



CITY OF MELROSE
CITY COUNCIL
ORDERS OF THE DAY • APRIL 5, 2021

Web-based remote meeting
, Melrose, MA 02176

Regular Meeting

7:45 PM

I. CALL TO ORDER

II. REMOTE MEETING INFORMATION

Pursuant to Governor Baker's March 12, 2020 Order Suspending Certain Provisions of the Open Meeting Law, G.L. c. 30A, §18, and the Governor's March 15, 2020 Order imposing strict limitations on the number of people that may gather in one place, this meeting of the City Council will be conducted via remote participation to the greatest extent possible. We will post an audio or video recording, transcript, or other comprehensive record of these proceedings as soon as possible after the meeting on the City of Melrose website and on MMTV/ mmtv3.org. The public can find online access instructions to view this meeting at www.cityofmelrose.org/remote-meetings

III. PUBLIC COMMENT

IV. COMMUNICATIONS FROM HIS HONOR, THE MAYOR AND OTHER CITY OFFICIALS

1. **ORDER-2021-103** : Re-appointment of Aaron Beitman, 35 Leonard Road, to the Human Rights Commission for a three-year term; said term to expire on the last day of February 2024.

Offered by: Mayor Paul Brodeur

2. **ORDER-2021-104** : Amending Chapter 173 of the Revised Ordinances of the City of Melrose

Offered by: Mayor Paul Brodeur

3. **ORDER-2021-105** : Re-appointment of Bonnie Clapp, 177 First Street, to the Human Rights Commission; said term to expire on the last day of February 2024.

Offered by: Mayor Paul Brodeur

4. **ORDER-2021-106** : Re-Appointment of Elizabeth Ticcioni, 14 Irving Street, to the Human Rights Commission; said term to expire on the last day of February 2024.

Offered by: Mayor Paul Brodeur

5. **ORDER-2021-107** : Appointment of Debra Vance, 131 Florence St, Melrose MA., to the Human Rights Commission for her first full term, said term to expire on the last day of February 2024

Offered by: Mayor Paul Brodeur

6. **ORDER-2021-108** : Re-appointment of Karen Burke to the Commission on Disability for a three-year term, to serve as the elected/appointed official member; said term to expire on the last day of February 2024.

Offered by: Mayor Paul Brodeur

7. **ORDER-2021-109** : An Appropriation from Free Cash, account number (01-324001), in the amount of \$604,833 (Six Hundred four thousand, eight hundred thirty-three dollars) to various accounts as set forth herein.

Offered by: Mayor Paul Brodeur

8. **ORDER-2021-110** : An Appropriation from Free Cash, account number (01-324001), in the amount of \$1,150,000 (One Million, One Hundred Fifty Dollars), to various stabilization accounts as set forth herein.

Offered by: Mayor Paul Brodeur

V. NEW BUSINESS

1. **ORDER-2021-111** : An Order Relative to Construction Site Noise during the COVID-19 Pandemic

Sponsored by: Ward 7 Cory Thomas, Ward 5 Shawn M. MacMaster

2. **ORDER-2021-112** : Application of Santa Fe Burrito Grill Melrose, 411-417 Main Street, Melrose for a Common Victualler License

3. **ORDER-2021-113** : Reappointment of Anthony Melito as a Constable in the City of Melrose
Offered by: Mayor Paul Brodeur

VI. ORDERS OUT OF ORDER

VII. ORDERS FROM COMMITTEE

VIII. REPORTS - RULE 53

IX. CALENDAR

1. **ORDER-2021-84** : A request for an update on the Mayor's Free Cash Distribution Plan for Fiscal Year 2021
Sponsored by: Ward 6 Jen Grigoraitis, At-Large Leila Migliorelli, At-Large Maya Jamaledine

From: Appropriations Committee

RECOMMEND PLACE ON FILE

2. **ORDER-2021-91** : Acceptance of a Melrose Wakefield Healthcare grant to support behavioral health programming
Offered by: Mayor Paul Brodeur

From: Appropriations Committee

RECOMMEND PASSAGE

3. **ORDER-2021-92** : Acceptance of 911 Support & Incentive Award to support dispatch costs
Offered by: Mayor Paul Brodeur

From: Appropriations Committee

RECOMMEND PASSAGE

4. **ORDER-2021-93** : Appointment of Erin Heyneman, 54 Highview Avenue to the Commission on Disability for a three-year term; said term to end on the last day of February 2024.
Offered by: Mayor Paul Brodeur

From: Health, Education & Welfare Committee

RECOMMEND PASSAGE

5. **ORDER-2021-97** : Amending Article VII, Section 198-20 of the Revised Ordinances of the City of Melrose entitled “Sustainable Food Containers and Packaging”

Offered by: Mayor Paul Brodeur

From: Legal & Legislative Committee

RECOMMEND PASSAGE

6. **ORDER-2021-98** : Appointment of Jennifer Strasburger, 88 E Foster St, Melrose MA., to the Human Rights Commission for her first full term, said term to expire on the last day of February 2024.

Offered by: Mayor Paul Brodeur

From: Appropriations Committee

RECOMMEND PASSAGE

7. **ORDER-2021-99** : Declaration of a Portion of City -Owned Land along Central Terrace as Surplus Property Available for Disposition via Lease Agreement

Offered by: Mayor Paul Brodeur

From: Legal & Legislative Committee

RECOMMEND PASSAGE

8. **ORDER-2021-94** : Reappointment of John J. Higgins, III, 47 Malvern St., to the position of Constable

Offered by: Mayor Paul Brodeur

From: Protection and License Committee

RECOMMEND PASSAGE

9. **ORDER-2021-95** : Reappointment of Mark J. Snider, 103 Boardman Ave., as a Constable in the City of Melrose

Offered by: Mayor Paul Brodeur

From: Protection and License Committee

RECOMMEND PASSAGE

10. **ORDER-2021-101** : Application of Caffè Nero Americans Inc., d/b/a Caffè Nero- 530 Main Street, Melrose for a Common Victualler License

Sponsored by: President Christopher Cinella

From: Protection and License Committee

RECOMMEND PASSAGE

X. ADJOURNMENT

Melrose Human Rights Commission
562 Main Street
Melrose, MA 02176

January 31st, 2017

To Whom It May Concern,

I learned of the Melrose Human Rights Commission's (MHRC) efforts to seek new commissioners from current commissioner and spiritual leader of my synagogue, Rabbi Arnie Fertig. My family and I moved to Melrose in June 2016.

My strong interest in joining the Melrose Human Rights Commission is motivated by family history as well as personal and work experience.

The shadow of the Holocaust, like for many, extends over my family. My paternal grandparents fled Nazi Germany for the United States in the mid-1930s, while my mother's family left Poland after the ravages of World War I. A few years ago I visited my ancestral Polish town of Ciechanowicz, which once was majority Jewish. I also visited Treblinka, the nearby Nazi death camp. Standing in Ciechanowicz's small, reconstituted Jewish cemetery and seeing the wind blow through trees standing at Treblinka sent chills through me that I will never forget.

While the Holocaust will always motivate my dedication, human rights are universal. As a commissioner on the MHRC, I would advocate for organizing community events, such as a local commemoration of International Human Rights Day or drawing attention human rights violations worldwide. I would also work to build coalitions with human rights organizations in other towns

As the parent of young children who will grow up under the long shadow of President Donald Trump, I feel strongly about teaching critical thinking, building historical knowledge, and facilitating outside-the-classroom engagement on civil rights, human rights, and social justice issues. Through the MHRC, I would advocate for developing K-12 programs aimed at building knowledge and understanding of civil rights, human rights, and social justice.

My work experience has exposed me to rights issues at the local, state, and global levels. As a staffer for a member of the New York City Council, I assisted constituents in gaining access to services and fought to maintain access to affordable housing for low-income citizens. During my Ph.D. studies, I managed data analysis for openGlobalRights (oGR), a multi-lingual online forum dedicated to debating human rights work from all perspectives.

I am currently a fiscal policy analyst in Governor Charlie Baker's budget office, where I am responsible for the public safety spending. Among other projects, I have been particularly excited to work on efforts to improve mental health treatment and forensic evaluations for patients at Bridgewater State Hospital.

In sum, my family history as well as my personal and work experience have shaped my dedication to human rights. As a commissioner on the MHRC, I look forward to working on excellent, existing programs, organizing community events, and expanding K-12 educational programming on civil rights, human rights, and social justice issues. Thank you for your consideration.

Sincerely,
Aaron Beitman

Aaron Levine Beitman

35 Leonard Road Melrose, MA | 573-424-8976
aaronbeitman@gmail.com

Experience

- **Suffolk University** Boston, MA
Adjunct Lecturer Oct. 2016 – Present
 - Teach graduate-level courses in public policy writing and global public policy in the Government Department
- **Commonwealth of Massachusetts** Boston, MA
Exec. Office for Administration and Finance (A&F), Fiscal Policy Analyst Dec. 2015 – Present
 - Member of a management team that oversees the Commonwealth’s \$39B operating budget and prepares the Governor’s annual budget recommendation
 - Analyze and manage financial planning, revenue forecasting, agency programs, and resource allocation for the 12 agencies of the \$1 B Executive Office of Public Safety and Security
 - Analyze \$2.5 B in Commonwealth debt service spending and contract assistance payments
 - Prepare and summarize complex financial information and analysis for A&F and the Governor’s policy, communications, and legal teams
 - Coordinate and conduct research on criminal justice and long-term liabilities
- **Pioneer Institute for Public Policy Research** Boston, MA
Consultant Sept. 2015 – Dec. 2015
 - Published a [research paper](#) that examines economic performance, budget history, debt practices, and state/local policy relations with respect to Massachusetts “Gateway” cities
- **Terrorism, Transnational Crime and Corruption Center** Arlington, VA
Eurasian Projects Coordinator Oct. 2010 – Aug. 2011
 - Managed administration of U.S. Department of State-funded research and educational programs
 - Translated, processed, and published Russian-language research on terrorism, transnational crime, and corruption for policymakers and the academic community
- **Center for International Private Enterprise** Washington, DC
Program Assistant, Eastern Europe and Eurasia Mar. 2010 – Oct. 2010
 - Processed and tracked cashflows, disbursed funds, and maintained database systems for business community development programs in Belarus and Central Asia

Education

- **University of Minnesota - Twin Cities** Minneapolis, MN
Ph.D. in Political Science Aug. 2011 – Aug. 2015
 - Dissertation: *Distributional Coalitions and Executive Regimes: The Politics of Foreign Direct Investment Incentives in Democracies*
 - Dissertation features statistical analysis of an original cross-national dataset and of public opinion data from Poland, as well as comparative case studies of Romania and Poland
 - Coursework in econometrics, economics, political economy, game theory, and democracy
- **Georgetown University** Washington, DC
Master of Science in Foreign Service Aug. 2007 – May 2009
 - Served as a foreign policy intern for Senator Russ Feingold
 - Supervised a team of six editorial staff as a managing editor of the Georgetown Journal of International Affairs
 - Coursework in international relations, international finance, international trade, accounting, and energy politics
- **Haverford College** Haverford, PA
Bachelor of Arts in History Aug. 2000 – May 2004
 - Study abroad in Moscow and St. Petersburg, Russia

Additional Information

Computer: Stata, R, LaTeX, Beamer, Microsoft Office

Languages: Russian (fluent)

Interests: Squash, tennis, hiking, upright bass, foreign languages

§ 173-1. Board of Park Commissioners.

The Park Department shall be under the charge of the Board of Park Commissioners appointed under and subject to the provisions of MGL c. 45, § 2, which shall, in addition to the powers and duties conferred and imposed upon it by General Laws, have charge of the design, construction, alteration, repair, maintenance and management of the public parks, squares and playgrounds and the lighting and watering thereof.

State law reference — Parks and playgrounds generally, MGL c. 45, §§ 1 to 25.

~~§ 173-2. Offenses generally.~~

~~No person shall solicit the acquaintance of any person; or utter any profane, threatening, abusive or indecent language or loud outcry; or solicit any subscription or contribution; or have possession of or drink any intoxicating liquors; or play any games of chance; or have possession of any instrument of gambling; or do any obscene or indecent act; or pray aloud or make an oration or harangue or any political speech or other canvass or solicitation in or upon any of the grounds under the control and management of the Board of Park Commissioners.~~

§ 173-~~23~~. Injury to property.

No person shall dig up, break, cut, remove, deface, defile or ill use any tree, bush, shrub, plant, turf, building, structure, fence, sign or any other thing or article belonging to the City under the care and management of the Board of Park Commissioners in or upon any of such premises.

§ 173-~~34~~. Throwing missiles; depositing rubbish; use of ponds.

No person shall throw any stone or other missile or throw, drop or place in any park, garden, playground, beach or reservation, pond or brook any wastepaper, rubbish or refuse or, except with the written permission of the Board of Park Commissioners, moor any boat or raft in any pond under its jurisdiction or build or maintain any float or platform on or over the waters of such pond or fish in such pond or cut or injure the ice on the waters of such pond in such a manner as to interfere with the lawful rights of the public therein.

§ 173-~~45~~. Swimming, boating and skating.

No person shall wade or swim in the waters, or row upon the waters in a boat, or skate or slide upon ice covering the waters, of any pond or brook under the jurisdiction of the Board of Park Commissioners which has been determined by such Board or by the Chief of the Police Department to be unfit, unsafe or dangerous for use.

§ 173-~~56~~. Letting of boats and canoes.

- A. No person shall let for hire or have any boats or canoes on any pond under the jurisdiction of the Park Commissioners without a permit from the Board of Park

Commissioners. Permits may be revoked by such Board if boats or canoes are let or used by irresponsible parties or unsafe boats or canoes are let or used.

- B. No person shall let any boat for hire to any person who is less than 17 years of age, unless such minor is accompanied by a responsible adult or produces the written permission of his/her parent or guardian.

§ 173-~~67~~. Capacity to handle boat or canoe.

A person shall not row or paddle a boat or canoe unless, in the opinion of the Superintendent of Parks and Playgrounds or his/her agents, such person is able to handle the same with safety to himself/herself or to the occupants thereof, nor shall he/she do so in such a manner as to annoy or endanger the occupants of other boats or canoes.

§ 173-~~78~~. Motorboats.

No person shall have charge of, run or drive a boat propelled by steam, naphtha, gasoline, electric or other motor or engine within the waters of any pond under the jurisdiction of the Park Commissioners unless he/she shall first have obtained from them a permit to do so.

§ 173-~~89~~. Injuring animals; carrying or discharging firearms and fireworks.

No person shall annoy, injure, shoot or in any way molest any bird or animal or carry or discharge any firearms or fireworks on any park, garden, playground, reservation, beach or any of the grounds under the control and management of the Board of Park Commissioners.

§ 173-~~910~~. Sales and advertising.

No person, except with the written authority of the Board of Park Commissioners, shall engage in any business, sell or expose for sale or give away any goods, wares or merchandise or distribute any circulars or post, paint, affix or display any signs, notices, placards or advertising devices within any of the grounds under the control and management of the Board of Park Commissioners.

§ 173-~~101~~. Sleeping in park areas; climbing over railings or fences.

No person shall go among the shrubberies or lie or sleep upon any area or sit, stand, lie upon or climb over any railing, balustrade, wall or fence within the confines of any park, playground, reservation, beach or any of the grounds under the jurisdiction of the Board of Park Commissioners.

§ 173-~~112~~. Riding or driving vehicles and animals.

No person, except with written authority from the Board of Park Commissioners, shall drive any automobile, motorcycle or other vehicle or any animal in or upon any park,

playground, garden, beach or any of the grounds under the jurisdiction of the Board of Park Commissioners.

§ 173-1~~23~~. Refusal to obey orders of park officers.

No person shall refuse or neglect to obey any reasonable direction, order or command of any regular or special park police officer.

§ 173-1~~34~~. Amendment of rules and regulations.

Sections 173-2 through 173-1~~23~~, being the rules and regulations of the Park Department, shall not be altered or amended without the approval of the Board of Park Commissioners.

§ 173-1~~45~~. Hockey and skating on ponds and rinks.

- A. The Board of Park Commissioners shall, not later than 12 hours after snow has ceased to fall, cause the snow to be removed from an area on every pond and rink under its jurisdiction and which has not been determined, as provided in § 173-5, to be unfit, unsafe or dangerous for use and which will be adequate both for hockey playing and skating by the general public.
- B. Whenever necessary, because of the roughness of the ice or for any other reason, the Board of Park Commissioners shall cause every such pond or rink to be flooded or scraped.

§ 173-1~~56~~. Use of athletic fields.

Any athletic team desiring to secure the exclusive use of any field under the jurisdiction of the Board of Park Commissioners on any particular day shall file an application with such Park Commissioners stating the time for which such use is desired, and the Park Commissioners may issue a permit for such exclusive use according to their discretion.

§ 173-1~~67~~. Off-leash dog areas.¹ [Added 6-4-2012 by Ord. No. 2012-179]

- A. The Board of Park Commissioners with the approval of the City Council may designate parkland under its jurisdiction for use as off-leash dog areas in accordance with § 93-6D. The Board of Park Commissioners may promulgate additional rules and regulations to govern the use of such off-leash dog areas.
- B. Said rules and regulations shall be posted by the entrance to each off-leash dog area and also posted to the City of Melrose website.

- C. An independent, nonprofit sponsor group may assist in the operation, control or financial support of such an off-leash dog area under the discretion of the Board of Park Commissioners.



CITY OF MELROSE

OFFICE OF THE MAYOR

PAUL BRODEUR
Mayor

City Hall, 562 Main Street
Melrose, Massachusetts 02177
Telephone - (781) 979-4444

March 31, 2021

RE: Proposed Revisions to Section 173-2

Honorable Council Members,

I write to you in regard to an opportunity to spur economic development here in the City of Melrose. As a result of the pandemic, the need for stimulating economic activity, particularly in outdoor public spaces, is more pressing than ever. We have seen a significant increase in demand for and use of public spaces for social and cultural events, and as we enter the spring and summer months, there is need in our community for opportunities to convene and socialize safely.

Last year, I convened an advisory group to examine the potential for enhanced liquor sales and licensing in Melrose as a way to fuel economic growth and support our local businesses. That advisory group completed its work in the summer of 2020, and one of its recommendations focused on the need to revise Section 173-2 which delineates various "offenses" on parks and open space in the City. That section, as currently written, states:

—[n]o person shall solicit the acquaintance of any person; or utter any profane, threatening, abusive or indecent language or loud outcry; or solicit any subscription or contribution; or —have possession of or drink any intoxicating liquors; or play any games of chance; or have possession of any instrument of gambling; or do any obscene or indecent act; or pray or aloud or make an oration or harangue or any political speech or other canvass or solicitation in or upon any of the grounds under the control and management of the Board of Park Commissioners.

(Emphasis mine) As you can see, the emphasized language in this section restricts the possession or consumption of alcoholic beverages on land under the purview of the Park Commission. The advisory group's message was clear, this blanket prohibition impedes certain economic development activities across the city.

I wish to share two examples that illustrate how this restriction impacts local enterprises: 1) For several years, the Park Commission has considered the possibility of a beverage cart at the Mt. Golf Course. Unless this ordinance is repealed, that is not possible regardless of the terms, conditions, or restrictions that might be placed on that service. 2) Our Farmer's Market is located at Bowden Park, which is land under the control of the Park Commission. This means that under the current ordinance, the Market cannot offer beer, wine, or cider, unlike many other farmers markets including the market in nearby Wakefield. Vendors have expressed a desire to offer

those products, and these products have been well-received at the winter indoor markets where the prohibition does not apply.

Eliminating Section 173-2 to ease the current absolute prohibition on alcohol would assist in supporting our local economy. However, this change does not mean an end to control of alcohol possession on property controlled by the Park Commission. Any request to sell and consume liquor on any such property in the City of Melrose would still require the scrutiny and approval of the Melrose Liquor Commission, our liquor licensing authority in Melrose. The Commission will retain the power to enforce all terms and restriction on any permitted use, up to and including revocation of the permit. All meetings of the Melrose Liquor Commission, including those for one-day licenses, are public hearing subject to the open meeting law, ensuring the public will get notice and the opportunity to be heard regarding any decision.

It is also important to understand that this change would NOT allow the Melrose Liquor Commission to authorize any use that is otherwise prohibited by law or policy. For example, possession and consumption of alcohol at all sports events in our parks cannot be authorized. Possession or consumption of alcohol anywhere on schools grounds will still be prohibited. In short, the community will maintain important safeguards regarding these activities.

The ordinance also contains several outdated or redundant provisions. It is also duplicative with other provisions of city ordinances and state laws. The other items deemed "offenses" in Section 173-2 such as uttering profanity, disorderly conduct, solicitation, gambling, and indecent acts are all addressed and punishable by state law and will be strictly enforced by the Melrose Police Department. Finally, the restrictions on speech are unconstitutional.

The Parks Commission has indicated their support of amending this Chapter of city ordinance to eliminate the language contained in Section 173-2 in its entirety. In the interest of enhancing Melrose's local economy as we enter the second year of a global crisis, I ask for the Council to support this amendment.

Thank you for your consideration.

Sincerely,

A handwritten signature in black ink, appearing to read "Paul Brodeur", with a large, stylized flourish extending from the end of the signature.

Paul Brodeur

Bonnie Clapp

177 1st Street • Melrose, MA 02176 • Phone: 617-285-5182 • E-Mail: bonclapp@me.com



Date: January 23, 2020

Michael A. Stankavish

Vice Chair, Melrose Human Rights Commission

Dear Mr. Stankavish:

My name is Bonnie Clapp and I am writing you to express my interest in working with yourself and the Melrose Human Rights Commission. Back in July 2012 my husband and I moved from Edmonton, Alberta, Canada to Melrose with our young son as my husband had recently accepted a new job in Boston and we were excited to travel and experience life in a different city and country. Our plan had been to try to move to a different city (in hopefully a different country) every three years while our children were young as we wanted for us all to truly appreciate what it was like to live in different parts of the world. Once our children were older, we knew that it would be important to establish some roots and settle down, most likely back in our home country of Canada. In the spring of 2018, we were still living in Melrose and had just welcomed our third son into this world. I had grown concerned that our window of opportunity to seamlessly transition back to Canada was closing, as our oldest son was now eight. Therefore in June of 2018 our family of five moved back up to Ottawa, Ontario, Canada in order to be closer to our families. As much as we all tried to establish ourselves in our new surroundings, my husband, our two older sons, and I all found ourselves constantly comparing them to Melrose. Despite being surrounded by parents, sisters, nieces, nephews, aunts, uncles, and cousins – nothing was replacing the hole in our hearts that was created when we left Melrose. In December 2018 our family came down to Melrose to visit friends over the December break. As we were walking our middle son grabbed my hand and told me that it was really nice to be 'home'. My older son quickly agreed and it was then that I realized the truth in the phrase that *"Home is not where you are from, it is where you belong. Some of us travel the whole world to find it. Others, find it in a person"* (Beau Taplin). In our family's case – we had found home in not just one person, but in all the persons of Melrose. We were extremely fortunate that one month after that revelation my husband was able to accept a new job back in Boston and we were all able to happily move 'home'.

My desire to work with yourself and the Human Rights Commission is really quite simple – I want to give back to this amazing community and to help everyone regardless of race, color, religious creed, national origin, sex, age, ancestry, sexual orientation, gender identity, gender expression, marital, family or military status, source of income or disability find the same welcome we experienced here in Melrose. While I realize that Melrose may not feel like 'home' for everyone, I would love for everyone to find a piece of their home here.

Thank you so much for your time and consideration!



Sincerely,

Bonnie Clapp

14 Irving Street
Melrose, MA 02176
January 26, 2020

Melrose Human Rights Commission
562 Main Street
Melrose, MA 02176

Dear Melrose Human Rights Commission,

My name is Elizabeth Ticcioni and I am writing to express my interest in applying to serve on the Melrose Human Rights Commission. My family and I have participated in the Martin Luther King Day of Service and have attended both the first and second celebrations of Melrose Pride. In May, 2019 I had the pleasure of volunteering at the Melrose Community Iftar Celebration. After participating in these events, I consistently feel energized and inspired to serve our community alongside the MHRC. I am most appreciative of the work that Commissioners do toward making our community one that is open to and celebratory of all people.

Having grown up in Melrose, I was thrilled when my husband Craig and I purchased our home on Irving Street in 2012. Although we had looked at houses in surrounding communities, Melrose is the city that truly felt like home. As a child, my parents, brother, and I were active members of the Melrose Family YMCA, local sports organizations and scouting troops, as well as frequent patrons of the Melrose Public Library and loyal customers at local businesses. I am absolutely delighted that Craig and I now have the opportunity to raise our own family here in Melrose. Our two children, James, age 7, and Lillian, age 6, both attended the Franklin Early Childhood Center and are currently enrolled at Hoover Elementary School. As a family, we can often be spotted around town at the library, Breuggers, the YMCA, Karate Pro Dojo, On Pointe Academy of Dance, walking to and from Hoover School, attending services at the Melrose Unitarian Universalist Church, supporting and participating in events put on by both the MHRC and MAAV, and, of course, playing and visiting with Grammie and Grandpa at their home, just a mile and a half away from our own.

Since I was a young child I have felt a deep calling toward service. As I grew, I narrowed my focus to Early Childhood Education. After graduating from Skidmore College in 2002, I began my teaching career. I spent three years at a small independent school in Troy, New York, where I taught Pre-Kindergarten and Kindergarten-First Grade Multiage. After moving back to the Boston area in 2006, I taught Kindergarten at Prospect Hill Academy Charter School in Somerville. Teaching is truly my passion. I never cease to be amazed by the creativity, sense of wonder, enthusiasm, humor, generosity of spirit, and genuine kindness of young children. I

found great joy in building a classroom community in which my students felt welcome, cared for, respected, free to explore their interests, and grow socially, emotionally, and academically.

As a teacher, I feel strongly about the importance of utilizing and being mindful of developmentally appropriate practices, especially for our youngest learners. However in the classroom setting, I was often presented with requirements that felt incongruous with what is best for children. Therefore, I worked diligently and creatively to both meet state standards and expectations, while also creating a nurturing environment that allowed my students to learn, grow, play, and thrive.

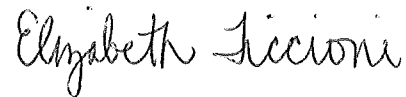
When our son was born in 2012 I left teaching to stay home full-time with him. I have spent the past seven years nurturing both James and Lillian and managing our home. While I miss aspects of teaching tremendously, it has been an absolute gift to share James and Lillian's childhood with them. Together we have spent time at museums, built forts, gone on hikes, had playdates with cousins almost weekly, spent time at the beach, planted flowers, drawn with chalk, and read books. Through my parenting I work to demonstrate values that my husband and I hold dear. In our home I curate seasonal collections of children's books that reflect diverse authors, characters, and themes. We work at making our home and family welcoming and accepting of all people. We have our minds focused on service and how we can be better neighbors and community members.

As our daughter prepared to enter kindergarten this past fall, I began looking toward the next season of my life and wondered how service would play a role. I've spent this school year settling in to new routines, no longer with my favorite little people by side during the day. I am, by nature, a reflective person and have spent time considering how I may best use my skills to serve our community. While attending the Martin Luther King Day of Service recently, I was reminded of the vacancies on the MHRC and began contemplating applying to serve as a Commissioner. I spent much of that day reading accounts of the Civil Rights Movement and reflections on Dr. King's work. I came across the following quote by Coretta Scott King, in which she urges people to "commemorate this Holiday by making your personal commitment to serve humanity with the vibrant spirit of unconditional love that was [Dr. King's] greatest strength...." It is with those words in mind that I am submitting my application.

Some personal strengths that I would love to share with the MHRC are my dedication to helping others, my creativity, and my organizational skills. I have always been a creative person with a passion for the arts. I enjoy painting, knitting, dancing, decorating, and even a touch of woodworking! I also use my creativity when solving problems. When approaching problems I work hard to pause, consider multiple perspectives, and devise creative solutions. My organizational skills were an asset in my teaching career and have also proven valuable as a parent when preparing a grocery list or meal planning template, thinking through activities schedules, or reimagining toy storage.

It was in my childhood neighborhood here in Melrose where I began to feel the power of community. My parents and other neighborhood adults worked to build friendships with each other and the neighborhood children. As a child, my neighborhood friends and I spent countless hours at each others' homes, with each others' families, and enjoying plenty of neighborhood playtime. In my neighborhood I truly felt nurtured and I knew that I belonged and was valued. I also knew that our dear neighborhood friends were becoming part of my family. Now, as an adult, it feels critically important to me to work toward helping all people in our city experience this same feeling of belonging. I believe in the dignity and worth of all people and feel a deep desire to help people feel important, valued, heard, and celebrated in our community. I would be honored to serve on the Melrose Human Rights Commission and work toward this goal and toward fulfilling the mission of the MHRC. Thank you for considering my application.

Sincerely,

A handwritten signature in black ink that reads "Elizabeth Ticcioni". The script is cursive and fluid, with the first letters of the first and last names being capitalized and prominent.

Elizabeth Ticcioni

Elizabeth Ticcioni

14 Irving Street - Melrose, MA 02176 - (781) 835-7036

EDUCATION**SKIDMORE COLLEGE**

Saratoga Springs, NY

Bachelor of Science in Education

Major: Elementary Education (Pre-K - 6) Concentration: American Studies

Dean's List Fall 1998-Spring 2002, Graduated Cum Laude; May, 2002

Member of the Periclean Honor Society, Fall 2001-Spring 2002

PROFESSIONAL EXPERIENCE

- 2015-present **VOLUNTEER: MELROSE PUBLIC SCHOOLS** Melrose, MA
 Parent Volunteer
 ■ Volunteered in our children's classrooms as needed
- 2006-2012 **PROSPECT HILL ACADEMY CHARTER SCHOOL** Somerville, MA
 Kindergarten Teacher
 Kindergarten Team Leader (2008-2010)
 ■ Developed agendas for and facilitated weekly kindergarten collaborative inquiry meetings
 ■ Participated in PHA Teacher Leadership Academy
 ■ Served as a liaison between teachers and administrators
 Early Childhood Action Plan Committee Member (2010-2011 school year)
 ■ Worked with fellow teachers and administrators to develop a long-term action plan for our Early Childhood campus
 Faculty Cabinet Member (2010-2011)
 ■ Met with teacher representatives and Head of School monthly to discuss relevant school issues
 Presenter: Collaborative Inquiry Showcase
 ■ Collaborated with three fellow kindergarten teachers to develop and present an hour-long workshop to K-12 colleagues entitled, "Creating Readers: Purposeful Instruction in the Early Childhood Classroom"
- 2003-2006 **SUSAN ODELL TAYLOR SCHOOL FOR CHILDREN** Troy, NY
 Teacher
 ■ Kindergarten and First Grade (multiage classroom)
 ■ Pre-Kindergarten
 ■ Summer Transition Camp
 Supervising Teacher
 ■ Mentored student teachers from local colleges
 Knitting Club Facilitator
 ■ Developed, implemented, and taught an after school knitting class for children in the second and third grades

ADDITIONAL TRAINING**Sheltered English Immersion Training**

- Categories I, II, III

Responsive Classroom I, II

DEBRA L. VANCE

131 Florence Street, Melrose, Massachusetts 02176

PROFESSIONAL EXPERIENCE

PwC

Manager

Senior Associate

Boston, Massachusetts

Jan. 2020 – Present

Dec. 2018 – Dec. 2019

Member of the State and Local M&A Group and Income/Franchise Group.

Performed buy-side and sell-side state tax due diligence on targets in various industries; managed state restructuring project involving public spin-offs; worked with the tax team of a manufacturing client on a Massachusetts income tax audit; assisted client in getting notices resolved; participated in the Women's Initiative.

PILLSBURY WINTHROP SHAW PITTMAN LLP

Associate

New York, New York

May 2018 – July 2018

Member of the State and Local Tax Group. Conducted research and drafted a memorandum regarding the taxability of SaaS; transitioned cases.

EVERSHEDS SUTHERLAND (US) LLP

Associate

New York, New York

July 2017 – May 2018

Member of the State and Local Tax Group. Advised clients on state and local tax matters; reviewed audit workpapers and contacted state auditors to discuss legal issues/IDRs/Department's position; assisted with the preparation of discovery; drafted informal protest letters; assisted with research and drafting for a brief; prepared documentation packets for use at a conciliation conference; attended client meetings; managed a pro bono property tax exemption matter for a non-profit.

KPMG

Associate

New York, New York

October 2015 – July 2017

Member of the State and Local Tax M&A Group. Performed state tax due diligence; reviewed structure decks; assisted with nexus studies and memoranda.

EDUCATION

EMORY UNIVERSITY SCHOOL OF LAW

J.D., with Honors

Atlanta, Georgia

May 2015

GPA: 3.555 (Top 25%)(Top 20%=3.578)

HONORS: Dean's List

WESTERN CONNECTICUT STATE UNIVERSITY

B.A., Economics, with Honors

Danbury, Connecticut

May 2012

GPA: 3.82

BAR ADMISSIONS

Massachusetts; New York

Karen L. Burke MS, BSN, RN-BC

Lt Col, USAF, Retired

89 Fellsvie Rd | Stoneham, MA 02180
707-410-6984 | C_130RN@yahoo.com

Executive Summary

Veterans' Services Director for 3 communities of over 75 thousand residents. Administers State benefits to low income Veterans and their families. Liaison between the community and Federal VA system. Assists veterans seeking VA disability compensation and pensions. Advocates for veterans at the local, State and Federal levels. Health care executive and proven clinical leader with extensive experience in system-wide hospital operations, leading and managing DOD/VA health care organizations in the United States and overseas locations. Extensive experience planning multiple safety, team-building and training events over the course of 20+ years in the United States Air Force.

Key Qualifications

- Executive Manager
- Patient & Staff Educator
- Relationship Building
- Organization
- Project management
- Public Relations
- Communications
- MA Chapter 115 administrator
- Security Clearance/HIPAA training
- DoD/VA Knowledge
- Microsoft Office Programs
- Event Planning

Professional Accomplishments

- Maintained Chapter 115 benefits for over 100 Veterans and their families. Increased beneficiaries in the community by 20%.
- Actively participated with Wakefield and Melrose Veterans Advisory Boards in planning events for Wakefield and Melrose residents to support Veterans in the community
- Assisted over 200 Veterans with Federal VA claims, directly contributing to the 354,000+ Federal VA dollars brought into the community monthly
- Senior primary care nurse for over 2,200 Air Force, Navy and Army patients and retirees
- Managed operations for a high-visibility, no-fail clinic, directly supporting the President of the United States
- Selected as Advanced Team for Wing inspection. Planned and set-up initial operations and briefed over 1500 participants. Set the standard for medical group participants. Garnered "Top Performer" from Air Force Inspectors.
- Led hospital Presidential Security Program. Created capacity for a 70% enrollment surge. Efforts praised by the White House as bench mark for other clinics and being the first fully compliant clinic within the National Capital Region.
- Investigated suspected HIPAA violations resulting from security clearance program. Averted 50 disclosures and secured process. Security and privacy ensured for review of over 200 clearances annually.

- Led the Aeromedical Staging Flight patient safety program. Identified 126 safety events and near misses. Formed interdisciplinary working group and developed action plan. Efforts were key to the unit garnering the Air Force District of Washington Best Ambulatory Patient Safety Award
- Deployed as troop commander to the Aeromedical Staging Facility in support of operations in the Middle East. Coordinated with 10 Joint agencies to ensure the safe return of 1.9K patients on 416 missions.
- Engaged Nurse Manager. Actively led 45 staff members and cemented execution for patient safety goals, records management, and standards of practice. Directly impacted hospital earning the highest Air Force Inspection Agency score and full Joint Commission accreditation.
- Closed the last Malcolm Grow Medical Center inpatient unit. Allocated \$451K in supplies and equipment. Identified retraining requirements and position placement for 30 staff members and allocated \$451K in supplies and equipment, flawless execution of BRAC Congressional Law.
- Evaluated functional design and served as primary clinic lead to work with Construction Company and military contracting leaders for the planning and execution of \$242.9M construction project.

Employment History

District Director Melrose-Wakefield-Saugus Veterans Services, Melrose, MA	2018-current
Veterans' Services Officer, Wakefield, MA	2016-2018
Program Manager, USAF Aeromedical Evacuation, Pentagon, Washington DC	2014-2016
Director, Pentagon Flight Medicine Annex, Joint Base Andrews, MD	2011-2014
Manager, Medical-Surgical unit, Malcolm Grow Med Ctr, JB Andrews, MD	2010-2011
Manager, Medical Inpatient Flight, David Grant Medical Ctr, Travis AFB, CA	2008-2010
Aeromedical Evacuation Control Team Controller, Travis AFB, CA	2005-2006
Executive Officer to the Commander, 15 th EMTF, Travis AFB, CA	2006-2007
Aeromedical Evacuation Control Chief/Readiness Flt Cmdr, Travis AFB, CA	2007-2008
Manager, Flight Medicine Clinic, Aviano, IT	2002-2005
Flight Nurse Instructor/Weapons and Tactics Liaison Officer, Pope AFB, NC	2001-2002
Flight Nurse/Instructor, Pope AFB, NC	1999-2001
Clinical Nurse, David Grant Medical Center, Travis AFB, CA	1995-1999

Education/Licensure/Certification/Security Clearance

MS, Health Sciences, Emergency and Disaster Management - 2006

Summa Cum Laude

Trident University, Cypress CA

BS, Nursing – 1995

Villanova University, Villanova, PA

Licensed Registered Nurse, State of NH -- Current

ANCC Board Certification – current

Medical Surgical Nursing

Security Clearance: Secret—current

BLS– Current

CITY OF MELROSE
OFFICE OF THE CITY CLERKAmy L. Kamosa
City Clerk562 Main Street
Melrose, Massachusetts 02176
Telephone - (781) 979-4114
Fax - (781) 979-4149

Fee Paid \$ _____ Date: _____ CORI: _____

Application Common Victualler License

☐	Completed Application (PRINT or TYPE Clearly). – The application must have a "wet" signature.
☐	Contact the Office of Fire Prevention for inspection and approval signature (see form).
☐	Contact The Building Department for: • Inspection and approval signature (see form). • Submit 4 sets of plans according to their specifications.* • Occupancy Permit.* • Submit a copy of the plans submitted to the Building Dept with the Common Victualler application
☐	Contact The Health Department for: • Inspection and approval signature (see form). • Food Permit Establishment forms and any additional requirements.*
☒	Complete CORI Request Form – submit to the City Clerk, 3 weeks prior to submitting the application.*
☐	Completed Application for a Business Certificate, if applicable.
☐	Copy of Lease or Purchase & Sale Agreement.*
☒	Completed Workers' Comp Insurance Affidavit – a copy of Declaration page of Workers' Comp Policy. <i>Subs prior to open - letter stating they will pay</i>
☐	Application Fee: \$75.00 (cash, check or credit card – checks should be payable to The City of Melrose.) <i>po</i>

*Item not necessary for a renewal application.

Business Specific Details

Business Name	Santa Fe Burrito Grill Melrose	Tax Id Number	[REDACTED]
Address of Business	411-417 Main St. Melrose MA	Business Phone Number	[REDACTED]
Owner's Name	Hector Angel	Owner's Phone Number	[REDACTED]
Address of Owner	[REDACTED]	Number of Employees	[REDACTED]
Email Address of Owner (required)	[REDACTED]		
24 hour Emergency Contact info	Carlos & Charania		[REDACTED]
Expiration Date of Business Cert			
Circle all that apply	Breakfast ☐ Lunch ☒ Dinner ☒ Take-out ☒		
Days/Hours of Operation (circle the days and write out the hours)	SUN MON TUES WED THUR FRI SAT 10am - 10 am to 10 pm 10 am - 11 pm 10 pm	Number of Seats	86
		Floor Space/sq ft	3202

Attachment: Santa Fe Burrito Grill Melrose (ORDER-2021-112 : Common Victualler License - Santa Fe Burrito Grill Melrose)

CITY OF MELROSE
OFFICE OF THE CITY CLERKAmy L. Kamosa
City Clerk562 Main Street
Melrose, Massachusetts 02176
Telephone - (781) 979-4114
Fax - (781) 979-4149

Fee Paid \$ _____ Date: _____ CORI: _____

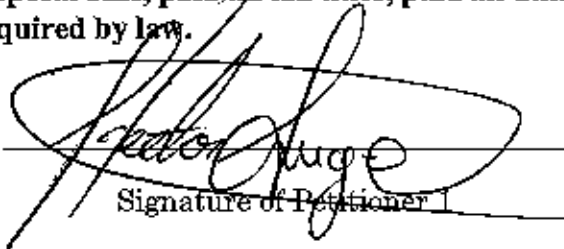
Application Common Victualler License

This form and any additional information is due by noon on the Wednesday prior to the full board meeting. No partial applications will be accepted. The Board of Alderman meets 2 x a month – typically the 1st and 3rd Mondays. The Clerk of Committees will contact you to set up a time for you to meet with the Protection and License Committee.

By signing below you are requesting to be granted a Common Victualler License from The City of Melrose.

By signing below you swear and affirm that the contents of the document are truthful and accurate to the best your knowledge and belief.

By signing below you hereby certify under the penalties of perjury that you have, to the best of your knowledge and belief, filed all state tax returns, paid all state taxes, paid all local taxes, paid all water, sewer and solid waste disposal bills, paid all tax titles, paid all utilities, and paid all motor vehicle excise taxes to the City of Melrose required by law.



Signature of Petitioner 101.22.21

Date of Signature

Date of Birth_____
Signature of Petitioner 2_____
Date of Signature_____
Date of Birth

**This license will not be used or renewed unless this certification clause is signed by the applicant.*

***Your Social Security number or Federal Identification number will be furnished to the Massachusetts Department of Revenue (DOR) to determine whether you have met tax filing or tax payment obligations. Licensees failing to correct their non-filing or delinquency will be subject to license suspension or revocation. This request is made under the authority of Massachusetts General Laws, Chapter 62C, Section 49A.*

Return to:
Melrose City Clerk's Office
562 Main Street
Melrose, MA 02176

If you have any questions – call Melissa at (781) 979-4115 or via email at mrpley@cityofmelrose.org

CITY OF MELROSE
OFFICE OF THE CITY CLERKAmy L. Kamasa
City Clerk562 Main Street
Melrose, Massachusetts 02176
Telephone - (781) 979-4114
Fax - (781) 979-4149

Fee Paid \$ _____ Date: _____ CORI: _____

The Commonwealth of Massachusetts - Department of Industrial Accidents
Office of Investigations 600 Washington Street Boston, MA 02111
www.mass.gov/dia

Workers' Compensation Insurance Affidavit: General Business

Applicant Information Please Print Legibly

Business Name: Santa Fe Burrito Grill Melrose LLC
Address: 417-417 Main Street
City/State/Zip: Melrose MA 02176
Phone #: 2019814130

Are you an employer? (check one):

- ☒ 1. I am an employer with 6 employees (full/part-time)
- ☐ 2. I am sole proprietor or partnership and have no employees working for me in any capacity (No workers' comp insurance required)
- ☐ 3. We are a corporation and its officers have exercised their right of exemption per c. 152, § 1(4), and we have no employees. (No workers' comp insurance required)
- ☐ 4. We are a non-profit organization, staffed by volunteers, with no employees. (No workers' comp insurance required)

Business Type (required):

- ☐ 5. Retail
- ☒ 6. Restaurant/Bar/Eating Establishment
- ☐ 7. Office and/or Sales (incl. real estate, auto, etc.)
- ☐ 8. Non-profit
- ☐ 9. Entertainment
- ☐ 10. Manufacturing
- ☐ 11. Health Care
- ☐ 12. Other _____

*Any applicant that checks box #1 must also fill out the section below showing their workers' compensation policy information.

** If the corporate officers have exempted themselves, but the corporation has other employees, a workers' compensation policy is required and such an organization should check box #1

I am an employer that is providing workers' compensation insurance for my employees. Below is the policy information.

Insurance Company Name: Hartford Insurance

Insurer's Address: _____

City/State/Zip: _____

Policy # or Self-ins. Lic. #: _____ Expiration Date: 7/16/21

Attach a copy of the workers' compensation policy declaration page (showing the policy number and expirations date).

Failure to secure coverage as required under Section 25A of MGL c. 152 can lead to the imposition of criminal penalties of a fine up to \$1,500.00 and/or one-year imprisonment, as well as civil penalties in the form of a STOP Work Order and a fine of up to \$250.00 a day against the violator. Be advised that a copy of this statement may be forwarded to the Office of Investigations of the DIA for insurance coverage verification.

I do hereby certify, under the pains and penalties of perjury that the information provided above is true and correct.

Signature: _____ Date: _____

Phone #: _____

Official use only. Do not write in this area, to be completed by city or town official.

City or Town: _____ Permit/License # _____

Issuing Authority (circle one):

1. Board of Health 2. Building Department 3. City/Town Clerk 4. Licensing Board 5. Selectmen's Office 6. Other _____

Contact Person: _____ Phone #: _____



Massachusetts Criminal Offender Record Information (CORI)

To Whom It May Concern:

The Massachusetts Department of Criminal Justice Information Services (DCJIS) has conducted a computerized search of the Criminal Offender Record Information database.

The attached is a true copy of matching information from the CORI database for HECTOR, ANGEL [REDACTED].

Signed under the penalties of perjury this 4th day of January 2021.

Norma Marquez
Massachusetts Department Criminal Justice Information Services



CERTIFICATE OF LIABILITY INSURANCE

5.2.a
DATE (MM/DD/YY)
01/08/21

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER J. Williams Insurance Agency Inc. 14 Wood Rd, Suite 204 Braintree, MA 02184		CONTACT NAME: Donald Staff or Patty Anderson PHONE (A/C No. Extn): 781-848-9192 FAX (A/C No.): 781-848-9116 E-MAIL ADDRESS: dstaff@williamsinsurance.com	
INSURED Santa Fe Burrito Grill Melrose LLC 411-417 Main Street Melrose, MA 02176		INSURER(S) AFFORDING COVERAGE INSURER A: Hartford Insurance INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GENL AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC OTHER:					EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurr/rense) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☐ N/A	08WECAJ6MWW	11/16/20	11/16/21	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

CANCELLATION

City of Melrose
562 Main Street
Melrose, MA 02176

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.

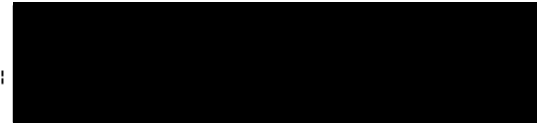
David Ingemi (Abby's Place LLC,) a/k/a "Lessor"
Hector Angel a/k/a "Lessee"
Santa Fe Burrito Grill

Start Date: Upon Governor of Ma. lifting the "Stay at home advisory" or 06/01/2020.

The Lessor (Abby's Place LLC,) seeks to lease the entire property located at 411-417 Main Street Melrose to the Lessee (Hector Angel). The existing building footprint consists of approximately 3,960 square feet and accompanying basement of approximately 3,200 square feet. It is understood that the Lessee will utilize the entire building to operate a fast-casual Mexican themed restaurant.

Base Rent	The rent shall be [REDACTED] annually paid in advance monthly. This will be fixed for years 1-5.
Lease Term	The Lessor agrees to rent to the Lessee for a period of 5 years w/and option to extend for an additional 5 years.
Rent Increases (Year 6-10)	Rent will increase [REDACTED]
Rent Subsidy	Lessor will offer a [REDACTED]
Real-Estate Taxes	[REDACTED] ate taxes. (The current
Sprinkler	If required by the City of Melrose the Lessor shall Install at his sole expense.
Equipment Included (HVAC)	Lessee shall be responsible to maintain existing HVAC systems.
Lessee Build to suit	It is understood that the Lessee will be utilizing the entire freestanding building, and that they will contract directly with a qualified general contractor to build out the space to their specific requirements and In accordance with the local building codes. All costs associated with the design, procurement, installation & maintenance of all will be the responsibility of the Lessee.
Assignments & Sublets	It is understood that the Lessee will be actively involved in the management & dally operations of the business any assignment and or sublease by a third party will require the Lessors consent.
Option to Purchase Property	[REDACTED]
Equity Interests	All parties with equity interests will be Identified prior to the execution of the lease.
Signage Rights	All signage is subject to local city ordinances, and the Lessor shall assist the Lessee In getting city approval for any modifications to the existing Papa Gino's Sign on the building.
Business Licenses	The Lessee shall obtain all licenses and permits required for the operation of the business.

	The Lessee shall provide the Lessor with a certificate of good standing from the state of operation and the IRS for all affiliated and operating entities.
Tenant Improvements	Lessor will agree to do the initial demolition of the space, replace exterior windows and build out a connected outdoor patio space.
The Lessee shall provide the Lessor	
NNN-Lease	Lessee shall be responsible for all taxes and utilities connected to the building, including electric, gas, Internet, phone, water, alarm systems, etc.
Insurance	Lessee shall also carry all required insurance policies (commercial liability, workman's compensation, etc. for a restaurant establishment)
Personal Guarantee to lienholders	The Lessee, and any parties having equity interests shall be required to execute a personal guarantee.
Tax Escrow	
Deposit 1 (Term sheet)	
(First's month's rent)	
Deposit 2 (Lease Agreement)	Upon execution of a standard lease agreement the Lessee shall remit
(Last month's rent)	
Security Deposit	

Lessor:**Name:** David R. Ingemi**Date:** 05/04/2020**Signature:****Lessee:****Name:** Hector Angel**Date:** 05/04/2020**Signature:**









CITY OF MELROSE
OFFICE OF THE CITY CLERK

Amy L. Kamosa
City Clerk

562 Main Street
Melrose, Massachusetts 02176
Telephone - (781) 979-4114
Fax - (781) 979-4149

HEALTH DEPARTMENT
REPORT OF INVESTIGATION - RELATIVE TO APPLICATION FOR

Common Victualler License

Business Name: Santa Fe Burrito Grill Melrose

Business Address: 411-417 Main St

Expiration date: December 31, 2021

Date: 3/18/21

Ruth L. Clay Ruth L. Clay
(Signature and Printed Name)

	Denied
	Approved
<i>X</i>	Food Est. Permit is Pending <i>pre-opening inspection</i>

Attachment: Santa Fe Burrito Grill Melrose (ORDER-2021-112 : Common Victualler License -Santa Fe Burrito Grill Melrose)



Amy L. Kamusa
City Clerk

CITY OF MELROSE
OFFICE OF THE CITY CLERK

562 Main Street
Melrose, Massachusetts 02176
Telephone - (781) 979-4114
Fax - (781) 979-4149

POLICE DEPARTMENT
REPORT OF INVESTIGATION - RELATIVE TO NEW APPLICATION FOR

Common Victualler License

Business Name: Santa Fe Burrito Grill Melrose
Business Address: 411-417 Main St
Expiration date: December 31, 2021

Date: 3-23-21

St Mark C. DeCroteau

Police Department (Signature and Printed Name)

DECROTEAU

☒	Denied LTD
☐	Approved



**CITY OF MELROSE
OFFICE OF THE CITY CLERK**

Amy L. Kamesa
City Clerk

562 Main Street
Melrose, Massachusetts 02176
Telephone - (781) 979-4114
Fax - (781) 979-4149

**FIRE DEPARTMENT
REPORT OF INVESTIGATION - RELATIVE TO APPLICATION FOR**

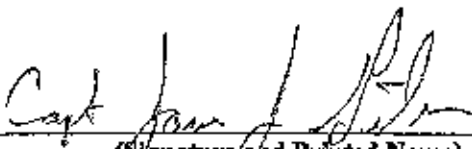
Common Victualler License

Business Name: Santa Fe Burrito Grill Melrose

Business Address: 411-417 Main St

Expiration date: December 31, 2021

Date:


(Signature and Printed Name)

	Denied
	Approved
X	Permit is Pending

Attachment: Santa Fe Burrito Grill Melrose (ORDER-2021-112 : Common Victualler License -Santa Fe Burrito Grill Melrose)



**CITY OF MELROSE
OFFICE OF THE CITY CLERK**

Amy L. Kamosa
City Clerk

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Fax - (781) 979-4149

**BUILDING DEPARTMENT
REPORT OF INVESTIGATION - RELATIVE TO APPLICATION FOR**

Common Victualler License

Business Name: Santa Fe Burrito Grill Melrose

Business Address: 411-417 Main St

Expiration date: December 31, 2021

Date: 3-18-2021

Paul E Johnson

Building Inspector

	Denied
X	Approved
X	Occupancy Permit is Pending

Attachment: Santa Fe Burrito Grill Melrose (ORDER-2021-112 : Common Victualler License -Santa Fe Burrito Grill Melrose)

Final Audit Report

2020-05-11

Created: 2020-05-11
By: David Ingemi (dingemi@acktify.com)
Status: Signed
Transaction ID: CBJCHBCAABAAe6C-FkjpD15FO6-6P6Z2qdLTvYTkKQQQ

"411_417FinalTermSheet05042020Signed" History

-  Document created by David Ingemi (dingemi@acktify.com)
2020-05-11 - 8:12:19 PM GMT- IP address: 24.198.151.246
-  Document emailed to Hector Angel (angelh9@gmail.com) for signature
2020-05-11 - 8:12:58 PM GMT
-  Email viewed by Hector Angel (angelh9@gmail.com)
2020-05-11 - 8:35:14 PM GMT- IP address: 166.216.159.102
-  Document e-signed by Hector Angel (angelh9@gmail.com)
Signature Date: 2020-05-11 - 8:42:02 PM GMT - Time Source: server- IP address: 166.216.159.102
-  Signed document emailed to David Ingemi (dingemi@acktify.com) and Hector Angel (angelh9@gmail.com)
2020-05-11 - 8:42:02 PM GMT



Amy L. Kamosa
City Clerk

562 Main Street, Melrose, Massachusetts 02176
Telephone - (781) 979-4114
Fax - (781) 979-4149

CONSTABLE APPLICATION FOR THE CITY OF MELROSE

Fee \$100

New ☐ Renewal ☒

Full Name of Applicant	ANTHONY A. MELITO	
Date of birth	[REDACTED]	
Residential Address	977 MAIN STREET	
Other Addresses you have lived in the past 3 years	SAME	
Telephone number	[REDACTED]	
Email Address	[REDACTED]	
Operating Address	P.O. BOX 490252 EVERETT, MA 02149	
Present Employer	SELF EMPLOYER	
Employer's Address	SAME	
Occupation other than a Constable	[REDACTED] JEWELER	
Other Communities you provide Constable services (list town and length of service)	NONE	
Constable Services Offered	Full-time ☒	Part-time ☐
Hours & Days Available	24	
Service Type*	Criminal ☒	Civil ☒

Please explain why you want to be a Constable in the City of Melrose:

TO PROVIDE A FAST AND CONVENIENT SERVICE FOR THE LAWYERS AND RESIDENCE OF MELROSE IF RE-APPOINTED TO THE POSITION OF CONSTABLE. I WILL WORK DILIGENTLY TO DO SO.

THANK YOU Anthony A. Melito



Amy L. Kamosa
City Clerk

562 Main Street, Melrose, Massachusetts 02176
Telephone - (781) 979-4114
Fax - (781) 979-4149

I certify that I have completed the above application to the best of my ability, including any information on the back of said application, and that the statements made are true and correct, and may be relied upon in determining whether or not I should be appointed as a Constable.

Date: 3/10/2021 Applicant Signature: Anthony A. Melito
Applicant Printed Name: ANTHONY A. MELITO

We, the five undersigned persons (one of whom must be an attorney-at-law), being residents of The City of Melrose, do hereby certify that in our opinion, the above-named applicant is a person of good moral character and I a fit person to be a Constable for The City of Melrose.

Printed Name	Address	Signature
1. David R. Lucas LAWYER		
2. Alexander G. Zedros		
3. X Nelson Pan		
4. X Lori Smith		
5. X Samantha Lynch		

Return Application with the Surety Bond to:

Melrose City Clerk's Office, 562 Main St, Melrose, MA 02176

***NOTE:** A bond as required by M.G.L. Ch. 41, Sec. 92 must be filed if you intend to serve civil processes.



THE COMMONWEALTH OF MASSACHUSETTS
EXECUTIVE OFFICE OF PUBLIC SAFETY AND SECURITY
Department of Criminal Justice Information Services
200 Arlington Street, Suite 2200, Chelsea, MA 02150, MASS.GOV/CJIS
TEL: 617-660-4640 | TTY: 617-660-4606 | FAX: 617-660-5973



5.3.a

Massachusetts Criminal Offender Record Information (CORI)

To Whom It May Concern:

The Massachusetts Department of Criminal Justice Information Services (DCJIS) has conducted a computerized search of the Criminal Offender Record Information database.

The attached is a true copy of matching information from the CORI database for MELITO, ANTHONY and [REDACTED]

Signed under the penalties of perjury this 10th day of March 2021.

Norma Marquez
Massachusetts Department Criminal Justice Information Services



CITY OF MELROSE

AUDITOR'S OFFICE

PATRICK D. DELLO RUSSO
CFO/City Auditor

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

To: Honorable City Council
City of Melrose

Date: March 3, 2021

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

Re: **Council Order # 2021-84; Free Cash Distribution Program Update**

A. Overview

The Office of the Auditor is pleased to participate in providing the City Council an update of the upcoming proposed Free Cash Distribution Program for the city. Free Cash as most are aware, is one of the few sources of revenue available to a city or town after the budget is set for the fiscal year. Ideally, the use of such funds, outside of providing a funding mechanism for our Stabilization Funds, should be used for one-time nonrecurring expenses. However, that is not always the case and when obligations are due, particularly early into a new fiscal year, free cash is sometimes the only logical funding alternative.

Circumstances can and do arise, that require the use of such funds to be applied to recurring expenses (Essex Agricultural School where actual pupil attendance exceeded what was budgeted, for example). It is important to always strive when we can, to make this an exception rather than the rule, if at all possible, in order to avoid creating a "structural deficit" for the community over the long term.

It is also not a guarantee that a community will have Free Cash and it can even have a negative Free Cash in certain circumstances, as witnessed here in Melrose in the early 90's (\$2.9 million negative). Another reason we need to be fiscally cautious in our use of this resource.

Our most recent Certified Free Cash is over \$5.0 million dollars. It did not happen by accident, and consistent conservative budgeting has proven to be the driving factor to our positive free cash financial position, year in and year out.

B. Initial Program Considerations/Allocations

The upcoming Free Cash Distribution Program, the Mayor will put before you, takes into account the broader financial landscape in making distribution considerations. By this I mean, at the end of the day, the city must answer this fundamental question; “does the plan provide a “balanced approach” in meeting the needs of the city, both in the short term and long term”.

It must also address considerations as to how the independent bond rating agencies (Standard and Poors’) may view our actions here. Would they be considered financially prudent actions? If for example, the city decides to not put money into its’ Stabilization Funds or to pay down its Snow and Ice Deficit.

First, as part of the Mayor’s Free Cash Distribution Program, the plan calls for allocating just under 25%, or \$1,150,000 to various Stabilization Funds * as indicated below (items 1 thru 6). If you recall last year that figure was approx. 50% or \$2,500,000. If approved, this will bring our total stabilization funds balance to over \$7.2 million dollars.

Secondly, the plan calls for allocating \$1,500,000 toward funding the potential snow and ice deficit to pay the obligation in full. Obviously, we will not know the actual amount until the winter weather is behind us.

Third, the plan calls for allocating \$75,000 to pay for the School Department Medicaid Reimbursement. These are reimbursements due the school department for services rendered that flow into the city each year and are then provided the school department in the form of Free Cash.

Fourth, the plan calls for allocating \$300,000 in Public Safety Overtime and related costs. Again, we will not know the actual needed amount until we draw closer to fiscal year-end.

Fifth, the plan calls for allocating \$100,000 toward Racial Diversity Training (DEI) initiative.

In addition to the above, the Mayor has identified other potential fund uses as is illustrated below. This list is not a final document by any means, and the figures represented may not be the final amounts submitted. This list was created to provide the City Council with some early insight into possible uses of free cash, as was requested.

Free Cash Distribution considerations include, but are not limited to the following:

1. Suits and Claims Stabilization Fund * (\$300,000)
2. Foundation Stabilization Fund * (\$400,000)
3. OPEB Stabilization Fund * (\$100,000)
4. OSHA Stabilization Fund * (\$50,000)
5. Contract Stabilization Fund * (\$100,000)
6. Capital Stabilization Fund* (\$200,000)
7. Tree Program (\$50,000)
8. Roadway, Sidewalk, Crosswalk Improvements (TB determined)
9. Generator (\$400,000)
10. Radar Speed Signs; Solar powered (TB determined)
11. COA Senior Center (\$50,000)
12. Document Management System (IT) (\$150,000)
13. Cash Management Application (T/C) (\$30,000)

C. Current Fund Allocations Approved:

1. Police Department. # 2021-52... \$26,000
2. Inspectional Services # 2021-52...\$27,500
3. Essex Agricultural # 2021-52...\$39,757
4. Police Dept. Training # 2021-62...\$55,300
5. Compensation Study # 2021-43...\$50,000

Total: \$198,557

Amount available: \$5,020,783

Amount remaining: \$4,822,226

D. Process Flow

The Mayor is in the process of accumulating the needed information to make decisions on these investments. This includes input from the City Council and Department Heads across the board. It is still too early to finalize the Free Cash Distribution Program, as we need confirmation of the extent of our snow and ice deficit, analysis of needed Public Safety and related expenses, and an updated analysis of our road and sidewalk repair and investment program priorities from DPW, just to name a few.

As we draw closer to finalizing these items, we will share them with the City Council. We are always available to discuss any concerns or interest you may have as this plan develops.

If you have any questions, please do not hesitate to ask.

cc: Honorable Mayor Paul Brodeur

Fr:FY2021CITYCOUNCILFREECASHDISTRIBUTIONPROGRAM

CITY OF MELROSE

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

All contracts and/or grant agreements requiring Mayoral signature must comply with the following requirements prior to presentment for signature:

- Attachment: Pre-Approval Grant Form_911 S&I FY21 (ORDER-2021-92 : 911 Support and Incentive Grant)



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



CHARLES D. BAKER
 Governor

THOMAS A. TURCO, II
 Secretary

KARYN E. POLITO
 Lieutenant Governor

FRANK POZNIAK
 Executive Director

February 2, 2021

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

Dear Chief Lyle:

The Commonwealth of Massachusetts, State 911 Department would like to thank you for participating in the **FY 2021 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 **February 2, 2021** and will run through June 30, 2021. 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, 2021.

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

If, in the future, you would like to make any changes to the authorized signatory, the contract manager, and/or the budget worksheet, please e-mail those proposed changes to 911DeptGrants@mass.gov. Grantees are strongly encouraged to submit final, year-end budget modification requests on or before March 26, 2021.

Sincerely,

Frank P. Pozniak
 Executive Director

cc: FY 2021 Support and Incentive Grant File

Attachment: 911 S&I Grant Award Announcement (ORDER-2021-92 : 911 Support and Incentive Grant)

FY 2021 SUPPORT AND INCENTIVE GRANT

COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM



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

CONTRACTOR LEGAL NAME: CITY OF MELROSE (and d/b/a): MELROSE POLICE DEPARTMENT		COMMONWEALTH DEPARTMENT NAME: State 911 Department MMARS Department Code: EP8	
Legal Address: (W-9, W-4): 562 MAIN STREET, MELROSE, MA 02176		Business Mailing Address: 151 Campanelli Drive, Suite A, Middleborough, MA 02346	
Contract Manager: KIM UPTON	Phone: 781.979.4457	Billing Address (if different):	
E-Mail: KUPTON@CITYOFMELROSE.ORG	Fax: 781.979.4488	Contract Manager: Cindy Reynolds	Phone: 508-821-7299
Contractor Vendor Code: VC 6000192116		E-Mail: 911DeptGrants@mass.gov	
Vendor Code Address ID (e.g. "AD001"): AD_001 (Note: The Address ID must be set up for EFT payments.)		Fax: 508-947-1452	
RFR/Procurement or Other ID Number: FY21 SUPG		MMARS Doc ID(s): CT EP8 SUPG	
☒ NEW CONTRACT PROCUREMENT OR EXCEPTION TYPE: (Check one option only) — Statewide Contract (OSD or an OSD-designated Department) — Collective Purchase (Attach OSD approval, scope, budget) ☒ Department Procurement (includes all Grants - 815 CMR 2.00) (Solicitation Notice or RFR, and Response or other procurement supporting documentation) — Emergency Contract (Attach justification for emergency, scope, budget) — Contract Employee (Attach Employment Status Form, scope, budget) — Other Procurement Exception (Attach authorizing language, legislation with specific exemption or earmark, and exception justification, scope and budget)		☐ CONTRACT AMENDMENT Enter Current Contract End Date <u>Prior</u> to Amendment: _____, 20____. Enter Amendment Amount: \$ _____ (or "no change") AMENDMENT TYPE: (Check one option only. Attach details of amendment changes.) — Amendment to Date, Scope or Budget (Attach updated scope and budget) — Interim Contract (Attach justification for Interim Contract and updated scope/budget) — Contract Employee (Attach any updates to scope or budget) — Other Procurement Exception (Attach authorizing language/justification and updated scope and budget)	
The Standard Contract Form Instructions, Contractor Certifications and the following Commonwealth Terms and Conditions document is incorporated by reference into this Contract and are legally binding: (Check ONE option): ☒ Commonwealth Terms and Conditions — Commonwealth Terms and Conditions For Human and Social Services			
COMPENSATION: (Check ONE option): The Department certifies that payments for authorized performance accepted in accordance with the terms of this Contract will be supported in the state accounting system by sufficient appropriations or other non-appropriated funds, subject to intercept for Commonwealth owed debts under <u>815 CMR 9.00</u> . — Rate Contract. (No Maximum Obligation) Attach details of all rates, units, calculations, conditions or terms and any changes if rates or terms are being amended.) ☒ Maximum Obligation Contract. Enter total maximum obligation for total duration of this contract (or new total if Contract is being amended): \$ <u>90,505.00</u>			
PROMPT PAYMENT DISCOUNTS (PPD): Commonwealth payments are issued through EFT 45 days from invoice receipt. Contractors requesting accelerated payments must identify a PPD as follows: Payment issued within 10 days — % PPD; Payment issued within 15 days — % PPD; Payment issued within 20 days — % PPD; Payment issued within 30 days — % PPD. If PPD percentages are left blank, identify reason: ☒ agree to standard 45 day cycle — statutory/legal or Ready Payments (<u>M.G.L. c. 29, § 23A</u>); — only initial payment (subsequent payments scheduled to support standard EFT 45 day payment cycle. See Prompt Pay Discounts Policy.)			
BRIEF DESCRIPTION OF CONTRACT PERFORMANCE OR REASON FOR AMENDMENT: (Enter the Contract title, purpose, fiscal year(s) and a detailed description of the scope of performance or what is being amended for a Contract Amendment. Attach all supporting documentation and justifications.) Contract is for the reimbursement of funds under the State 911 Department FY 2021 Public Safety Answering Point and Regional Emergency Communication Center Support and Incentive Grant as authorized and awarded in compliance with the grant guidelines and the grantee's approved application.			
ANTICIPATED START DATE: (Complete ONE option only) The Department and Contractor certify for this Contract, or Contract Amendment, that Contract obligations: ☒ 1. may be incurred as of the Effective Date (latest signature date below) and <u>no</u> obligations have been incurred <u>prior</u> to the Effective Date. — 2. may be incurred as of _____, 20____, a date <u>LATER</u> than the Effective Date below and <u>no</u> obligations have been incurred <u>prior</u> to the Effective Date. — 3. were incurred as of _____, 20____, a date <u>PRIOR</u> 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, 2021</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, this Standard Contract Form, the Standard Contract Form Instructions, Contractor Certifications, the applicable Commonwealth Terms and Conditions, the Request for Response (RFR) or other solicitation, the Contractor's Response, and additional negotiated terms, provided that additional negotiated terms will take precedence over the relevant terms in the RFR and the Contractor's Response only if made using the process outlined in <u>801 CMR 21.07</u> , incorporated herein, provided that any amended RFR or Response terms result in best value, lower costs, or a more cost effective Contract.			
AUTHORIZING SIGNATURE FOR THE CONTRACTOR: X: <u>[Signature]</u> Date: <u>12/2/2020</u> (Signature and Date Must Be Handwritten at Time of Signature) Print Name: MICHAEL L. LYLE Print Title: CHIEF OF POLICE, CITY OF MELROSE		AUTHORIZING SIGNATURE FOR THE COMMONWEALTH: X: <u>[Signature]</u> Date: <u>2/2/21</u> (Signature and Date Must Be Handwritten at Time of Signature) Print Name: Frank Pozniak Print Title: Executive Director	

All cert's
✓ (m)

{Alphabetical Order by Last Name - Not Rank}

Attachment: 911 S&I Grant Award Announcement (ORDER-2021-92 : 911 Support and Incentive Grant)

Packet Pg. 50

Erin Ryan Heyneman (she / her)

March 7, 2021

Dear Mayor Brodeur,

I hope this message finds you well! We last spoke at the Standout in Support for George Floyd last summer; thank you for being there. And thank you for your continued efforts to keep our city safe and in good spirits during the pandemic!

I write today to submit my application for the Melrose Commission on Disability, a group that is essential to our community. Although the ADA was passed thirty years ago, our neighbors with disabilities still encounter daily obstacles to access. I applaud the Commission on Disability for taking steps to center the voices of those most affected by policy decisions. Since becoming physically disabled, I have noticed that able-bodied individuals (with good intentions!) still overlook issues of access that a disabled person would quickly identify as problems. This Commission can ensure that city initiatives are accessible to all of our neighbors here in Melrose.

I have three items that qualify me for this role, and my attached resume will offer a bit more detail:

- 1) I am a public high school teacher with thirteen years of experience in the classroom and in leadership roles.
- 2) I'm the parent of two MPS students.
- 3) I am disabled, openly living with Multiple Sclerosis. I've had MS since I was only seventeen years old, so I have been navigating my illness for many years. I recently suffered a major relapse that left me physically disabled and refreshed my understanding of accessibility issues.

Thank you for your consideration

**Sincerely,
Erin Heyneman**

Attachment: Heyneman Resume (ORDER-2021-93 : Appointment of Erin Heyneman to Commission on Disability)

Erin Ryan Heyneman (she / her)

Education and Professional Licensure

The George Washington University

BA English, Political Science (minor) 2006 | M.Ed Secondary Education 2009
Massachusetts Dept. of Education Academic Preliminary License (7-12), expires 2023

Self-disclosure

I share publicly that I am disabled by Multiple Sclerosis. I am a 36 year old cis white woman, married with two children, one who attends (and one who will attend) MPS.

Most Relevant Experience

Arlington High School, MA | HS English Teacher | 2018 - present (medical leave of absence)

In 2019, I completed a graduate-level course that was offered to a cohort of Arlington teachers. This course, *IDEAS: Anti-Racist School Practices to Support the Success of all Students* (offered through the EDCO Collaborative) allowed me to dive deeper into unpacking the systemic racism that I had seen first-hand in my previous role, and that I, as a white person, have been benefiting from my whole life. I also learned best practices for building an inclusive classroom and school environments. After the course ended, I presented a session at a district-wide workshop. In the session, I covered key takeaways and advocated for Professional Development in antiracism to be more widely available to all staff.

Mystic Valley Regional Charter School | IB English Teacher | 3 years

Many students from Melrose attend MVRCS, and I have firsthand experience navigating its institutional culture. Student achievement is exemplary, but diversity, equity, and inclusion remain issues that require attention.

Other Experience

Dwight School New York, NY | IB English Teacher, Upper School | 3 years

Leadership: Served on the Dwight Culture of Innovation Team, helping to implement technology, Design-thinking, digital citizenship protocols, and social media across the curriculum

Fairfax County Public Schools, VA | IB English Teacher | 3 years

Leadership: Faculty Sponsor of the Muslim Student Association (MSA) student group

Volunteer

Parents of Tots | Melrose, MA | Vice President 2017 - 2020

Melrose Highlands Congregational Church | Youth Group Leader 2016 - 2017

ARTICLE VII
Sustainable Food Containers and Packaging

§ 198-16. Short title.

This article may be cited as the "Sustainable Food Containers and Packaging Ordinance" of the City of Melrose.

§ 198-17. Declaration of findings and policy; scope.

The City Council hereby finds that the prohibition on the use of foam polystyrene food and packaging containers by food service establishments and the sale or use of these products by any business in the City of Melrose is a public purpose that protects the public health, welfare and environment, advances solid waste reduction, protects waterways and aids the City in its fight against climate change.

§ 198-18. Definitions.

The following words shall, unless the context clearly requires otherwise, have the following meanings:

BIODEGRADABLE — That which is entirely made of organic materials such as wood, paper, bagasse or cellulose; or bioplastics that meet the American Society for Testing and Materials (ASTM) D7081 standard for biodegradable plastics in the marine environment or any other standard that may be developed specifically for an aquatic environment and are clearly labeled with the applicable standard.

COMPOSTABLE — Bioplastic materials certified to meet the American Society for Testing and Materials International Standards D6400 or D6868, as those standards may be amended. ASTM D6400 is the specification for plastics designed for compostability in municipal or industrial aerobic composting facilities. D6868 is the specification for aerobic compostability of plastics used as coatings on a compostable substrate. Compostable materials shall also include products that conform to ASTM or other third-party standards (such as Vincotte) for home composting. Any compostable product must be clearly labeled with the applicable standard on the product.

DEPARTMENT — The Melrose Board of Health of the City of Melrose.

DIRECTOR — The Director of the Board of Health of the City of Melrose.

DISPOSABLE FOOD CONTAINER — All food and beverage containers, bowls, plates, trays, cartons, cups, designed for one-time or nondurable uses on or in which any food vendor directly places or packages prepared foods on the food provider's premises or which are used to consume foods. This includes, but is not limited to, food service ware for takeout foods and leftover food from partially consumed meals prepared at food establishments.

FOAM POLYSTYRENE — A nonbiodegradable petrochemical thermoplastic made from aerated forms of polystyrene and includes several methods of manufacture. Expanded polystyrene (EPS) or extruded polystyrene (XPS) are forms of polystyrene. "Styrofoam" is a Dow Chemical Co. trademarked form of extruded polystyrene and is commonly used to refer to foam polystyrene. These are generally used to make insulated cups, bowls,

trays, clamshell containers, meat trays, foam packing materials and egg cartons. The products are sometimes recognized by a No. 6 resin code on the bottom.

FOOD ESTABLISHMENT — A business or governmental establishment that stores, prepares, packages, serves, vends, or otherwise provides food for human consumption, including but not limited to any establishment requiring a permit to operate in accordance with the state food code.

PACKING MATERIAL — Polystyrene foam used to hold, cushion, or protect items packed in a container for shipping, transport, or storage. This includes, without limitation, packing "peanuts" and shipping boxes, coolers, ice chests, or similar containers made, in whole or in part, from polystyrene foam that is not wholly encapsulated or encased within a more durable material.

PREPARED FOOD — Any food or beverage packaged or prepared for consumption on the food provider's premises, using any cooking or food preparation technique or provided for further food preparation.

RECYCLE — Refers to material that can be sorted, cleansed, and reconstituted using Melrose's curbside municipal collection programs for the purpose of using the altered form in the manufacture of a new product. "Recycling" does not include burning, incinerating, converting, or otherwise thermally destroying solid waste.

RETAIL ESTABLISHMENT — A business establishment engaged in the retail sale of goods directly to consumers.

REUSABLE — Refers to products that will be used more than once in its same form by a food establishment. Reusable food service ware includes tableware, flatware, food or beverage containers, packages or trays, such as, but not limited to, soft drink bottles and milk containers that are designed to be returned to the distributor.

RIGID POLYSTYRENE — A nonbiodegradable petrochemical thermoplastic made from a nonaerated form of polystyrene. Also known as "oriented polystyrene," the material is generally clear or solid in appearance and is used to make clear clamshell containers, cups, plates, straws, lids and utensils. The products are sometimes recognized by a No. 6 resin code on the bottom.

§ 198-19. Prohibited use and distribution of food ware and packaging.

- A. Food establishments are prohibited from dispensing food or beverages to any person in disposable food containers made from foam or rigid polystyrene.
- B. All food establishments are strongly encouraged to use reusable food service ware in place of using disposable food service ware for all food served on the premises. Food establishments using any disposable food service ware are strongly encouraged to use biodegradable, compostable, reusable or recyclable food service ware.
- C. Retail establishments are prohibited from selling or distributing disposable food containers made from foam or rigid polystyrene to customers.
- D. Retail establishments are prohibited from selling or distributing polystyrene foam or rigid packing material to customers.

§ 198-20. Effective date. [Amended 6-24-2020 by Order No. 2020-119]

This article shall take effect for any food establishment or retail establishment with an interior finished floor area of more than 8,000 square feet on January 1, 202~~2~~¹. It shall thereafter take effect for all other food establishments and retail establishments on July 1, 202~~2~~¹.

§ 198-21. Enforcement; violations and penalties.

- A. Fine. Any food or retail establishment which violates any provision of this article or any regulation established by the Director shall be liable for a fine as follows: first offense, warning; second offense, \$100; and subsequent offenses, \$100. Each day a violation continues shall constitute a separate offense.
- B. Whoever violates any provision of this article or any regulation established by the Director may be penalized by a noncriminal disposition as provided in MGL c. 40, § 21D.
- C. This article shall be enforced by the Director of the Health Department or his or her designee.

§ 198-22. Severability.

Each separate provision of this article shall be deemed independent of all other provisions herein, and if any provision of this article be declared to be invalid by a court of competent jurisdiction, the remaining provisions of this article shall remain valid and enforceable.



March 19, 2021

Dear Members of the Melrose City Council,

We are writing with regard to the *Sustainable Food Containers and Packaging* ordinance.

As you know, the City Council passed Order 2020-21, *Sustainable Food Containers and Packaging* in December 2019. The order was subsequently amended in May 2020 to delay the implementation due to the pandemic. Now, Order-2021-97: Amending Article VII, Section 198-20 of the Revised Ordinances of the City of Melrose entitled "Sustainable Food Containers and Packaging" proposes to move the implementation date to 2022.

Zero Waste Melrose supports the new implementation dates proposed in Order 2021-97.

Our goal remains to achieve widespread and enthusiastic compliance. We know that education and outreach to local businesses and the general public are needed to achieve the goals of this ordinance.

The coronavirus pandemic limits the ability of the City and our volunteer group to do the necessary education and outreach before the current July 1, 2021 effective date of the law. Planned education and outreach efforts have been delayed. City resources are focused, rightly, on public health measures.

Further, the necessary public health measures have taken a toll on the local business community. We believe businesses will be focused in 2021 on recovery, and that outreach about a new regulation will not be effective until business conditions stabilize.

For these reasons, Zero Waste Melrose supports the passage of Order-2021-97 *Sustainable Food Containers and Packaging* with the new implementation dates of January 1, 2022 (larger establishments) and July 1, 2022 (all other establishments).

We believe these changes will keep Melrose on a path toward greater sustainability, while also balancing the challenges that face local businesses.

Sincerely,

Zero Waste Melrose

Jennifer Strasburger

◆ 88 E Foster St, Melrose MA ◆

EDUCATION

University of California at Berkeley, Goldman School of Public Policy

Masters in Public Policy, 2004

University of North Carolina at Chapel Hill

B.A. in Political Science with Honors and Distinction, 2000

COACHING EXPERIENCE

Boston University Swim & Dive Team, *Associate Head Swimming Coach, August 2005 – Present*

Competing in the Patriot League Conference of Division I

Head of recruiting strategy

Directs training for the sprint training program including two-time NCAA qualifiers

Heads summer training program and competition including World Championship and Olympic Trials

Manages travel, equipment and apparel vendors

Plans and executes all team, alumni and stakeholder events

Directs social media marketing

Men's NCAA Championship qualifier; 2009, 2011

Women's NCAA Championship qualifier; 2014

Women's Conference Champions; 2009, 2010, 2012

Men's Conference Champions; 2012

NCAA 'B' qualification times; 30+x

Bellevue Club Swim Team, *Senior Group Assistant Coach, Winter 2004 / Spring 2005*

Assisted with the instruction of Club's top level swimmers in preparation for Nationals

Provided individual direction in stroke correction, racing strategies, and mental preparation techniques

University of California Berkeley, *Women's Swim Team Volunteer Coach, 2002-2004*

Assisted with and observed all facets of a Nationally ranked top ten Division I program

Assisted coaching staff with technique, team building, and training, including dry-land

Traveled to competitions, including PAC-10's, NCAA Championships, and Olympic Trials

Wrote and supervised workouts at summer swim camp for 8 to 17 year olds

PROFESSIONAL ACCREDITATION AND AWARDS

Boston University Athletics Social Justice & Inclusion Committee, ad-hoc member

Assistant Coach Leadership Academy, 2016-2017

Women's Coaches Academy Graduate, 2009

Conference Coaching Staff of the Year; Men's Team: 2008, 2009, 2010, 2012; Women's Team: 2008

Athletic Department strategic plan, committee chair 2011-2014

University-wide Learning Objectives Assessment development committee, Athletic Department Rep

Boston University's 10-year NCAA recertification committee member

SWIMMING EXPERIENCE

University of North Carolina at Chapel Hill (UNC)

UNC, Team Co-Captain, 1999-2000

Atlantic Coast Conference, Team Champions, 2000

NCAA Division I, Honorable Mention All-American, '97, '98, '99, '00

NCAA Division I, Academic All-American, '99, '00

UNC, Hill Carrow Spirit Award, '97, '99, '00

ACC Weaver-James-Corrigan Scholar-Athlete Postgraduate scholarship winner, 2000

Bellevue Club Swim Team / Mercer Island High School

National Junior Team Member, 1995

Olympic Festival Silver Medalist, 1995

Senior National Championships Participant, Five Times

High School and WISCA Hall of Fame Member



CITY OF MELROSE

Legal Department

Robert J. Van Campen
Deputy Mayor/City Solicitor
 rvancampen@cityofmelrose.org

City Hall, 562 Main Street
Melrose, Massachusetts 02176
Telephone - (781) 979-4184
Facsimile - (781) 979-4205

MEMORANDUM

To: Melrose City Council

Date: March 11, 2021

Re: Declaration of Surplus Property Available for Disposition via Lease Agreement
 (Central Terrace)

The Order referenced above seeks to have an approximately 1,600 square foot portion of City owned land along Central Terrace declared surplus property available for disposition via lease agreement.

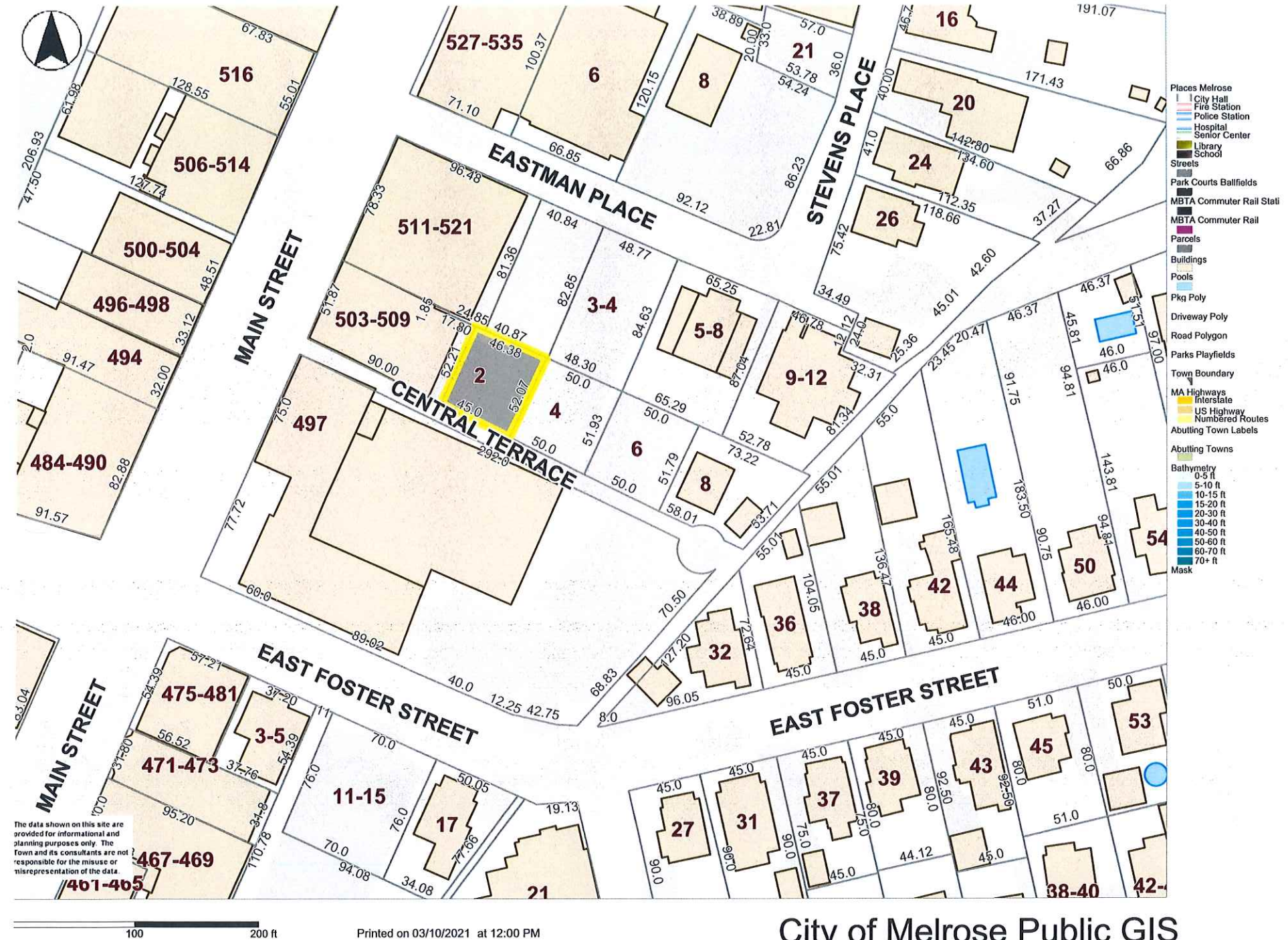
Passage of this Order will achieve one of the economic development priorities of the Brodeur Administration in establishing permanent outdoor dining opportunities for restaurant patrons visiting our downtown businesses. Given the strict statutory requirements the City is obligated to follow under G.L. c.30B, §16, this declaration constitutes the initial step in commencing the process of soliciting proposals for permanent outdoor dining space within our downtown business district.

More specifically – and assuming this property is declared surplus by vote of the City Council – the law requires the City to: (1) appraise the property to determine its value; (2) issue a Request for Proposals setting forth any restrictions to be placed on the use of the property; and (3) make a selection decision based on the responses received. This process would result in the execution of a lease agreement with the respondent offering the City the most advantageous proposal.

Please note that the City's objective would be to enter into a lease agreement for a minimum period of five (5) years. The hope is to culminate this transaction as quickly as possible in order to allow the community to realize the benefits of this outdoor dining option in the Summer or Fall of this year.

I ask for your support in making this declaration, and am available to answer any specific questions members may have about this Order.

[Handwritten signature]
 3/11/21



City of Melrose Public GIS



9.7.c

Attachme

Packet Pg. 61

nearmap

Sun Oct 4 2020

Imagery © 2021 Nearmap, HERE

20 ft



CITY OF MELROSE

New _____ Renewal XX

CONSTABLE APPLICATION FOR THE CITY OF MELROSE

Full Name of Applicant: JOHN J. HIGGINS JR

Present Residential Address: 47 MALVERN STREET MELROSE, MASS. 02176,

Present Employer: MASS SUPERIOR COURT BOSTON, MASS

Employer's Address: 4040 MYSTIC VALLEY PARKWAY MEDFORD, MASS. 02155

Occupation: BAIL COMMISSIONER MALDEN & CAMBRIDGE DISTRICT COURTS

Other addresses where you have lived in the past three years: NONE

Date of Birth: [REDACTED] Telephone Number: [REDACTED]

Are you a Constable in any other city or town? Yes _____ No XXX

If so, please list the locations and your length of service on the back of this form.

Do you intend to be a Constable full time or part time? PART TIME

Please explain why you want to be a Constable in the City of Melrose: _____

TO SERVE CIVIL PROCESS

From what address do you expect to operate as Constable: 47 MALVERN STREET MELROSE, MASS. 02176

Do you expect to serve criminal and civil processes? NO
(NOTE: A bond as required by M.G.L. Ch. 41, Sec. 92 must be filed if you intend to serve civil processes.)

Office use only: Fee paid \$100 CORI form submitted (N)

Attachment: J Higgins 2021 reappointment application (ORDER-2021-94 : Reappointment of John J. Higgins, III, as a Constable in the City of

I certify that I have completed the above application to the best of my ability, including any information on the back of said application, and that the statements made are true and correct, and may be relied upon in determining whether or not I should be appointed as a Constable.

Date: MARCH 5, 2021

Applicant's signature

JOHN J. HIGGINS JR

We, the five undersigned persons (one of whom must be an attorney-at-law), being residents of the City of Melrose, do hereby certify that in our opinion, the above-named applicant is a person of good moral character and is a fit person to be a Constable for the City of Melrose.

NAME

ADDRESS

1.

Print name below

CHARLES E. GILL JR

ATTORNEY

2.

Print name below

PAULA WALSH

3.

Print name below

STEVE CEFALO

4.

Print name below

DANIEL PETERSON

5.

Print name below

THOMAS X FORD



THE COMMONWEALTH OF MASSACHUSETTS
EXECUTIVE OFFICE OF PUBLIC SAFETY AND SECURITY
Department of Criminal Justice Information Services
200 Arlington Street, Suite 2200, Chelsea, MA 02150, MASS.GOV/CJIS
TEL: 617-660-4640 | TTY: 617-660-4606 | FAX: 617-660-5973



9.8.a

Massachusetts Criminal Offender Record Information (CORI)

To Whom It May Concern:

The Massachusetts Department of Criminal Justice Information Services (DCJIS) has conducted a computerized search of the Criminal Offender Record Information database.

The attached is a true copy of matching information from the CORI database for HIGGINS, JOHN J and date of birth [REDACTED]

Signed under the penalties of perjury this 9th day of March 2021.

Norma Marquez
Massachusetts Department Criminal Justice Information Services



CITY OF MELROSE

New _____ Renewal ☒

CONSTABLE APPLICATION FOR THE CITY OF MELROSE

Full Name of Applicant: Mark Joseph Snider
 Present Residential Address: 103 Boardman Avenue, Melrose, MA 02176
 Present Employer: Mark Joseph Snider
 Employer's Address: 103 Boardman Avenue, Melrose, MA 02176
 Occupation: Constable
 Other addresses where you have lived in the past three years: _____

Date of Birth: [REDACTED] Telephone Number: [REDACTED]

Are you a Constable in any other city or town? Yes ☒ No _____

If so, please list the locations and your length of service on the back of this form.

Do you intend to be a Constable full time or part time? Full Time

Please explain why you want to be a Constable in the City of Melrose: _____

To Serve Civil Process.

From what address do you expect to operate as Constable: 804 Main Street,

Malden, MA 02148

Do you expect to serve criminal and civil processes? Yes

(NOTE: A bond as required by M.G.L. Ch. 41, Sec. 92 must be filed if you intend to serve civil processes.)

Office use only: Fee paid \$100 CORI form submitted (N)

Attachment: M Snider 2021 reappointment application (ORDER-2021-95 : Reappointment of Mark J. Snider, as a Constable in the City of

I certify that I have completed the above application to the best of my ability, including any information on the back of said application, and that the statements made are true and correct, and may be relied upon in determining whether or not I should be appointed as a Constable.

Date: 3/10/2021

[Signature]
Applicant's signature

We, the five undersigned persons (one of whom must be an attorney-at-law), being residents of the City of Melrose, do hereby certify that in our opinion, the above-named applicant is a person of good moral character and is a fit person to be a Constable for the City of Melrose.

NAME

ADDRESS

1.

[Signature]
Print name below

[Redacted Address]

Charles E. Gillis, Esq.

Melrose, MA 02176

2.

Anthony Belmonte
Print name below

[Redacted Address]

Melrose

3.

John J. Higgins Jr
Print name below
JOHN J. HIGGINS JR

[Redacted Address]

4.

Barbara Peterson
Print name below

[Redacted Address]

Melrose, MA 02176

5.

Thomas Ford
Print name below

[Redacted Address]

Melrose MA



THE COMMONWEALTH OF MASSACHUSETTS
EXECUTIVE OFFICE OF PUBLIC SAFETY AND SECURITY
Department of Criminal Justice Information Services
200 Arlington Street, Suite 2200, Chelsea, MA 02150, MASS.GOV/CJIS
TEL: 617-660-4640 | TTY: 617-660-4606 | FAX: 617-660-5973



9.9.a

Massachusetts Criminal Offender Record Information (CORI)

To Whom It May Concern:

The Massachusetts Department of Criminal Justice Information Services (DCJIS) has conducted a computerized search of the Criminal Offender Record Information database.

The attached is a true copy of matching information from the CORI database for MARK, SNIDER and date of birth

Signed under the penalties of perjury this 10th day of March 2021.

Norma Marquez
Massachusetts Department Criminal Justice Information Services

CITY OF MELROSE
OFFICE OF THE CITY CLERK

562 Main Street
Melrose, Massachusetts 02176
Telephone - (781) 979-4114
Fax - (781) 979-4149

Amy L. Kamosa
City Clerk

Fee Paid \$

N/A
2021

Date:

CORI:



Initial Application Common Victualler License

☒	Completed Application (PRINT or TYPE Clearly). – The application must have a “wet” signature.
☐	Contact the Office of Fire Prevention for inspection and approval signature (see form).
☐	Contact The Building Department for: • Inspection and approval signature (see form). • Occupancy Permit. •
☒	Contact The Health Department for: • Inspection and approval signature (see form). • Food Permit Establishment forms and any additional requirements.
☒	Complete CORI Request Form – submit to the City Clerk, 3 weeks prior to submitting the application.
☒	Completed Application for a Business Certificate, if applicable. N/A
☒	Copy of Lease or Purchase & Sale Agreement.
☒	Completed Workers' Comp Insurance Affidavit – a copy of Declaration page of Workers' Comp Policy.
☒	N/A Application Fee: \$75.00 (cash, check or credit card – checks should be payable to The City of Melrose.)

*Item not necessary for a renewal application.

Business Specific Details

Business Name Caffe Nero		Tax Id Number	
Address of Business 530 Main Street Melrose MA		Business Phone Number	
Owner's Name Caffe Nero Americas Inc		Owner's Phone Number 617-245-8902	
Residential Address of Owner 320 Congress St 4th Floor Boston, MA 02210		Number of Employees 5	
Email Address of Owner (required)	katrina.sloan	@	caffenero.com
24 hour Emergency Contact info 857-366-1527			
Expiration Date of Business Cert		N/A	
Circle all that apply		☒ Breakfast ☒ Lunch ☒ Take-out	
Days/Hours of Operation (circle the days and write out the hours) 7am-6pm		Number of Seats 90	
SUN MON TUES WED THUR FRI SAT 7 days		Floor Space/sq ft 2,720	



Amy L. Kamosa
City Clerk

CITY OF MELROSE
OFFICE OF THE CITY CLERK

562 Main Street
Melrose, Massachusetts 02176
Telephone - (781) 979-4114
Fax - (781) 979-4149

Initial Application Common Victualler License

By signing below you are requesting to be granted a Common Victualler License from The City of Melrose. In addition, you swear and affirm that the contents of the document are truthful and accurate to the best of your knowledge and belief. Additionally you hereby certify under the penalties of perjury that you have, to the best of your knowledge and belief, filed all state tax returns, paid all state taxes, paid all local taxes, paid all water, sewer and solid waste disposal bills, paid all tax titles, paid all utilities, and paid all motor vehicle excise taxes to the City of Melrose required by law.

Signature of Petitioner 1

Date of Signature

Date of Birth

Signature of Petitioner 2

Date of Signature

Date of Birth

** Your Social Security number or Federal Identification number will be furnished to the Massachusetts Department of Revenue (DOR) to determine whether you have met tax filing or tax payment obligations. Licensees failing to correct their non-filing or delinquency will be subject to license suspension or revocation. This request is made under the authority of Massachusetts General Laws, Chapter 62C, Section 49A.*

***** This form and any additional information is due by noon on the Wednesday prior to the full board meeting. No partial applications will be accepted. The Board of Alderman meets 2x a month – typically the 1st and 3rd Mondays. The Clerk of Committees will contact you to set up a time for you to meet with the Protection and License Committee.***

Return to:
Melrose City Clerk's Office
562 Main Street
Melrose, MA 02176

If you have any questions – call Melissa at (781) 979-4115 or via email at mripley@cityofmelrose.org

Attachment: Cafe Nero redacted_Redacted (ORDER-2021-101 : Common Victualler License - Caffè Nero)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/30/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION** IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER InsuranceTrak Services 4515 Culver Road Suite 206 Rochester NY 14622	CONTACT NAME: InsuranceTrak Services PHONE (A/C, No, Ext): 5852820934 FAX (A/C, No): 8778717137 E-MAIL ADDRESS: INFO@INSURANCETRAK.COM														
INSURED Caffè Nero Americas Inc 320 Congress St Fl 4 Boston MA 02210	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: left;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: left;">NAIC #</th> </tr> <tr> <td>INSURER A: EMPLOYERS ASSURANCE COMPANY</td> <td>22357</td> </tr> <tr> <td>INSURER B: HARTFORD FIRE INSURANCE COMPANY</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: EMPLOYERS ASSURANCE COMPANY	22357	INSURER B: HARTFORD FIRE INSURANCE COMPANY		INSURER C:		INSURER D:		INSURER E:		INSURER F:	
INSURER(S) AFFORDING COVERAGE	NAIC #														
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INSURER B: HARTFORD FIRE INSURANCE COMPANY															
INSURER C:															
INSURER D:															
INSURER E:															
INSURER F:															

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD	WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED \$ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N		BIG271710402	11/01/2020	11/01/2021	☐ PER STATUTE ☒ OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
B	ERISA FIDELITY BOND			01BDDHS0581	06/01/2019	06/01/2020	Limit

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

THOSE USUAL TO THE INSURED'S OPERATIONS

CERTIFICATE HOLDER**CANCELLATION**

Caffè Nero Americas Inc 3 Center Plaza, Suite #101 Boston, MA 02108	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
---	--

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The Commonwealth of Massachusetts
Department of Industrial Accidents
1 Congress Street, Suite 100
Boston, MA 02114-2017
www.mass.gov/dia

Workers' Compensation Insurance Affidavit: General Businesses.
TO BE FILED WITH THE PERMITTING AUTHORITY.

Applicant Information

Please Print Legibly

Business/Organization Name: Caffe Nero Americas, Inc.

Address: 320 Congress Street

City/State/Zip: Boston, MA 02210

Phone #: 617-245-8902

Are you an employer? Check the appropriate box:

1. ☒ I am an employer with 5 employees (full and/or part-time).*
2. ☐ I am a sole proprietor or partnership and have no employees working for me in any capacity.
[No workers' comp. insurance required]
3. ☐ We are a corporation and its officers have exercised their right of exemption per c. 152, §1(4), and we have no employees. [No workers' comp. insurance required]**
4. ☐ We are a non-profit organization, staffed by volunteers, with no employees. [No workers' comp. insurance req.]

Business Type (required):

5. ☐ Retail
6. ☒ Restaurant/Bar/Eating Establishment
7. ☐ Office and/or Sales (incl. real estate, auto, etc.)
8. ☐ Non-profit
9. ☐ Entertainment
10. ☐ Manufacturing
11. ☐ Health Care
12. ☐ Other _____

*Any applicant that checks box #1 must also fill out the section below showing their workers' compensation policy information.

**If the corporate officers have exempted themselves, but the corporation has other employees, a workers' compensation policy is required and such an organization should check box #1.

I am an employer that is providing workers' compensation insurance for my employees. Below is the policy information.

Insurance Company Name: Insurance Trak

Insurer's Address: _____

City/State/Zip: _____

Policy # or Self-ins. Lic. # _____

Expiration Date: 11.1.21

Attach a copy of the workers' compensation policy declaration page (showing the policy number and expiration date).

Failure to secure coverage as required under Section 25A of MGL c. 152 can lead to the imposition of criminal penalties of a fine up to \$1,500.00 and/or one-year imprisonment, as well as civil penalties in the form of a STOP WORK ORDER and a fine of up to \$250.00 a day against the violator. Be advised that a copy of this statement may be forwarded to the Office of Investigations of the DIA for insurance coverage verification.

I do hereby certify, under the pains and penalties of perjury that the information provided above is true and correct.

Signature: _____

Katrina Sloan

Digitally signed by Katrina Sloan
 DN: cn=K. Sloan, email=k.sloan@caffenero.com, o=Caffe Nero
 Date: 2021.10.28 11:24:10-0400

Date: _____

Phone #: 5088084037

Official use only. Do not write in this area, to be completed by city or town official.

City or Town: _____ Permit/License # _____

Issuing Authority (circle one):

1. Board of Health 2. Building Department 3. City/Town Clerk 4. Licensing Board 5. Selectmen's Office
 6. Other _____

Contact Person: _____ Phone #: _____

www.mass.gov/dia

Attachment: Caffe Nero redacted_Redacted (ORDER-2021-101 : Common Victualler License - Caffe Nero)

STANDARD FORM COMMERCIAL LEASE
524-530 Main Street, Melrose, Massachusetts

1. PARTIES

530 Main Street, LLC, a Massachusetts limited liability company, with a principal place of business at 21 East Street, Winchester, Massachusetts 01890, ("LESSOR"), which expression shall include its heirs, successors and assigns, where the context so admits, does hereby lease the leased premises (as hereinafter defined) to Caffè Nero Americas, Inc., a Delaware corporation with a principal place of business located at 320 Congress Street, 4th Floor, Boston, Massachusetts 02110 ("LESSEE"), which expression shall include its successors, executors, administrators, and assigns where the context so admits. Both LESSOR and LESSEE represent that they have all necessary power and authority to enter into this contractual agreement. The LESSEE hereby leases the following described leased premises:

2. PREMISES

Approximately 2,400 interior rentable and useable square feet located at 524-530 Main Street, Melrose, Massachusetts (the "Building") and more particularly shown on Exhibit A attached hereto (sometimes herein referred to as the "leased premises" or the "Premises"). The leased premises also includes the exterior area shown on Exhibit A as a patio area (the "Patio Area").

LESSEE shall have, as appurtenant to the Premises, the non-exclusive right to use, in common with others entitled thereto, the "Common Areas" (as hereinafter defined), subject to the reasonable rules and regulations established by LESSOR from time to time upon reasonable prior notice to LESSEE through LESSOR. "Common Areas" shall include without limitation the following interior and exterior common areas of the Building or the Land: lobbies, walkways, entrances, exits, halls, vestibules, rear alleyway, parking lot, sidewalks, landscaping, outdoor lighting facilities, curbing, and stairways, and such other areas of the Building and the Land that are not part of the Premises or any other portion thereof leased by the LESSOR.

Subject to LESSEE obtaining any necessary licenses or permits in accordance with local law, LESSEE shall have, as appurtenant to the Premises, the exclusive right to use the patio area as shown on Exhibit A (the "Patio Area") for the purpose of providing dining and beverage service and seating to LESSEE's customers in accordance with the Use (defined in Section 8). There shall be no minimum rent payable with respect to the Patio Area, nor shall the square footage of the Patio Area be included in the Premises hereunder. The initial design of the Patio Area shall be subject to LESSOR's approval, and thereafter LESSEE may not make any material alterations to the signs or design thereof without LESSOR's prior approval.

Notwithstanding the above, LESSEE represents that the seating, signage and awnings will be of similar design to the plan attached hereto as Exhibit A attached hereto, which LESSOR hereby accepts.

3. TERM

The term of this Lease shall be for an initial period of ten (10) years, commencing on the "Commencement Date" (as said term is defined herein) and expiring on that certain date which is the day immediately preceding the tenth (10th) anniversary of the Commencement Date, unless sooner terminated in accordance with the terms of this Lease. The term may be extended as described in Section 4 hereof. LESSEE shall sign an amendment of Lease upon the written request of LESSOR confirming the Commencement Date. The Commencement Date shall be one hundred twenty (120) days after the issuance of the Building Permit (defined below), subject to receiving all necessary approvals for LESSEE to operate the Premises in accordance with the Permitted Use.

LESSOR represents that the Premises will be delivered to LESSEE on September 1, 2018. Once LESSOR has turned the Premises over to LESSEE in accordance with the Lease as is evidenced by a fully executed Certificate of Completion of LESSOR's Work as described in Exhibit E hereof, LESSEE shall submit plans and specifications for the LESSOR's review and approval within seventy-five (75) days of LESSOR approval of space design and LESSOR'S delivery of final base building drawings. The LESSEE shall have thirty (30) days after LESSOR's approval of the Plans and Specifications to apply to the City of Melrose for a building permit (the "Application Date") and shall further promptly apply for and use commercially reasonable efforts to pursue the granting of all building and other permits listed on Exhibit C hereto (collectively, the "Operating Permits"). LESSEE shall have the right to terminate the Lease if LESSEE is unable to obtain said Building and Operating Permits within three (3) months of submission of complete applications by giving a written notice of termination (the "Termination Notice") to LESSOR.

4. OPTION TO EXTEND

Provided that the LESSEE shall not be in default under this Lease beyond any applicable notice and cure period at the time of the exercise thereof and at the time of expiration of the original term hereof (the "Expiration Date"), LESSEE shall have the right to extend the original term hereof for three (3) consecutive five (5) year periods (the "Extension Periods"). The Extension Period shall commence on the day after the Expiration Date, and expire on the fifth anniversary of the Expiration Date. The right to extend for any Extension Period shall be exercised by the LESSEE by giving the LESSOR a written notice of such exercise, which notice must be received by LESSOR at least one hundred and eighty (180) days prior to the Expiration Date. The date such notice is given shall be hereinafter referred to as the "Notice Date." The rental amount for the Extension Periods shall be calculated by adding 2% annual increase with payments adjusted and locked in for each 5 year extension term.

If the LESSEE timely exercises its right to extend in accordance with the provisions of this Section 4, the Extension Period shall be upon the same terms and conditions as provided in this Lease, except the amount of rent for the Extension Period shall be as determined as provided in Section 5.

5. RENT

- a. LESSEE shall pay to LESSOR Base Rent during the initial term and the Extension Period if and as exercised pursuant to the terms hereof:

<u>Rental Period</u>	<u>Annual Rent</u>	<u>Monthly Rent</u>
Lease Years 1-5		
Lease Years 6-10		

Except as herein provided, all payments of rent due hereunder shall be due and payable in advance on the first day of each calendar month without offset, abatement, deduction or demand. As used in this Lease, the term "Lease Year" shall mean the following: The first Lease Year shall commence on the Rent Commencement Date and shall end on the day before the first anniversary of the Rent Commencement Date, or, if the Rent Commencement Date is other than the first day of a month, then the first Lease Year shall end on the last day of the month that is twelve (12) months after the Rent Commencement Date; the second Lease Year shall commence on the day after the end of the first Lease Year and continue for a consecutive twelve month period; and each Lease Year thereafter shall be a sequential, consecutive twelve (12) month period.

- b. DISCOUNTED RENT. Notwithstanding the above, LESSEE shall not be required to pay any Rent or other payments for the first three (3) months following the Rent Commencement date and shall pay fifty (50%) percent of the Rent noted above for the second three months after Rent Commencement Date. Thereafter, Rent shall be paid based on the schedule above.

Rent Commencement Date: Rent shall commence on the date (the "Rent Commencement Date") which is the earlier of Tenant opening for Business to the public or One Hundred and Twenty (120) days after the actual issuance of a building permit to Tenant by the applicable governmental authorities. Tenant shall submit plans, which meet all local, state and federal laws and guidelines for the review and approval of the municipality, within fifteen (15) days from the date that the Landlord approves such plans as submitted from the Tenant. Tenant shall submit the plans for the Landlord's review and reasonable approval within seventy-five (75) days from the date that Landlord delivers final base building drawings and/or a final LOD to Tenant, and the Lease has been executed by Landlord and Tenant. At all times, Tenant must diligently and dutifully pursue all relevant permits.

6. SECURITY DEPOSIT - INTENTIONALLY OMITTED.

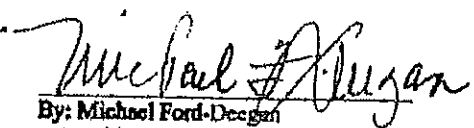
7. RENT ADJUSTMENT

A. TAX ESCALATION

IN WITNESS WHEREOF, the said parties herunto set their hands and seals this _____ day of July, 2017.

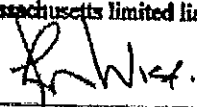
LESSEE

Caffè Nero Americas, Inc.


By: Michael Ford-Deegan
as President

LESSOR

530 Main Street, LLC, a
Massachusetts limited liability company


John D. Wise, Manager



Massachusetts Criminal Offender Record Information (CORI)

To Whom It May Concern:

The Massachusetts Department of Criminal Justice Information Services (DCJIS) has conducted a computerized search of the Criminal Offender Record Information database.

The attached is a true copy of matching information from the CORI database for AMBER, HILL
L

Signed under the penalties of perjury this 10th day of March 2021.

Norma Marquez
Massachusetts Department Criminal Justice Information Services

CITY OF MELROSE
OFFICE OF THE CITY CLERK



Amy L. Kamosa
City Clerk

562 Main Street
Melrose, Massachusetts 02176
Telephone - (781) 979-4114
Fax - (781) 979-4149

BUILDING DEPARTMENT
REPORT OF INVESTIGATION - RELATIVE TO APPLICATION FOR

Common Victualler License

Business Name: Café Nero
Business Address: 530 Main Street
Expiration date: 12/31/2021

Date:

Paul E Johnson
Building Inspector

	Denied
X	Approved
	Occupancy Permit is Pending

Attachment: Cafe Nero redacted_Redacted (ORDER-2021-101 : Common Victualler License - Caffé Nero)



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OFFICE OF THE CITY CLERK

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HEALTH DEPARTMENT
REPORT OF INVESTIGATION - RELATIVE TO APPLICATION FOR

Common Victualler License

Business Name: Café Nero

Business Address: 530 Main Street

Expiration date: 12/31/2021

pending successful pre-opening inspection

Date:

Ruth L Clay Ruth L Clay
(Signature and Printed Name)

	Denied
	Approved
<i>RC</i>	Food Est. Permit is Pending



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FIRE DEPARTMENT
REPORT OF INVESTIGATION - RELATIVE TO INITIAL APPLICATION FOR

Common Victualler

Fire Prevention Inspection Fee: \$10.00

Business Name: *Cafe Nero*

Business Address: *530 Main St.*

Expiration date: *12-31-21*

Approval: *[Signature]* Date: *3/11/21*

Attachment: Cafe Nero redacted_Redacted (ORDER-2021-101 : Common Victualler License - Caffé Nero)



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POLICE DEPARTMENT
REPORT OF INVESTIGATION - RELATIVE TO RENEWAL FOR

Common Victualler License

Business Name: Café Nero

Business Address: 530 Main Street

Expiration date: 12/31/2021

Name/DOB Proprietor: Amber Hill, 08/08/1988

Date: 3-11-21

LT Mark C. Decroteau

Police Department (Signature and Printed Name)

LT MARK C. DECROTEAU

	Denied
✓	Approved <i>RTD</i>