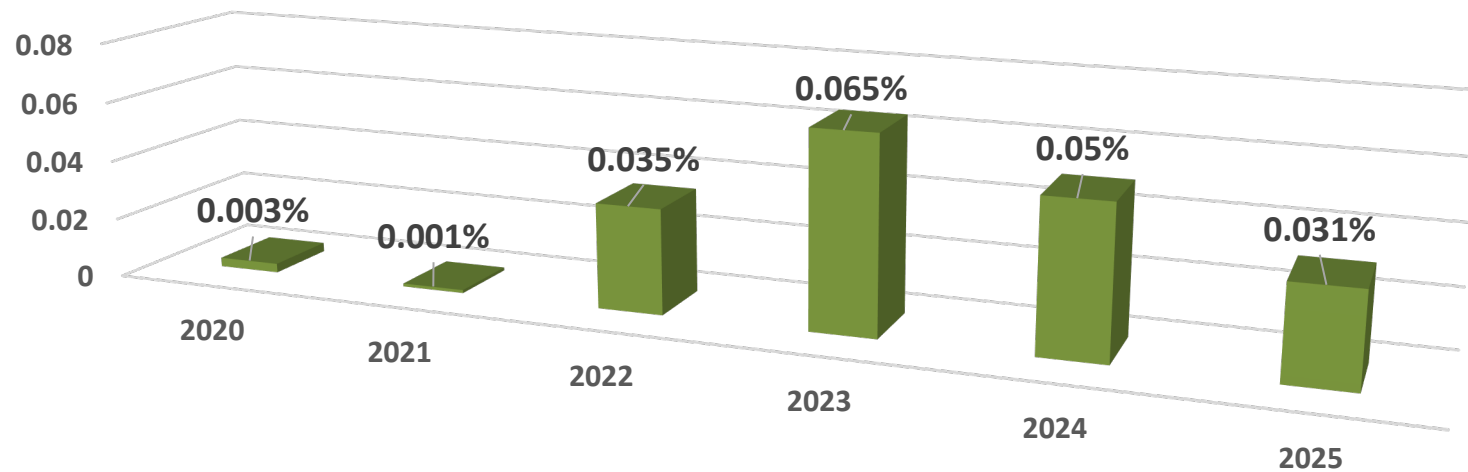
RES FACTOR OF 1
CIP RATE: \$11.91
\$ CHG: **-\$4,614**
% CHANGE: **-32.1 %**

FY26 Average
COMMERCIAL VALUE
\$821,010

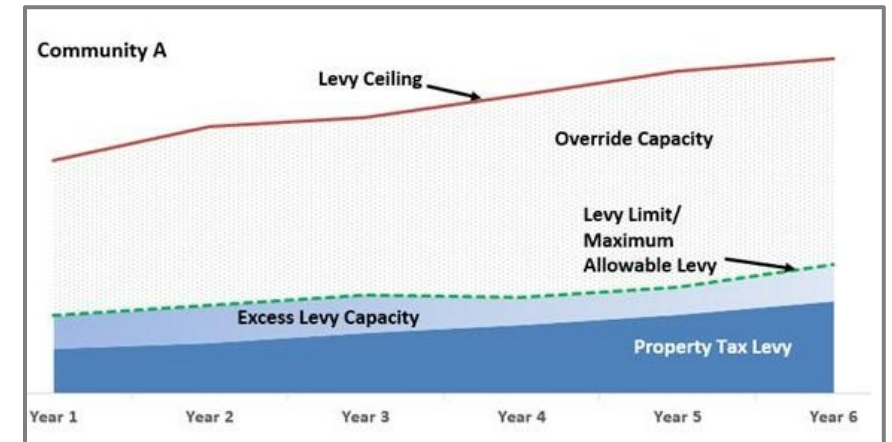
1.75 MAX SHIFT
CIP RATE \$20.84
\$ CHG: \$2,718
% CHANGE: 18.9%

EXCESS LEVY CAPACITY FY 2020 – 2025

EXCESS LEVY CAPACITY AS A PERCENT OF MAX LEVY



Excess levy capacity is the difference between the maximum levy and the amount of property taxes actually levied in a given year



Levy Data	2020	2021	2022	2023	2024	2025
Excess Levy Capacity	1,912	765	25,134	48,151	38,578	24,529
Levy Limit w/o Exclusions	64,738,724	66,981,117	69,288,556	72,103,317	74,678,383	77,315,376
Levy Ceiling	146,069,870	151,924,481	162,714,131	171,420,756	185,895,955	193,235,508
Maximum Levy	66,629,218	68,878,709	71,196,790	74,011,551	76,595,060	79,298,968
Total Tax Levy	66,627,306	68,877,944	71,171,656	73,963,400	76,556,482	79,274,439

SELECT

FY26 SHIFT OPTIONS



		AVG SINGLE FAMILY VALUE = \$853,264				AVG COMM VALUE = \$821,010				ESTIMATED EXCESS
SHIFT	RES FACTOR	RES RATE	AVG SF TAX BILL	SF \$ CHG	SF % CHG	CIP RATE	AVG COM TAX BILL	COM \$ CHG	COM % CHG	LEVY CAPACITY
1.60	0.9686	\$11.55	\$9,855	\$1,760	21.74%	\$19.05	\$15,640	\$1,248	8.67%	\$31,047
1.61	0.9680	\$11.55	\$9,855	\$1,760	21.74%	\$19.17	\$15,739	\$1,347	9.36%	\$55,277
1.62	0.9675	\$11.54	\$9,847	\$1,752	21.64%	\$19.29	\$15,837	\$1,445	10.04%	\$7,208
1.63	0.9670	\$11.53	\$9,838	\$1,743	21.53%	\$19.41	\$15,936	\$1,544	10.73%	\$39,449
1.64	0.9665	\$11.53	\$9,838	\$1,743	21.53%	\$19.53	\$16,034	\$1,642	11.41%	\$71,691
1.65	0.9659	\$11.52	\$9,830	\$1,735	21.43%	\$19.65	\$16,133	\$1,741	12.10%	\$10,000
1.66	0.9654	\$11.52	\$9,830	\$1,735	21.43%	\$19.77	\$16,231	\$1,839	12.78%	\$47,852
1.67	0.9649	\$11.51	\$9,821	\$1,726	21.32%	\$19.89	\$16,330	\$1,938	13.47%	\$80,094
1.68	0.9644	\$11.50	\$9,813	\$1,718	21.22%	\$20.01	\$16,428	\$2,036	14.15%	\$32,025
1.69	0.9638	\$11.50	\$9,813	\$1,718	21.22%	\$20.12	\$16,519	\$2,127	14.78%	\$56,255
1.70	0.9633	\$11.49	\$9,804	\$1,709	21.11%	\$20.24	\$16,617	\$2,225	15.46%	\$4,181
1.71	0.9628	\$11.48	\$9,795	\$1,700	21.01%	\$20.36	\$16,716	\$2,324	16.15%	\$40,428
1.72	0.9623	\$11.48	\$9,795	\$1,700	21.01%	\$20.48	\$16,814	\$2,422	16.83%	\$72,670
1.73	0.9617	\$11.47	\$9,787	\$1,692	20.90%	\$20.60	\$16,913	\$2,521	17.52%	\$12,584
1.74	0.9612	\$11.47	\$9,787	\$1,692	20.90%	\$20.72	\$17,011	\$2,619	18.20%	\$48,831
1.75	0.9607	\$11.46	\$9,778	\$1,683	20.80%	\$20.84	\$17,110	\$2,718	18.88%	\$81,073

Note: Final Tax Rates may change slightly when finalized with the Dept. Of Revenue. Excess Levy Capacity may change due to rounding.

ALL FY26 SHIFT OPTIONS

AVG SINGLE FAMILY VALUE = \$853,264										AVG COMM VALUE = \$821,010									
SHIFT	RES FACTOR	RES RATE	AVG SF TAX BILL	AVG SF \$ CHG	AVG SF % CHG	CIP RATE	AVG COM TAX BILL	AVG COM \$ CHG	AVG COM % CHG	SHIFT	RES FACTOR	RES RATE	AVG SF TAX BILL	AVG SF \$ CHG	AVG SF % CHG	CIP RATE	AVG COM TAX BILL	AVG COM \$ CHG	AVG COM % CHG
1.0000	1.0000	11.93	\$ 10,179	\$ 2,084	25.75%	11.91	\$ 9,778	\$ (4,614)	-32.06%	1.3800	0.9801	11.69	\$ 9,975	\$ 1,880	23.22%	16.43	\$ 13,489	\$ (903)	-6.27%
1.0100	0.9995	11.92	\$ 10,171	\$ 2,076	25.64%	12.03	\$ 9,877	\$ (4,515)	-31.37%	1.3900	0.9796	11.68	\$ 9,966	\$ 1,871	23.11%	16.55	\$ 13,588	\$ (804)	-5.59%
1.0200	0.9990	11.92	\$ 10,171	\$ 2,076	25.64%	12.15	\$ 9,975	\$ (4,417)	-30.69%	1.4000	0.9790	11.68	\$ 9,966	\$ 1,871	23.11%	16.67	\$ 13,686	\$ (706)	-4.90%
1.0300	0.9984	11.91	\$ 10,162	\$ 2,067	25.54%	12.27	\$ 10,074	\$ (4,318)	-30.00%	1.4100	0.9785	11.67	\$ 9,958	\$ 1,863	23.01%	16.79	\$ 13,785	\$ (607)	-4.22%
1.0400	0.9979	11.90	\$ 10,154	\$ 2,059	25.43%	12.38	\$ 10,164	\$ (4,228)	-29.38%	1.4200	0.9780	11.67	\$ 9,958	\$ 1,863	23.01%	16.91	\$ 13,883	\$ (509)	-3.53%
1.0500	0.9974	11.90	\$ 10,154	\$ 2,059	25.43%	12.50	\$ 10,263	\$ (4,129)	-28.69%	1.4300	0.9775	11.66	\$ 9,949	\$ 1,854	22.90%	17.03	\$ 13,982	\$ (410)	-2.85%
1.0600	0.9969	11.89	\$ 10,145	\$ 2,050	25.33%	12.62	\$ 10,361	\$ (4,031)	-28.01%	1.4400	0.9769	11.65	\$ 9,941	\$ 1,846	22.80%	17.15	\$ 14,080	\$ (312)	-2.17%
1.0700	0.9963	11.88	\$ 10,137	\$ 2,042	25.22%	12.74	\$ 10,460	\$ (3,932)	-27.32%	1.4500	0.9764	11.65	\$ 9,941	\$ 1,846	22.80%	17.27	\$ 14,179	\$ (213)	-1.48%
1.0800	0.9958	11.88	\$ 10,137	\$ 2,042	25.22%	12.86	\$ 10,558	\$ (3,834)	-26.64%	1.4600	0.9759	11.64	\$ 9,932	\$ 1,837	22.69%	17.39	\$ 14,277	\$ (115)	-0.80%
1.0900	0.9953	11.87	\$ 10,128	\$ 2,033	25.12%	12.98	\$ 10,657	\$ (3,735)	-25.95%	1.4700	0.9754	11.63	\$ 9,923	\$ 1,828	22.59%	17.50	\$ 14,368	\$ (24)	-0.17%
1.1000	0.9948	11.87	\$ 10,128	\$ 2,033	25.12%	13.10	\$ 10,755	\$ (3,637)	-25.27%	1.4800	0.9748	11.63	\$ 9,923	\$ 1,828	22.59%	17.62	\$ 14,466	\$ 74	0.52%
1.1100	0.9942	11.86	\$ 10,120	\$ 2,025	25.01%	13.22	\$ 10,854	\$ (3,538)	-24.58%	1.4900	0.9743	11.62	\$ 9,915	\$ 1,820	22.48%	17.74	\$ 14,565	\$ 173	1.20%
1.1200	0.9937	11.85	\$ 10,111	\$ 2,016	24.91%	13.34	\$ 10,952	\$ (3,440)	-23.90%	1.5000	0.9738	11.62	\$ 9,915	\$ 1,820	22.48%	17.86	\$ 14,663	\$ 271	1.88%
1.1300	0.9932	11.85	\$ 10,111	\$ 2,016	24.91%	13.46	\$ 11,051	\$ (3,341)	-23.22%	1.5100	0.9733	11.61	\$ 9,906	\$ 1,811	22.38%	17.98	\$ 14,762	\$ 370	2.57%
1.1400	0.9927	11.84	\$ 10,103	\$ 2,008	24.80%	13.57	\$ 11,141	\$ (3,251)	-22.59%	1.5200	0.9727	11.60	\$ 9,898	\$ 1,803	22.27%	18.10	\$ 14,860	\$ 468	3.25%
1.1500	0.9921	11.83	\$ 10,094	\$ 1,999	24.70%	13.69	\$ 11,240	\$ (3,152)	-21.90%	1.5300	0.9722	11.60	\$ 9,898	\$ 1,803	22.27%	18.22	\$ 14,959	\$ 567	3.94%
1.1600	0.9916	11.83	\$ 10,094	\$ 1,999	24.70%	13.81	\$ 11,338	\$ (3,054)	-21.22%	1.5400	0.9717	11.59	\$ 9,889	\$ 1,794	22.17%	18.34	\$ 15,057	\$ 665	4.62%
1.1700	0.9911	11.82	\$ 10,086	\$ 1,991	24.59%	13.93	\$ 11,437	\$ (2,955)	-20.53%	1.5500	0.9712	11.58	\$ 9,881	\$ 1,786	22.06%	18.46	\$ 15,156	\$ 764	5.31%
1.1800	0.9906	11.82	\$ 10,086	\$ 1,991	24.59%	14.05	\$ 11,535	\$ (2,857)	-19.85%	1.5600	0.9707	11.58	\$ 9,881	\$ 1,786	22.06%	18.58	\$ 15,254	\$ 862	5.99%
1.1900	0.9900	11.81	\$ 10,077	\$ 1,982	24.48%	14.17	\$ 11,634	\$ (2,758)	-19.17%	1.5700	0.9701	11.57	\$ 9,872	\$ 1,777	21.96%	18.70	\$ 15,353	\$ 961	6.68%
1.2000	0.9895	11.80	\$ 10,069	\$ 1,974	24.38%	14.29	\$ 11,732	\$ (2,660)	-18.48%	1.5800	0.9696	11.57	\$ 9,872	\$ 1,777	21.96%	18.81	\$ 15,443	\$ 1,051	7.30%
1.2100	0.9890	11.80	\$ 10,069	\$ 1,974	24.38%	14.41	\$ 11,831	\$ (2,561)	-17.80%	1.5900	0.9691	11.56	\$ 9,864	\$ 1,769	21.85%	18.93	\$ 15,542	\$ 1,150	7.99%
1.2200	0.9885	11.79	\$ 10,060	\$ 1,965	24.27%	14.53	\$ 11,929	\$ (2,463)	-17.11%	1.6000	0.9686	11.55	\$ 9,855	\$ 1,760	21.74%	19.05	\$ 15,640	\$ 1,248	8.67%
1.2300	0.9879	11.78	\$ 10,051	\$ 1,956	24.17%	14.65	\$ 12,028	\$ (2,364)	-16.43%	1.6100	0.9680	11.55	\$ 9,855	\$ 1,760	21.74%	19.17	\$ 15,739	\$ 1,347	9.36%
1.2400	0.9874	11.78	\$ 10,051	\$ 1,956	24.17%	14.77	\$ 12,126	\$ (2,266)	-15.74%	1.6200	0.9675	11.54	\$ 9,847	\$ 1,752	21.64%	19.29	\$ 15,837	\$ 1,445	10.04%
1.2500	0.9869	11.77	\$ 10,043	\$ 1,948	24.06%	14.88	\$ 12,217	\$ (2,175)	-15.12%	1.6300	0.9670	11.53	\$ 9,838	\$ 1,743	21.53%	19.41	\$ 15,936	\$ 1,544	10.73%
1.2600	0.9864	11.77	\$ 10,043	\$ 1,948	24.06%	15.00	\$ 12,315	\$ (2,077)	-14.43%	1.6400	0.9665	11.53	\$ 9,838	\$ 1,743	21.53%	19.53	\$ 16,034	\$ 1,642	11.41%
1.2700	0.9859	11.76	\$ 10,034	\$ 1,939	23.96%	15.12	\$ 12,414	\$ (1,978)	-13.75%	1.6500	0.9659	11.52	\$ 9,830	\$ 1,735	21.43%	19.65	\$ 16,133	\$ 1,741	12.10%
1.2800	0.9853	11.75	\$ 10,026	\$ 1,931	23.85%	15.24	\$ 12,512	\$ (1,880)	-13.06%	1.6600	0.9654	11.52	\$ 9,830	\$ 1,735	21.43%	19.77	\$ 16,231	\$ 1,839	12.78%
1.2900	0.9848	11.75	\$ 10,026	\$ 1,931	23.85%	15.36	\$ 12,611	\$ (1,781)	-12.38%	1.6700	0.9649	11.51	\$ 9,821	\$ 1,726	21.32%	19.89	\$ 16,330	\$ 1,938	13.47%
1.3000	0.9843	11.74	\$ 10,017	\$ 1,922	23.75%	15.48	\$ 12,709	\$ (1,683)	-11.69%	1.6800	0.9644	11.50	\$ 9,813	\$ 1,718	21.22%	20.01	\$ 16,428	\$ 2,036	14.15%
1.3100	0.9838	11.73	\$ 10,009	\$ 1,914	23.64%	15.60	\$ 12,808	\$ (1,584)	-11.01%	1.6900	0.9638	11.50	\$ 9,813	\$ 1,718	21.22%	20.12	\$ 16,519	\$ 2,127	14.78%
1.3200	0.9832	11.73	\$ 10,009	\$ 1,914	23.64%	15.72	\$ 12,906	\$ (1,486)	-10.32%	1.7000	0.9633	11.49	\$ 9,804	\$ 1,709	21.11%	20.24	\$ 16,617	\$ 2,225	15.46%
1.3300	0.9827	11.72	\$ 10,000	\$ 1,905	23.54%	15.84	\$ 13,005	\$ (1,387)	-9.64%	1.7100	0.9628	11.48	\$ 9,795	\$ 1,700	21.01%	20.36	\$ 16,716	\$ 2,324	16.15%
1.3400	0.9822	11.72	\$ 10,000	\$ 1,905	23.54%	15.96	\$ 13,103	\$ (1,289)	-8.95%	1.7200	0.9623	11.48	\$ 9,795	\$ 1,700	21.01%	20.48	\$ 16,814	\$ 2,422	16.83%
1.3500	0.9817	11.71	\$ 9,992	\$ 1,897	23.43%	16.08	\$ 13,202	\$ (1,190)	-8.27%	1.7300	0.9617	11.47	\$ 9,787	\$ 1,692	20.90%	20.60	\$ 16,913	\$ 2,521	17.52%
1.3600	0.9811	11.70	\$ 9,983	\$ 1,888	23.33%	16.19	\$ 13,292	\$ (1,100)	-7.64%	1.7400	0.9612	11.47	\$ 9,787	\$ 1,692	20.90%	20.72	\$ 17,011	\$ 2,619	18.20%
1.3700	0.9806	11.70	\$ 9,983	\$ 1,888	23.33%	16.31	\$ 13,391	\$ (1,001)	-6.96%	1.7500	0.9607	11.46	\$ 9,778	\$ 1,683	20.80%	20.84	\$ 17,110	\$ 2,718	18.88%

Note: Final Tax Rates may change slightly when finalized with the Dept. Of Revenue. Excess Levy Capacity may change due to rounding.

CLASSIFICATION HEARING TERMS

CIP - Commercial, Industrial, and Personal Property Classes

Levy - the revenue a community can raise through real and personal property taxes.

Levy Limit - The maximum amount a community can levy in a given year; equal to last year's levy plus 2.5% plus new growth plus debt exclusion / override if applicable.

Levy Ceiling - Equal to 2.5% of the total full and fair cash value of all taxable real and personal property in the community.

New Growth - Increase in the tax base due to new construction, parcel subdivisions, condo conversions and property renovations, but not due to revaluation. It is calculated by dividing the resulting increased assessed value by \$1,000 and multiplying by the prior year's tax rate for the property class.

Override - A permanent increase to a community's levy limit.

Override Capacity - The difference between the levy ceiling and the levy limit. It is the maximum amount by which a community may override its levy limit.

Debt Exclusion - A temporary increase to the levy limit for the payment of a specific debt service item over a specified period of time.

Capital Outlay Expenditure - A temporary exclusion for the purpose of raising funds for capital projects.

Excess Levy Capacity - The difference between the actual levy and the levy limit.



Massachusetts School Building Authority

Deborah B. Goldberg
Chair, State Treasurer

James A. MacDonald
Chief Executive Officer

Mary L. Pichetti
Executive Director / Deputy CEO

October 29, 2025

The Honorable Jennifer Grigoraitis, Mayor
City of Melrose
Melrose City Hall
Office of the Mayor
562 Main Street, Second Floor
Melrose, MA 02176

Re: City of Melrose, Early Childhood Center, Melrose High School

Dear Mayor Grigoraitis:

I am pleased to report that on October 29, 2025, the Board of Directors (the “Board”) of the Massachusetts School Building Authority (the “MSBA”) voted to invite the City of Melrose (the “District”) into the Calendar Year 2025 Accelerated Repair Program (the “ARP”) to partner with the MSBA in conducting a Schematic Design Study at the Early Childhood Center for a potential partial roof and partial windows/doors replacement project and at the Melrose High School for a potential partial roof replacement project. The invitation for the potential partial roof and partial windows/doors replacement project at the Early Childhood Center is limited to Roof Sections A-D and Window Section A, as described by the District in its Statement of Interest for the Early Childhood Center. The invitation for the potential partial roof replacement project at the Melrose High School is limited to Roof Sections A and B, as described by the District in its Statement of Interest for the Melrose High School.

The ARP will focus on the preservation of existing assets by performing energy-efficient and cost-saving upgrades, which will result in direct operational savings for districts. I do want to emphasize that this invitation to partner on a Schematic Design Study is **not** approval of a project but is strictly an invitation to the District to work with the MSBA to explore potential solutions to the building needs that have been identified. Moving forward in the MSBA’s ARP process requires a partnership with the MSBA, and communities that “get ahead” of the MSBA without MSBA approval will not be eligible for grant funding. To qualify for any funding from the MSBA, local communities must follow the MSBA’s statute, regulations, and policies, including the ARP requirements, as outlined in this letter, which require MSBA partnership and approval at each step of the process.

Districts that are invited into the ARP will be required to use Owner’s Project Managers and Designers who are pre-selected and randomly assigned by the MSBA. Districts must also adhere

to other requirements that are unique to this Program, such as implementing an accelerated project schedule.

The District's commencement date for Early Childhood Center and the Melrose High School is November 3, 2025, and several prerequisites must be completed in accordance with the schedule on page four of this letter.

The District must secure funding for the Schematic Design portion of this potential project within 90 calendar days of the commencement date. Submission of the properly certified documentation that the District has secured its funding must be submitted to the MSBA within 120 days of the commencement date. Districts will be expected to complete a Schematic Design Study and receive authorization to execute a Project Funding Agreement by the MSBA Board of Directors no later than 14 months from the District's commencement date. Future funding for the total project budget will be required within 90 days after the date of the MSBA's approval to execute a Project Funding Agreement and no later than 16 months from the District's commencement date. Districts seeking reimbursement under the ARP will be allowed to submit requests for reimbursement monthly, but only if the total value of the invoices submitted equals more than \$50,000.

During the Schematic Design Study phase, the MSBA will partner with the District and its assigned Owner's Project Manager and Designer to find the most fiscally responsible, educationally appropriate and sustainable solution to the building needs identified above.

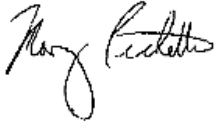
If during the Schematic Design Study phase, the District determines that the potential project does not meet the qualifying criteria of the Board's invitation, the District will be required to remove its Statement of Interest and will not be authorized for a Project Funding Agreement for the project. For the Calendar Year 2025 ARP, the qualifying criteria included roofs of 20 years or more as of Calendar Year 2026 (installed in or before 2006) and window and door systems of 30 years or more as of Calendar Year 2026 (installed in or before 1996). For the Calendar Year 2025 ARP, the qualifying criteria for heat pump conversions included windows of less than 30 years (installed in or after 1997), the school was opened or fully renovated, including replacement of the HVAC system before 2011, and the mechanical heating distribution is not supported by steam distribution piping.

As detailed above, once the District has completed the prerequisites in accordance with the schedule on page four of this letter and to the MSBA's standards, the MSBA will assign an Owner's Project Manager and Designer using the MSBA's list of pre-selected and randomly assigned consultants for the ARP. In the meantime, I wanted to share with you the Board's decision and provide a brief overview of what this means for the City of Melrose.

I look forward to continuing to work with you as part of the MSBA's Accelerated Repair Program. As always, feel free to contact me or my staff at (617) 720-4466 should you have any questions.

Page 3
October 29, 2025
City of Melrose Invitation to ARP Board Action Letter

Sincerely,

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

Mary L. Pichetti
Executive Director

Cc: Legislative Delegation
Leila Migliorelli, President, Melrose City Council
Dorie Withey, Chair, Melrose School Committee
Jen McAndrew, Vice-Chair, Melrose School Committee
Cari Berman, Interim Superintendent, Melrose Public Schools
File: 10.2 Letters

**Accelerated Repair Program
 Prerequisite Documents Schedule of Deliverables**

**City of Melrose
 MSBA Board of Director Meeting – October 29, 2025**

Early Childhood Center, Melrose High School		
Accelerated Repair Program Commences – November 3, 2025		
Deliverable	Days	Due Date and Status
Initial Compliance Certification	90	February 2, 2026 Required
Maintenance and Capital Planning Information	90	February 2, 2026 Required
Local Authorization for Schematic Design Funds	90	February 2, 2026 Required
Certified Copy of Local Vote Authorization of Schematic Design Funds	120	March 3, 2026 Required

City of Melrose

City Ordinances, Article II. General Legislation

Chapter 132 Demolition review.

1. *Purpose.* The purpose of this ordinance is to preserve and protect significant buildings within the City of Melrose ("city") which constitute or reflect distinctive aspects of the architectural, cultural, political, economic, or social history of the city, and which are outside of designated local historic districts; to encourage owners of such buildings and the Melrose Historical Commission ("commission") to develop strategies to preserve, rehabilitate, or restore such buildings, rather than demolish them; or, in the alternative, to seek out persons willing to purchase and to preserve, rehabilitate, or restore such buildings, rather than demolish them; and to promote the public welfare by making the city a more attractive place in which to live. To achieve these purposes, the issuance of demolition permits for significant buildings is regulated as provided in this ordinance.
2. *Definitions.* For the purposes of this section, the following words and phrases shall have the meanings set forth below:

Abutter means an abutter as defined in M.G.L. c. 40A.

Applicant means any person filing an application for a city permit.

Application means a written application for a permit for the demolition of a building, a building permit, or zoning relief/compliance.

Board of survey means the board ordered to respond, by M.G.L. c. 143 § 8, when an owner of a building does not respond to a notice that the building is unsafe.

Building means any combination of materials forming a shelter for persons, animals or property, as well as any constructed, erected, or placed material or combination of materials in or upon the ground, excluding fences, walls, side & rear decks, sidewalks, stairs and paving on streets, driveways and patios.

Building official means the Building Commissioner, or his/her designee.

Calendar day means any day of the week, including a Saturday or a Sunday or a holiday.

City clerk means the person holding the office of city clerk in the city.

Demolition means the act of pulling down, destroying, removing, moving, or razing a building. Demolition includes commencing the work of the destruction of 50 percent or more of the exterior surface area (including walls and roof) of a building. For the purposes of this section, the term "demolition" shall not include routine maintenance as long as the maintenance undertaken does not fit the definitions of demolition contained in this section. For the purposes of this section, "demolition" does not include:

- (1) Removal, replacement, or installation of siding, roof shingles or windows;
- (2) Routine maintenance as long as the maintenance undertaken does not fit the definitions, of demolition contained in this section;
- (3) Interior renovations (except where the renovation is conducted for the purpose of compromising the integrity of the building);
- (4) Exploratory demolition, to the extent that it does not compromise the structure of the building;
- (5) Interior demolition, to the extent that it does not compromise the structure of the building; or
- (6) Minor projects as defined below.

Demolition by neglect is a situation in which a property owner intentionally allows a property to suffer severe deterioration, until it is beyond the point of repair. A deliberate process of ongoing damage to the fabric, viability and/or functionality of a building leading towards and/or causing its eventual demolition due to decay and/or structural failure and/or severe degradation over a period of time as a

result of a general lack of maintenance, and/or failure to secure the building from pests or vandals, and/or failure to take reasonable measures to prevent the ingress of water, snow, ice, and wind through the roof, walls, or apertures.

Demolition review period means a period of time whereby a window of opportunity is enacted in order to enable the owners of a property, working with the commission or its designees, to determine ways of preserving and/or rehabilitating and/or restoring the property as an alternative to demolition.

Exempt areas means the following:

- (1) The local historic districts as identified in Chapter 131 of the Code of Ordinances; and,
- (2) Buildings owned by the city.

Exploratory demolition is the act of removing or uncovering (non-structural) building materials located on the interior of a building prior to renovation, rehabilitation, restoration, or remodeling in order to verify the existing conditions present in otherwise unexposed areas.

Final determination means a determination that a building is preferably preserved, made by the commission in accordance with subsection (f) of this section.

Illegal demolition means a demolition undertaken by any person without an application having been reviewed and approved by the commission and/or without building or demolition permits from the inspectional services department.

Initial determination means a determination that a building is significant, in accordance with subsection (5) of this section.

Interior demolition is the act of removing non-structural interior building materials for the purpose of renovating, rehabilitating, restoring, or remodeling the interior space.

Minor project is the removal of a portion of a single-, two-, or three-unit structure for the purpose of only accomplishing one or more of the following: adding a dormer, dormer window, entry canopy, bay, or gable; adding an addition to the side or rear of the structure; adding or altering a portico, porch or deck; or, changing the shape, style or structure of a roof.

Owner means the entity with legal title to a building.

Permit means a written permit issued by the Building official that allows for the demolition (as defined herein) of a building pursuant to an application.

Person means an individual, corporation, partnership, association, trust, society, or similar entity.

Preferably preserved (building) means a significant building, which, as the commission determines, as provided in subsection (f) of this section, that it is in the public interest to be preserved or rehabilitated or restored rather than to be demolished.

Premises means the parcel of land upon which the building proposed for demolition is located and all adjoining parcels of land under common ownership or control that are identified in the permit application.

Reasonable economic return means the cost to rehabilitate or restore the building to the point at which a reasonable use or a reasonable profit can be realized from the property. This may mean bringing a building up to code to the point at which it can be occupied, not necessarily to its "highest and best use," preferred use or a restoration project.

Significant (building) means any building within the city which is listed on, or is within an area listed on, the National Register of Historic Places, or which is the subject of a pending application for listing on the National Register, or is at least 100 years old and has been determined by the commission in their initial determination to be a significant building, per subsection (e) of this section.

Voluntary means any act(s) done by design or intention, which is proposed, intended, or not accidental. An act of God is not considered voluntary, but rather is regarded as an act done without the will or

choice of the applicant (or owner, if different from applicant). For the purposes of this section, the destruction of a significant building for failure to properly secure or maintain it shall be considered voluntary.

3. *Review of demolitions.* No building in the city may undergo demolition, as defined in subsection (b) of this section, except through the provisions of this section. Demolition may only be permitted if one of the following apply:
 - A. The building does not meet the prima facie definition of a significant building (i.e. it is less than 100 years old, and is not currently on, or proposed to be placed on, the National Register);
 - B. The building is located within an exempt area;
 - C. The building is determined by the commission or its designee to not be significant, through the procedure of subsection (5) of this section;
 - D. The building is determined by the commission to not be preferably preserved through the procedure of subsection (6) of this section, and has met any condition of such determination per subsection (f)(5)c of this section;
 - E. The commission lifts or shortens a demolition review period per subsection (7) of this section; or
 - F. The demolition review period, per subsection (7) of this section, is exhausted.
4. *Notification.* When the building official or planning director receives an application for a demolition permit, a building permit or a permit for zoning relief (including but not limited to special permit, site plan review or variance), for work that will constitute demolition, as defined in this section, and is on a building that is or could be determined significant, as defined in this section, and is not within an exempt area, then the building official or planning director shall, within ten calendar days, notify:
 - A. the commission or its designees in writing that a relevant application has been received. This notification shall include a copy of the application, and shall be delivered to the commission or its designees by interoffice mail, email, other electronic means, or by in-hand delivery; and,
 - B. the Applicant to complete and submit an application to the commission.
5. *Initial determination (determination of significance).*
 - A. *Determinations by the commission.* The commission shall move to determine if a building is significant, as follows:
 - i. If a building is listed on, or is within an area listed on, the National Register of Historic Places, or the subject of a pending application for listing on the National Register, it shall be automatically determined significant, and shall be scheduled for final determination of this section.
 - ii. Otherwise, for buildings over 100 years old the applicant must submit an application to the commission, using the forms developed per subsection (10)(D) of this section. Upon receipt of an application, the commission or its designee shall make a written determination whether the building, which is the subject of the relevant permit application, is a significant building.
 - B. *Criteria for determination of significance.* To determine if a building over 100 years old is significant, the commission must make a finding by majority vote that the building is:
 - i. Associated with one or more important historic persons or events, or with the broad architectural, cultural, political, economic or social history of the city or the Commonwealth of Massachusetts; or,
 - ii. Historically or architecturally significant (in terms of period, style, method of building construction, or association with a reputed architect or builder) either by itself or in the context of a group of buildings;

and therefore it is in the public interest for the premises to be explored further through the final determination process.

The commission shall consider:

- a. Setting - the character of the location and how the building is situated in relationship to other features, such as the streetscape and neighboring buildings.

- b. Materials - the elements that were originally combined to construct the building, sometimes referred to as historic building fabric.
- c. Design - reflects the historic building style.
- d. Location - the place where the building was originally placed.
- e. Workmanship - evidence of the builder's craft skills and technology.
- f. Feeling - the expression of the aesthetic or historic sense of a particular time period.
- g. Association - the direct link between an important event or person and the building.

C. *Procedure for public meeting, notice and hearing.*

- i. The determination of significance of certain classes or types of buildings including concrete block garages, outbuildings, sheds and similar accessory buildings shall be made at a public meeting. The public meeting shall occur within 21 days of the application submission to the commission. If the commission determines such a building does not meet the criteria of this section, and is therefore not significant, this determination shall be transmitted to the building official. Otherwise, the applicant shall proceed with the request for a final determination in a public hearing per subsection (6) of this section.
- ii. A determination of significance shall be made in a duly noticed public hearing by the commission, except as exempted in subsection (C)(i) or waived per subsection (5)(E) of this section. The public hearing shall be held within 65 calendar days of the commission or its designees receiving a copy of the application, unless an extension of time is permitted by mutual agreement of the applicant and the commission. The commission shall give the public notice of the hearing by publishing the time, place, and purpose of the hearing in a local newspaper, at least 14 days prior to the hearing. The commission shall also mail, in a form designated by the city, a notice to the applicant, the owner of the building and abutters to the subject property, postmarked at least ten days prior to the hearing. The Applicant shall pay the cost of the newspaper notice and postage of mailed notices. The commission shall complete the public hearing within 35 days of opening the public hearing, unless an extension of time is permitted by mutual agreement of the applicant and the commission.

D. *Notice of decision.*

- i. If the commission determines that the building is not a significant building, this determination shall be transmitted to the building official, the applicant, the owner of the building and to the city clerk within 14 calendar days from the date of determination. The applicant shall not be required to take any further steps toward preservation of the building and the demolition may proceed, subject to all other building permit and zoning requirements.
- ii. If the commission determines that the building is significant, it shall notify the building official, the applicant, and the city clerk, of its determination within 14 calendar days from the date of determination. The owner or applicant, or their representatives, shall then be required to attend a subsequent final determination public hearing with the commission during which the commission will determine if the building is to be preferably preserved.
- iii. If the commission fails to act in accordance with this process within the prescribed timeframe, the building official may grant the demolition permit, provided that the applicant has met all other requirements under the filed applications, and shall notify the commission in writing that the permit has been granted.

E. *Waiver of initial determination.* An applicant, when submitting the required documents for an initial determination, may voluntarily select to waive initial determination. If the initial determination is waived, the building shall immediately be determined to be a significant building, without further action from the commission, and shall be scheduled for a final determination per subsection (6) of this section.

F. *Expiration.* An initial determination is valid for three years. If an applicant does not proceed to apply for final determination within three years, the review process must start over from the beginning, prior to

a building being demolished. If an application does not demolish a building within three years of a determination that the building is not a significant building, the review process must start over from the beginning, prior to a building being demolished.

6. *Final determination (determination of preferably preserved).*

A. *Additional application and plan review materials.* Applicants who did not submit an application for an Initial determination must submit an application to the Commission for a final determination. Applicants that submitted an application for an initial determination may need to provide additional information, in addition to the information requested, in the process of a final determination, as follows.

In the event that the applicant and/or owner seek to take a position that the building is of deficient structural integrity, the applicant shall submit an independent licensed structural engineer's report, from a qualified and experienced structural engineer with proven expertise in historic building techniques.

In the event that the applicant and/or owner seek to take a position that a financial hardship applies to a property, the commission may request any or all of the following. It will be incumbent upon the applicant to provide such information in order for the demolition review process to continue:

- i. The appraised value of the property by a licensed appraiser for the following conditions: in the property's current condition; after completion of the proposed demolition; and after rehabilitation of the existing property for continued use.
- ii. An estimate from an architect, developer, contractor, or appraiser experienced in rehabilitation as to the cost to rehabilitate the building to the point of which a reasonable use or a reasonable profit can be realized from the property. Such considerations may include, but not be limited to, bringing a building up to code so it can be occupied.
- iii. The amount paid for the property, the date of purchase, and the person from whom the property was purchased, a description of the relationship, if any, between the owner of record, the applicant and the person from whom the property was purchased or is being purchased, and the terms of the purchase or proposed purchase, including financing.
- iv. Operation and maintenance expenses, depreciation deduction and annual cash flow before and after debt service, if any.
- v. The name of all mortgagees and the balance of all mortgages or other financing secured by the property and annual debt service.
- vi. All appraisals obtained within the previous two years by the owner or applicant in connection with the purchase, financing and ownership of the property.
- vii. Any listing of the property for sale or rent, the price asked and offers received for sale or rent, if any, within the previous five years.
- viii. The assessed value of the property for the previous two assessment years.
- ix. The form of ownership or operation of the property, whether sole proprietorship, for profit or not-for-profit corporation, limited partnership, joint venture or other.
- x. Any other information considered necessary by the commission to determine whether the property yields or may yield a reasonable economic return to the property owner(s).
- xi. Proof of the applicant's efforts to obtain financing, tax incentives, preservation grants and other incentives to allow the applicant to earn a reasonable economic return from the property.
- xii. Documents, including copies of invoices, detailing the applicant's efforts in ongoing maintenance and repair.

B. *Procedure for public notice and meetings.* The commission shall conduct a public hearing on the application within 45 calendar days of the initial determination of significance, unless an extension of time is permitted by mutual agreement of the applicant and the commission. The commission shall give the public notice of the hearing by publishing the time, place, and purpose of the hearing in a local

newspaper, at least 14 calendar days prior to the hearing. The commission shall also mail, in a form designated by the city, a notice to the applicant, the owner of the building and abutters, postmarked at least ten calendar days prior to the hearing. The Applicant shall pay the cost of the newspaper notice and postage of mailed notices.

- C. *Public hearing.* The commission shall complete the public hearing within 35 days of opening the public hearing regarding the determination of “preferably preserved”, unless an extension of time is permitted by mutual agreement of the applicant and the commission. The applicant or their agent must present their demolition request in person to the commission and be prepared to answer questions asked by the commission. If the property applicant, their agent, or property owner is unable to address questions regarding the demolition request or the supporting documentation, the experts/professionals who prepared the information must be present. If the applicant, owner or their agent cannot attend the meeting or adequately address questions, the demolition request will be continued to a later meeting and the commission’s determination will be delayed.
- D. *Peer review.* The commission may call for a peer review of any professional report, should the commission deem it necessary to make a final determination, subject to the availability of funds.
- E. *Final determination.* Upon completion of the public hearing, the commission shall determine if a significant building shall be preferably preserved by majority vote of the commission, as follows:
 - i. The commission may, at their discretion, determine that a building is a preferably preserved building, as follows: by determining that the demolition of the building would be detrimental to the architectural, cultural, political, economic, or social heritage of the city.
 - ii. The commission may, at their discretion, determine that a building is not a preferably preserved building, as follows: by determining that demolition of the building does not merit a finding under subsection (6)(E) above; or, by making a finding that the negative impact on the heritage of the city would be exceeded by the benefit to the city of the development that would occur if the demolition were permitted to go forward.
 - iii. The commission may, at their discretion, place conditions on a determination that a building is not preferably preserved, which may require an applicant to provide one or more of the following to the planning department prior to demolition:
 - 1. photographic documentation of the building to be demolished;
 - 2. architectural renderings of the building to be demolished;
 - 3. identification of materials for salvage of material; and/or,
 - 4. a plan for installation of historic or interpretive signage at or near the site.
- F. *Filing of decision.* Within 14 calendar days following the date of the public hearing, the commission or its designees shall file a final determination, in writing, with the city clerk, and shall inform the building official, the applicant and the owner of the building.
- G. *Expiration.* A final determination that a building is not a preferably preserved building is valid for three years. If an applicant does not demolish a building within three years of a determination that the building is not a preferably preserved building, the process must start over from the beginning prior to a building being demolished.

7. *Process for preferably preserved buildings.*

- A. *Demolition review period.* Upon the commission’s final determination that said building is preferably preserved the building official shall not issue a demolition permit for building during the demolition review period. The demolition review period shall be as follows: The demolition review period shall be a maximum of 12 months. The demolition review period shall begin on the date following the day upon which the commission made the final determination that building is preferably preserved.
- B. *Alternatives to demolition.* During the demolition review period, the applicant, their agent, and/or the owner (if different from applicant), and the commission or its designees are encouraged to actively pursue alternatives to demolition of the preferably preserved building, including but not limited to, finding a buyer for the building that is willing to rehabilitate the property, rather than demolish it. The

applicant, their agent, and/or the owner is encouraged to actively pursue alternatives to demolition by meeting with the commission at a minimum of once per month during the demolition review period.

C. *Shortening/ending the demolition review period.* The commission may shorten or end the demolition period, at its discretion, upon determination that one of the following conditions applies:

- i. The commission determines that there is no reasonable likelihood that either the owner or some other person or group is willing to purchase, preserve, rehabilitate or restore such building.
- ii. The commission and the applicant come to a mutually agreeable plan for a more limited demolition that adequately preserves the property and permits the applicant to meet the findings of subsection (6)(E) of this section.
- iii. The commission and the applicant come to a mutually agreeable set of strategies for addressing the heritage on the site, including but not limited to:
 1. photographic documentation of the building to be demolished;
 2. architectural renderings of the building to be demolished;
 3. identification of materials for salvage of material;
 4. a plan for installation of historic or interpretive signage at or near the site; and/or,
 5. the establishment of design standards for a replacement building, provided that the standards are limited to the reflection of elements in the building to be demolished or are intended to complement the character of adjacent buildings of historical significance.

Upon making a determination to shorten or end the demolition review period, the commission shall file a decision and inform the applicant and the building official.

D. *Withdrawal.* If the applicant chooses not to proceed with demolition, the applicant may, at any time, inform the commission and withdraw their application without prejudice.

E. *Expiration.* Upon expiration of a demolition review period, or upon a determination by the commission to shorten or end a demolition review period, an applicant shall have three years to demolish the building. If an application does not demolish a building within three years of the expiration of the review period or the determination to shorten or end the review period, the process must start over from the beginning prior to a building being demolished.

8. *Enforcement.*

A. *Authority.* The Inspectional Services Department is the enforcing authority for this section. The Building official is authorized to institute any and all actions and proceedings, in law or in equity, as they deem necessary and appropriate to obtain compliance with the requirements of this section. This may include, but is not limited to, the complete reconstruction and restoration of the demolished building.

B. *Fines.* The provisions of this section may be enforced by a noncriminal disposition pursuant to M.G.L. c. 40, § 21D. Each violation shall be deemed a separate offense. Each day a violation occurs shall be deemed a separate offense. Unless otherwise provided, any person, firm, corporation, association or other entity violating any provision of this section shall be punished by a fine of \$300.00 per day, per violation, in accordance with section 235-3.4 of the Code of Ordinances. Unpaid fines shall result in a municipal lien against the subject property.

C. *Building permit delay.* No building permit shall be issued for a new building on any premises where a significant building is demolished in violation of this section, for the period specified therein.

9. *City-owned buildings.*

- A. *Exemption.* As noted in the definition of “exempt area,” buildings owned by the city are not subject to the demolition review process.
 - B. *Historical commission review.* Prior to the demolition of any building owned by the city, the city administration shall submit information about the demolition to the commission for a non-binding review and comment.
 - C. *Comment meeting.* The commission shall schedule, at their next available public meeting, for the city administration to present the building to be demolished and the purpose and need for the demolition.
 - D. *Commission role.* After the presentation by the city administration, the commission may, within 35 days, issue comments on the demolition. Comments will be provided to the city administration and the city council. Those comments may include, but not be limited to: suggestions for photographic documentation or renderings of the building to be demolished, identification of materials for salvage and/or suggestions for installation of historic or interpretive signage at or near the site.
 - E. *City council action on demolition.* The city council may not approve any order, including appropriation of funds, that will permit the demolition of a building owned by the city, until the building has been submitted for review by the commission and either a) the commission has provided comments to the city council or; b) 35 days have elapsed after the date of the presentation to the commission, with no comments submitted by the commission to the city council.
10. *Other provisions.*
- A. *Secure building.* Upon a determination by the commission that a building is a significant and/or preferably preserved building, the owner shall be responsible for properly securing the building in order to protect it from the weather and trespass/vandalism.
 - B. *Emergency demolition.* Nothing in this section shall derogate from the authority of the building official and/or a board of survey to act under M.G.L. c. 143 and the State Building Code.
 - C. *Historic Districts Act.* If any provision of this section conflicts with the “Historic Districts Act,” M.G.L. c. 40(C), the Act shall prevail.
 - D. *Rules and regulations.* The commission may establish rules and regulations of procedure for the implementation of this section, including but not limited to establishment of application fees. The planning staff shall develop application forms to accept and process submittals under this section.
 - E. *Transferability.* Where the owner sells or transfers ownership of a property that is in the middle of the demolition review process, that new owner may continue the review process but may be required to submit updated documentation as required by the commission.
 - F. *Effect.* This section shall take effect upon approval. The Ordinance and amendments thereto do not apply to applications for demolition submitted prior to the approval date.
 - G. *Severability and reinstatement.* In case any section, paragraph or part of this section for any reason shall be declared invalid by any court, every other section, paragraph and part shall continue in full force and effect. If any section, sentence, clause or phrase of this section is held invalid, the relevant section, sentence, clause or phrase in effect prior to the effective date of the section shall be reinstated in full force and effect, without further action from the city council.

City of Melrose

City Ordinances, Article II. General Legislation

Chapter 132 Demolition review.

1. *Purpose.* The purpose of this ordinance is to preserve and protect significant buildings within the City of Melrose ("city") which constitute or reflect distinctive aspects of the architectural, cultural, political, economic, or social history of the city, and which are outside of designated local historic districts; to encourage owners of such buildings and the Melrose Historical Commission ("commission") to develop strategies to preserve, rehabilitate, or restore such buildings, rather than demolish them; or, in the alternative, to seek out persons willing to purchase and to preserve, rehabilitate, or restore such buildings, rather than demolish them; and to promote the public welfare by making the city a more attractive place in which to live. To achieve these purposes, the issuance of demolition permits for significant buildings is regulated as provided in this ordinance.
2. *Definitions.* For the purposes of this section, the following words and phrases shall have the meanings set forth below:

Abutter means owners of land directly abutting and opposite on any public or private street or way, and abutters to the abutters within three hundred feet of the property line of the subject property as they appear on the most recent applicable tax list notwithstanding that the land of any such owner is located in another city or town.

Application means a written application for a permit for the demolition of a building, a building permit, or zoning relief/compliance.

Board of survey means the board ordered to respond, by M.G.L. c. 143 § 8, when an owner of a building does not respond to a notice that the building is unsafe.

Building means any combination of materials forming a shelter for persons, animals or property, as well as any constructed, erected, or placed material or combination of materials in or upon the ground, excluding fences, walls, side & rear decks, sidewalks, stairs and paving on streets, driveways and patios.

Building official means the Building Commissioner, or his/her designee.

Calendar day means any day of the week, including a Saturday or a Sunday or a holiday.

City clerk means the person holding the office of city clerk in the city.

Demolition means the act of pulling down, destroying, removing, moving, or razing a building. Demolition includes commencing the work of the destruction of 50 percent or more of the exterior surface area (including walls and roof) of a building. For the purposes of this section, the term "demolition" shall not include routine maintenance as long as the maintenance undertaken does not fit the definitions of demolition contained in this section. For the purposes of this section, "demolition" does not include:

- (1) Removal, replacement, or installation of siding, roof shingles or windows;
- (2) Routine maintenance as long as the maintenance undertaken does not fit the definitions, of demolition contained in this section;
- (3) Interior renovations (except where the renovation is conducted for the purpose of compromising the integrity of the building);
- (4) Exploratory demolition, to the extent that it does not compromise the structure of the building;
- (5) Interior demolition, to the extent that it does not compromise the structure of the building; or
- (6) Minor projects as defined below.

Demolition review period means a period of time whereby a window of opportunity is enacted in order to enable the owners of a property, working with the commission or its designees, to determine ways of preserving and/or rehabilitating and/or restoring the property as an alternative to demolition.

Exempt areas means the following:

- (1) The local historic districts as identified in Chapter 131 of the Code of Ordinances; and,
- (2) Buildings owned by the city.

Exploratory demolition is the act of removing or uncovering (non-structural) building materials located on the interior of a building prior to renovation, rehabilitation, restoration, or remodeling in order to verify the existing conditions present in otherwise unexposed areas.

Final determination means a determination that a building is preferably preserved, made by the commission in accordance with subsection (6) of this section.

Initial determination means a determination that a building is significant, in accordance with subsection (5) of this section.

Minor project is the removal of a portion of a structure for the purpose of only accomplishing one or more of the following: adding a dormer, dormer window, entry canopy, bay, or gable; adding an addition to the side or rear of the structure; adding or altering a portico, porch or deck; or, changing the shape, style or structure of a roof.

Owner means the entity with legal title to a building.

Permit means a written permit issued by the Building official that allows for the demolition (as defined herein) of a building pursuant to an application.

Person means an individual, corporation, partnership, association, trust, society, or similar entity.

Preferably preserved (building) means a significant building, which, as the commission determines, as provided in this section, is in the public interest to be preserved or rehabilitated or restored rather than to be demolished.

Premises means the parcel of land upon which the building proposed for demolition is located.

Reasonable economic return means the cost to rehabilitate or restore the building to the point at which a reasonable use or a reasonable profit can be realized from the property. This may mean bringing a building up to code to the point at which it can be occupied, not necessarily to its "highest and best use," preferred use or a restoration project.

Significant (building) means any building within the city which is listed on, or is within an area listed on, the National Register of Historic Places, or which is the subject of a pending application for listing on the National Register, or is built on or before the year 1899 and has been determined by the commission in their initial determination to be a significant building, per subsection (5) of this section.

Voluntary means any act(s) done by design or intention, which is proposed, intended, or not accidental. An act of God is not considered voluntary, but rather is regarded as an act done without the will or choice of the applicant (or owner, if different from applicant).

3. *Review of demolitions.* No building in the city may undergo demolition except through the provisions of this section. Demolition may only be permitted if one of the following apply:
 - A. The building does not meet the prima facie definition of a significant building (i.e. built after 1899, and is not currently on, or proposed to be placed on, the National Register);
 - B. The building is located within an exempt area;
 - C. The building is determined by the commission or its designee to not be significant;
 - D. The building is determined by the commission or its designee to be significant, and has met any condition of such determination;
 - E. The building is determined by the commission to not be preferably preserved, and has met any condition of such determination;
 - F. The commission lifts or shortens a demolition review period; or
 - G. The demolition review period is exhausted.

4. *Application and Notification.*

- A. An applicant can complete a demolition review application, using the forms developed per subsection (10)(B) for the Historical Commission's review at any time for a building that requires this review.
- B. When the building official or planning director receives an application for a demolition permit, a building permit or a permit for zoning relief (including but not limited to special permit, site plan review or variance), for work that will constitute demolition, and is on a building that is or could be determined significant, and is not within an exempt area, and for which a demolition review application has not been submitted, then the building official or planning director shall, within ten calendar days, notify:
 - i. the commission or its designees in writing that a relevant application has been received. This notification shall include a copy of the application, and shall be delivered to the commission or its designees by interoffice mail, email, other electronic means, or by in-hand delivery; and,
 - ii. the applicant to complete and submit a demolition review application to the commission.

5. *Initial determination (determination of significance).*

- A. *Determinations by the commission.* The commission shall move to determine if a building is significant, as follows:
 - i. If a building is listed on, or is within an area listed on, the National Register of Historic Places, or the subject of a pending application for listing on the National Register, it shall be automatically determined significant, and shall be scheduled for final determination of this section.
 - ii. Otherwise, for buildings built on or before 1899 the, upon receipt of an application, the commission shall make a written determination whether the building, which is the subject of the relevant permit application, is a significant building.
- B. *Criteria for determination of significance.* To determine if a building built on or before 1899 is significant, the commission must make a finding by majority vote that the building is:
 - i. Associated with one or more important historic persons or events, or with the broad architectural, cultural, political, economic or social history of the city or the Commonwealth of Massachusetts; or,
 - ii. Historically or architecturally significant (in terms of period, style, method of building construction, or association with a reputed architect or builder) either by itself or in the context of a group of buildings;

and therefore it is in the public interest for the premises to be explored further through the final determination process.

The commission in making a determination that a building is significant under this section shall consider the following criteria:

- a. Setting - the character of the location and how the building is situated in relationship to other features, such as the streetscape and neighboring buildings.
- b. Materials - the elements that were originally combined to construct the building, sometimes referred to as historic building fabric.
- c. Design - reflects the historic building style.
- d. Location - the place where the building was originally placed.
- e. Workmanship - evidence of the builder's craft skills and technology.
- f. Expression - the expression of the aesthetic or historic sense of a particular time period.
- g. Association - the direct link between an important event or person and the building.

The commission shall adopt standards that detail the process for the evaluation of the foregoing criteria to allow for reasoned and predictable decision-making. These standards shall include minimum requirements for evidence needed to support findings of significance and they shall outline the method by which the commission will weigh the criteria presented.

C. *Procedure for public meeting, notice and hearing.*

- i. The determination of significance of detached garages, outbuildings, sheds and similar accessory

buildings shall be made at a public meeting. The public meeting shall occur within 21 days of the application submission to the commission. If the commission determines such a building does not meet the criteria of this section, and is therefore not significant, this determination shall be transmitted to the building official. Otherwise, the applicant shall proceed with the request for a final determination in a public hearing per subsection (6).

- ii. A determination of significance shall be made in a duly noticed public hearing by the commission, except as specified in subsection (C)(i) above. The public hearing shall be held within 65 calendar days of the commission or its designees receiving a copy of the application, unless an extension of time is permitted by mutual agreement of the applicant and the commission. The commission shall give the public notice of the hearing by publishing the time, place, and purpose of the hearing in a local newspaper, at least 14 days prior to the hearing. The commission shall also mail, in a form designated by the city, a notice to the applicant, the owner of the building and abutters to the subject property, postmarked at least ten days prior to the hearing. The Applicant shall pay the cost of the newspaper notice and postage of mailed notices. The commission shall complete the public hearing within 35 days of opening the public hearing, unless an extension of time is permitted by mutual agreement of the applicant and the commission.
- iii. At the public hearing for the initial determination the commission may elect to waive the notification of a second public hearing for the final determination if it determines that the building is significant and it finds that the conditions specified in subsection (6)(E)(3) can be applied without the need for a more extensive time to prepare for and review the application for the final determination.

D. *Notice of decision.*

- i. If the commission determines that the building is not a significant building, this determination shall be transmitted to the building official, the applicant, the owner of the building and to the city clerk within 14 calendar days from the date of determination. The applicant shall not be required to take any further steps toward preservation of the building and the demolition may proceed, subject to all other building permit and zoning requirements.
- ii. If the commission determines that the building is significant, it shall notify the building official, the applicant, and the city clerk, of its determination within 14 calendar days from the date of determination. The owner or applicant, or their representatives, shall then be required to attend a subsequent final determination public hearing with the commission during which the commission will determine if the building is to be preferably preserved, unless the commission proceeds with conditions as specified in subsection (5)(C)(iii).
- iii. If the commission fails to act in accordance with this process within the prescribed timeframe, the building official may grant the demolition permit, provided that the applicant has met all other requirements under the filed applications, and shall notify the commission in writing that the permit has been granted.

E. *Waiver of initial determination.* An applicant, when submitting the required documents for an initial determination, may voluntarily select to waive the initial determination. If the initial determination is waived, the building shall immediately be determined to be a significant building, without further action from the commission, and shall be scheduled for a final determination per subsection (6).

F. *Expiration.* An initial determination is valid for three years. If an applicant does not proceed to apply for final determination within three years, the review process must start over from the beginning, prior to a building being demolished. If an application does not demolish a building within three years of a determination that the building is not a significant building, the review process must start over from the beginning, prior to a building being demolished.

6. *Final determination (determination of preferably preserved).*

A. *Additional application materials.* Applicants who did not submit an application for an initial determination must submit an application to the commission for a final determination. Applicants that submitted an application for an initial determination may need to provide additional information, in the process of a final determination, as follows.

In the event that the applicant and/or owner seek to take a position that the building is of deficient structural integrity, the applicant shall submit an independent licensed structural engineer's report, from a qualified and experienced structural engineer with proven expertise in historic building techniques.

In the event that the applicant and/or owner seek to take a position that a financial hardship applies to a property, the commission may request any or all of the following. It will be incumbent upon the applicant to provide such information in order for the demolition review process to continue:

- i. The appraised value of the property by a licensed appraiser for the following conditions: in the property's current condition; after completion of the proposed demolition; and after rehabilitation of the existing property for continued use.
 - ii. An estimate from an architect, developer, contractor, or appraiser experienced in rehabilitation as to the cost to rehabilitate the building to the point of which a reasonable use or a reasonable profit can be realized from the property. Such considerations may include, but not be limited to, bringing a building up to code so it can be occupied.
 - iii. The amount paid for the property, the date of purchase, and the person from whom the property was purchased, a description of the relationship, if any, between the owner of record, the applicant and the person from whom the property was purchased or is being purchased, and the terms of the purchase or proposed purchase, including financing.
 - iv. Any listing of the property for sale or rent, the price asked and offers received for sale or rent, if any, within the previous five years.
 - v. The assessed value of the property for the previous two assessment years.
 - vi. Any other information considered necessary by the commission to determine whether the property yields or may yield a reasonable economic return to the property owner(s).
 - vii. Documents, including copies of invoices, detailing the applicant's efforts in ongoing maintenance and repair.
- B. *Procedure for public notice and meetings.* The commission shall conduct a public hearing on the application within 45 calendar days of the initial determination of significance or of receiving an application if one had not been submitted for an initial determination, unless an extension of time is permitted by mutual agreement of the applicant and the commission. The commission shall give the public notice of the hearing by publishing the time, place, and purpose of the hearing in a local newspaper, at least 14 calendar days prior to the hearing. The commission shall also mail, in a form designated by the city, a notice to the applicant, the owner of the building and abutters, postmarked at least ten calendar days prior to the hearing. The Applicant shall pay the cost of the newspaper notice and postage of mailed notices.
- C. *Public hearing.* The commission shall complete the public hearing within 35 days of opening the public hearing regarding the determination of "preferably preserved", unless an extension of time is permitted by mutual agreement of the applicant and the commission. The applicant or their agent must present their demolition request in person to the commission and be prepared to answer questions asked by the commission. If the applicant, their agent, or property owner is unable to address questions regarding the demolition request or the supporting documentation, the experts/professionals who prepared the information must be present. If the applicant, owner or their agent cannot attend the meeting or adequately address questions, the application will be continued to a later meeting and the commission's determination will be delayed.
- D. *Peer review.* The commission may call for a peer review of any professional report, should the commission deem it necessary to make a final determination, subject to the availability of funds.
- E. *Final determination.* Upon completion of the public hearing, the commission shall determine if a significant building shall be preferably preserved by majority vote of the commission, as follows:
- i. The commission may, at their discretion, determine that a building is a preferably preserved building, as follows: by determining that the demolition of the building would be detrimental to the

architectural, cultural, political, economic, or social heritage of the city.

- ii. The commission may, at their discretion, determine that a building is not a preferably preserved building, as follows: by determining that demolition of the building would not be detrimental to the architectural, cultural, political, economic, or social heritage of the city; or, by making a finding that the negative impact on the heritage of the city would be exceeded by the practical considerations of the conditions of the building and premises.
- iii. The commission may, at their discretion, place conditions on a determination that a building is not preferably preserved, which may require an applicant to provide one or more of the following to the planning department prior to demolition:
 - 1. photographic documentation of the building to be demolished;
 - 2. architectural renderings of the building to be demolished;
 - 3. identification of materials for salvage of material; and/or,
 - 4. a plan for installation of historic or interpretive signage at or near the site.

F. *Filing of decision.* Within 14 calendar days following the date of the public hearing, the commission or its designees shall file a final determination, in writing, with the city clerk, and shall inform the building official, the applicant and the owner of the building.

G. *Expiration.* A final determination that a building is not a preferably preserved building is valid for three years. If an applicant does not demolish a building within three years of a determination that the building is not a preferably preserved building, the process must start over from the beginning prior to a building being demolished.

7. *Process for preferably preserved buildings.*

A. *Demolition review period.* Upon the commission's final determination that said building is preferably preserved the building official shall not issue a demolition permit for building during the demolition review period. The demolition review period shall be as follows: The demolition review period shall be a maximum of 12 months. The demolition review period shall begin on the date following the day upon which the commission made the final determination that building is preferably preserved.

B. *Alternatives to demolition.* During the demolition review period, the applicant, their agent, and/or the owner (if different from applicant), and the commission or its designees are encouraged to actively pursue alternatives to demolition of the preferably preserved building, including but not limited to, finding a buyer for the building that is willing to rehabilitate the property, rather than demolish it. The applicant, their agent, and/or the owner is encouraged to actively pursue alternatives to demolition by meeting with the commission at a minimum of once per month during the demolition review period.

C. *Shortening/ending the demolition review period.* The commission may shorten or end the demolition period, at its discretion, upon determination that one of the following conditions applies:

- i. The commission determines that there is no reasonable likelihood that either the owner or some other person or group is willing to purchase, preserve, rehabilitate or restore such building.
- ii. The commission and the applicant come to a mutually agreeable plan for a more limited demolition that adequately preserves the property to address the commission's considerations in determining that the building is 'preferably preserved'.
- iii. The commission and the applicant come to a mutually agreeable set of strategies for addressing the heritage on the site, including but not limited to:
 - 1. photographic documentation of the building to be demolished;
 - 2. architectural renderings of the building to be demolished;
 - 3. identification of materials for salvage of material;
 - 4. a plan for installation of historic or interpretive signage at or near the site; and/or,
 - 5. the establishment of design standards for a replacement building, provided that the standards are limited to the reflection of elements in the building to be demolished or are intended to complement the character of adjacent buildings of historical significance.

Upon making a determination to shorten or end the demolition review period, the commission shall file a decision and inform the applicant and the building official.

- D. *Withdrawal*. If the applicant chooses not to proceed with demolition, the applicant may, at any time, inform the commission and withdraw their application without prejudice.
- E. *Expiration*. Upon expiration of a demolition review period, or upon a determination by the commission to shorten or end a demolition review period, an applicant shall have three years to demolish the building. If an application does not demolish a building within three years of the expiration of the review period or the determination to shorten or end the review period, the process must start over from the beginning prior to a building being demolished.

8. *Enforcement*.

- A. *Authority*. The Inspectional Services Department is the enforcing authority for this section. The Building official is authorized to institute any and all actions and proceedings, in law or in equity, as they deem necessary and appropriate to obtain compliance with the requirements of this section. This may include, but is not limited to, the complete reconstruction and restoration of the demolished building.
- B. *Fines*. The provisions of this section may be enforced by a noncriminal disposition pursuant to M.G.L. c. 40, § 21D. Each violation shall be deemed a separate offense. Each day a violation occurs shall be deemed a separate offense. Unless otherwise provided, any person, firm, corporation, association or other entity violating any provision of this section shall be punished by a fine of \$300.00 per day, per violation. Unpaid fines shall result in a municipal lien against the subject property.
- C. *Building permit delay*. No building permit shall be issued for a new building on any premises where a significant building is demolished in violation of this section for 18 months from the demolition of the building.

9. *City-owned buildings*.

- A. *Exemption*. As noted in the definition of “exempt area,” buildings owned by the city are not subject to the demolition review process.
- B. *Historical commission review*. Prior to the demolition of any building owned by the city that was built on or before the year 1899, the city administration shall submit information about the demolition to the commission for a non-binding review and comment.
- C. *Comment meeting*. The commission shall schedule, at their next available public meeting, for the city administration to present the building to be demolished and the purpose and need for the demolition.
- D. *Commission role*. After the presentation by the city administration, the commission may, within 35 days, issue comments on the demolition. Comments will be provided to the city administration and the city council. Those comments may include, but not be limited to: suggestions for photographic documentation or renderings of the building to be demolished, identification of materials for salvage and/or suggestions for installation of historic or interpretive signage at or near the site.

10. *Other provisions*.

- A. *Secure building*. Upon a determination by the commission that a building is a significant and/or a preferably preserved building, the owner shall be responsible for properly securing the building in order to protect it from the weather and trespass/vandalism. The destruction of a significant building for failure to properly secure or maintain it shall be considered voluntary and is a violation of this section.
- B. *Rules and regulations*. The commission may establish rules and regulations of procedure for the implementation of this section, including but not limited to establishment of application fees. The planning staff shall develop application forms to accept and process submittals under this section.
- C. *Transferability*. Where the owner sells or transfers ownership of a property that is in the middle of the demolition review process, that new owner may continue the review process but may be required to submit updated documentation as required by the commission.
- D. *Effect*. This section shall take effect upon approval. The Ordinance and amendments thereto do not apply to applications for demolition submitted prior to the approval date.

- E. *Severability and reinstatement.* In case any section, paragraph or part of this section for any reason shall be declared invalid by any court, every other section, paragraph and part shall continue in full force and effect. If any section, sentence, clause or phrase of this section is held invalid, the relevant section, sentence, clause or phrase in effect prior to the effective date of the section shall be reinstated in full force and effect, without further action from the city council.