



CITY OF MELROSE

CITY COUNCIL

MINUTES • FEBRUARY 6, 2023

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

7:45 PM

I. CALL TO ORDER

Pledge of Allegiance

Attendee Name	Title	Status	Arrived
Christopher Cinella	At-Large	Present	
Jack Eccles	At-Large	Present	
Mark Garipay	Ward 4	Present	
Maya Jamaledine	At-Large	Absent	
Manjula Karamcheti	Ward 1	Present	
Shawn M. MacMaster	Ward 5	Absent	
Leila Migliorelli	At-Large	Present	
John Obremski	Ward 2	Present	
Robb Stewart	Ward 3	Absent	
Ryan Williams	Ward 7	Present	
Jen Grigoraitis	Ward 6	Present	

II. READING OF THE MINUTES

City Council - Regular Meeting - Jan 17, 2023 7:45 PM

By unanimous consent Madam President moves to accept the minutes without a reading. No objection

RESULT:	ACCEPTED [8 TO 0]
MOVER:	Jen Grigoraitis, Ward 6
AYES:	Eccles, Garipay, Grigoraitis, Karamcheti, Migliorelli, Obremski, Williams, Cinella
ABSENT:	Maya Jamaledine, Shawn M. MacMaster, Robb Stewart

III. PUBLIC COMMENT

Motion: Public Comment

Motion: Open and Close Public Comment

By: President Grigoraitis - moves to open by unanimous consent. No objection Motion carried.

David Hoff, Chair of the Disability Commission, is excited to announce the long term comprehensive self-evaluation has been released for public comment. It

is on the city website and available at the library in paper form. The commission is seeking public comment through February 24th and at two public meetings - February 13th, virtual and February 15th in the Cassidy conference room at city hall. Both from 6p-8p. Once completed the Commission will return to present to the City Council.

RESULT:	PASSED [8 TO 0]
MOVER:	Jen Grigoraitis, Ward 6
AYES:	Eccles, Garipay, Grigoraitis, Karamcheti, Migliorelli, Obremski, Williams, Cinella
ABSENT:	Maya Jamaledine, Shawn M. MacMaster, Robb Stewart

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

V. NEW BUSINESS

A. *Filings by the Honorable Mayor*

1. **GRANT-2023-5** : MHOA-CHII Grant

Offered by: Paul Brodeur, Mayor

Sponsored by: Health Director Anthony Chui

RESULT:	ASSIGN TO COMMITTEE
TO:	Appropriations & Oversight Committee

2. **GRANT-2023-6** : Tufts Medicine Melrose Wakefield Hospital - Community Health Initiative (CHI) Grant

Offered by: Paul Brodeur, Mayor

RESULT:	ASSIGN TO COMMITTEE
TO:	Appropriations & Oversight Committee

3. **GRANT-2023-7** : NEHA-FDA RFFM Grant

Offered by: Paul Brodeur, Mayor

RESULT:	ASSIGN TO COMMITTEE
TO:	Appropriations & Oversight Committee

4. **ORDER-2023-59** : Amending Melrose Revised Zoning Ordinance, Chapter 235, Various Provisions

Offered by: Mayor Paul Brodeur

RESULT:	ASSIGNED TO COMMITTEE
TO:	Appropriations & Oversight Committee

5. **ORDER-2023-60** : Acceptance of Easements related to Patrick's Place Subdivision

Offered by: Mayor Paul Brodeur

RESULT:	ASSIGNED TO COMMITTEE
TO:	Appropriations & Oversight Committee

6. **ORDER-2023-61** : Appointment of William I. Thompson, IV of 642 Franklin Street, to the Melrose Board of Registrars of Voters for a one-year term, said term to fill the appointment of Cynthia Silveria, who has resigned from the Board and whose term would expire on the last day of March 2024.

Offered by: Mayor Paul Brodeur

Sponsored by: Mayor Paul Brodeur

Clerk of Committees Ghobrial notes an address correction; the agenda was republished early today with the nominee's correct address of 642 Franklin Street. This item, as corrected, will appear on two additional meeting agendas. President Grigoraitis thanks Councilor Williams for catching the error and the Administration for advising how to correct their clerical error.

RESULT:	ASSIGNED TO COMMITTEE
TO:	Finance Committee

7. **ORDER-2023-62** : Reappointment of David Hoff, 46 Warwick Road, to the Commission on Disability for a three-year term, said term to expire on the last day of February 2026.

Offered by: Mayor Paul Brodeur

Sponsored by: Mayor Paul Brodeur

RESULT:	ASSIGNED TO COMMITTEE
TO:	Health, Education & Welfare Committee

8. **ORDER-2023-63** : Reappointment of Garin Boyd, 12 Mt. Vernon St., Unit 31, to the Commission on Disability for a three-year term, said term to expire on the last day of February 2026.

Offered by: Mayor Paul Brodeur

Sponsored by: Mayor Paul Brodeur

RESULT:	ASSIGNED TO COMMITTEE
TO:	Health, Education & Welfare Committee

9. **ORDER-2023-64** : Reappointment of Peter Bowman, 24 Arlington Road, to the Melrose Library Board of Trustees for a three-year term, said term to expire the last day of February 2026.

Offered by: Mayor Paul Brodeur

Sponsored by: Director Linda C.W. Gardener

RESULT:	ASSIGNED TO COMMITTEE
TO:	Health, Education & Welfare Committee

10. **ORDER-2023-65** : Reappointment of Daniel O'Neill, 340 Main St., #703, to the Melrose Cemetery Commission for a three-year term; said term to expire on the last day of February 2026.

Offered by: Mayor Paul Brodeur

RESULT:	ASSIGNED TO COMMITTEE
TO:	Health, Education & Welfare Committee

11. **ORDER-2023-66** : Reappointment of Michael Margolis, 22 Stowecroft Road, to the Soldiers & Sailors Memorial Building Trustees for a three-year term; said term to expire on the last day of February 2026.

Offered by: Mayor Paul Brodeur

RESULT:	ASSIGNED TO COMMITTEE
TO:	Public Service Committee

12. **APP-2023-12:** MWRA LWSAP Water Project Funding

Offered by: Paul Brodeur, Mayor

RESULT:	ASSIGNED TO COMMITTEE
TO:	Appropriations & Oversight Committee

13. **LIC-2023-6** : License: Common Victualler renewals for 2023

RESULT:	ASSIGNED TO COMMITTEE
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14. **LIC-2023-7** : Non Renewal Class II Motor Vehicle License for 2023

RESULT:	ASSIGNED TO COMMITTEE
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B. Filings by the Honorable City Council

1. **INFO-2023-13:** An Order Relative to the Melrose Public Safety Building Committee

Sponsored by: At-Large Christopher Cinella

RESULT:	ASSIGN TO COMMITTEE
TO:	Appropriations & Oversight Committee

VI. UNFINISHED BUSINESS

A. Grants

1. **GRANT-2023-3** : Workplace Safety and Education Grant as supplied by the Executive Office of Labor and Workforce Development

Offered by: Paul Brodeur, Mayor

From: Appropriations & Oversight Committee

OUGHT TO PASS

RESULT:	PASSED [8 TO 0]
MOVER:	Leila Migliorelli, At-Large
SECONDER:	Jack Eccles, At-Large
AYES:	Eccles, Garipay, Grigoraitis, Karamcheti, Migliorelli, Obremski, Williams, Cinella
ABSENT:	Maya Jamaledine, Shawn M. MacMaster, Robb Stewart

2. **GRANT-2023-4** : Acceptance of the FY23 Firefighter Safety Equipment Grant awarded to the Melrose Fire Department by The Commonwealth of Massachusetts, Department of Fire Services, in the amount of \$19,000.

Offered by: Paul Brodeur, Mayor

Sponsored by: Fire Chief Ed Collina

From: Appropriations & Oversight Committee

OUGHT TO PASS

RESULT:	PASSED [8 TO 0]
MOVER:	Leila Migliorelli, At-Large
SECONDER:	Jack Eccles, At-Large
AYES:	Eccles, Garipay, Grigoraitis, Karamcheti, Migliorelli, Obremski, Williams, Cinella
ABSENT:	Maya Jamaledine, Shawn M. MacMaster, Robb Stewart

B. Information Items

1. **INFO-2023-10:** Request for American Rescue Plan Act (ARPA) funding update

Sponsored by: Ward 3 Robb Stewart, Ward 4 Mark Garipay, At-Large Leila Migliorelli

From: Appropriations & Oversight Committee RECOMMEND PLACE ON FILE

RESULT:	FILED [8 TO 0]
MOVER:	Leila Migliorelli, At-Large
SECONDER:	Mark Garipay, Ward 4
AYES:	Eccles, Garipay, Grigoraitis, Karamcheti, Migliorelli, Obremski, Williams, Cinella
ABSENT:	Maya Jamaledine, Shawn M. MacMaster, Robb Stewart

2. **INFO-2023-11:** Update on the Status of the City of Melrose's Finances

Sponsored by: At-Large Leila Migliorelli, Ward 6 Jen Grigoraitis, At-Large Maya Jamaledine, At-Large Jack Eccles, Ward 1 Manjula Karamcheti

From: Appropriations & Oversight Committee RECOMMEND PLACE ON FILE

RESULT:	FILED [8 TO 0]
MOVER:	Leila Migliorelli, At-Large
SECONDER:	Jack Eccles, At-Large
AYES:	Eccles, Garipay, Grigoraitis, Karamcheti, Migliorelli, Obremski, Williams, Cinella
ABSENT:	Maya Jamaledine, Shawn M. MacMaster, Robb Stewart

3. **INFO-2023-12:** An Update on the Status and Usage of Free Cash in the City of Melrose

Sponsored by: At-Large Leila Migliorelli, Ward 6 Jen Grigoraitis, At-Large Maya Jamaledine, Ward 7 Ryan Williams

From: Appropriations & Oversight Committee RECOMMEND PLACE ON FILE

RESULT:	FILED [8 TO 0]
MOVER:	Leila Migliorelli, At-Large
SECONDER:	Christopher Cinella, At-Large
AYES:	Eccles, Garipay, Grigoraitis, Karamcheti, Migliorelli, Obremski, Williams, Cinella
ABSENT:	Maya Jamaledine, Shawn M. MacMaster, Robb Stewart

C. Licenses

1. **LIC-2023-5** : Application of Sagamore Golf, Inc., d/b/a Mount Hood Memorial Park and Golf Course, 100 Slayton Road, Melrose for a Common Victualler License

From: Protection and License Committee

OUGHT TO PASS

RESULT:	GRANTED [8 TO 0]
MOVER:	Mark Garipay, Ward 4
SECONDER:	Christopher Cinella, At-Large
AYES:	Eccles, Garipay, Grigoraitis, Karamcheti, Migliorelli, Obremski, Williams, Cinella
ABSENT:	Maya Jamaledine, Shawn M. MacMaster, Robb Stewart

D. Orders

1. **ORDER-2023-49** : Appointment of Charles McCabe, 14 Orient Ave, to the Conservation Commission for a three-year term, said term to expire the last day of February 2026.

Offered by: Mayor Paul Brodeur

Sponsored by: Mayor Paul Brodeur

From: Public Service Committee

OUGHT TO PASS

RESULT:	ADOPTED [8 TO 0]
MOVER:	Mark Garipay, Ward 4
SECONDER:	Jack Eccles, At-Large
AYES:	Eccles, Garipay, Grigoraitis, Karamcheti, Migliorelli, Obremski, Williams, Cinella
ABSENT:	Maya Jamaledine, Shawn M. MacMaster, Robb Stewart

2. **ORDER-2023-50** : Authorization to Accept a Housing Choice Grant in the amount of \$75,000 from the Executive Office of Housing and Economic Development (EOHED) through the Community One Stop for Growth Program and Authorize the Mayor to Execute a Contract with EOHED; funds to be deposited into Fund 4521

Offered by: Mayor Paul Brodeur

From: Appropriations & Oversight Committee

OUGHT TO PASS

RESULT:	PASSED [8 TO 0]
MOVER:	Leila Migliorelli, At-Large
SECONDER:	Christopher Cinella, At-Large
AYES:	Eccles, Garipay, Grigoraitis, Karamcheti, Migliorelli, Obremski, Williams, Cinella
ABSENT:	Maya Jamaledine, Shawn M. MacMaster, Robb Stewart

3. **ORDER-2023-57** : Reappointment of Assistant City Clerk, Joanne Perperian of 357 Porter Street, Melrose for a one year term.

Sponsored by: Ward 6 Jen Grigoraitis

From: Finance Committee

OUGHT TO PASS

RESULT:	ADOPTED [8 TO 0]
MOVER:	Jack Eccles, At-Large
SECONDER:	Manjula Karamcheti, Ward 1
AYES:	Eccles, Garipay, Grigoraitis, Karamcheti, Migliorelli, Obremski, Williams, Cinella
ABSENT:	Maya Jamaledine, Shawn M. MacMaster, Robb Stewart

4. **ORDER-2023-55** : Reappointment of Margaret Sheets, 53 Melrose St., Apt. 3D, to the Commission on Disability for a three-year term; said term to end on the last day of February 2026.

Offered by: Mayor Paul Brodeur

Sponsored by: David Hoff

From: Health, Education & Welfare Committee

OUGHT TO PASS

RESULT:	ADOPTED [8 TO 0]
MOVER:	Manjula Karamcheti, Ward 1
SECONDER:	Christopher Cinella, At-Large
AYES:	Eccles, Garipay, Grigoraitis, Karamcheti, Migliorelli, Obremski, Williams, Cinella
ABSENT:	Maya Jamaledine, Shawn M. MacMaster, Robb Stewart

5. **ORDER-2023-56** : Reappointment of Janet Nevin, 415 East Foster Street, to the Council on Aging Board for a three-year term, said term to expire on the last day of February 2026.

Offered by: Mayor Paul Brodeur

Sponsored by: John Capuano

From: Health, Education & Welfare Committee

OUGHT TO PASS

RESULT:	ADOPTED [8 TO 0]
MOVER:	Manjula Karamcheti, Ward 1
SECONDER:	Christopher Cinella, At-Large
AYES:	Eccles, Garipay, Grigoraitis, Karamcheti, Migliorelli, Obremski, Williams, Cinella
ABSENT:	Maya Jamaledine, Shawn M. MacMaster, Robb Stewart

VII. EXPIRIES

1. **APP-2023-10:** Community Prevention and Wellness Initiative

Sponsored by: Health Director Anthony Chui

From: City Council

RECOMMENDED

Councilor Gaipay recommends remanding to committee for further review and discussion based on recent Cannabis Commission information and to allow Director Chui to appear before members.

RESULT:	RECOMMITTED [8 TO 0]
TO:	Appropriations & Oversight Committee
MOVER:	Mark Garipay, Ward 4
SECONDER:	Manjula Karamcheti, Ward 1
AYES:	Eccles, Garipay, Grigoraitis, Karamcheti, Migliorelli, Obremski, Williams, Cinella
ABSENT:	Maya Jamaledine, Shawn M. MacMaster, Robb Stewart

2. **ORDER-2023-29** : An Appropriation in the amount of \$167,310 (One Hundred Sixty-Seven thousand, three hundred and ten dollars) to fund the HRS compensation study. The requested appropriation is from the following accounts \$159,784 from the Contract Stabilization fund (84042-590000), \$3,763 from Sewer, Reserve for Retained Earnings (84152-590000) and \$3,763 from Water, Reserve for Retained Earnings (84162-590000) to various salary and wage lines as set forth herein.

Offered by: Mayor Paul Brodeur

From: City Council

RECOMMITTED TO COMMITTEE

Councilor Migliorelli advises there has been no additional communication nor indication there will be anything forthcoming since original discussion in committee. Councilor Williams wonders if should be returned to committee. Councilor Karamcheti states it is a challenging request balancing the desire to have equitably paid city employees with need. Perhaps as budget cycle approaches this can be included there. Councilor Garipay suggests this be included in FY24 as budget season is basically here. Have the administration include it in individual budget recommendations.

RESULT:	DEFEATED [8 TO 0]
MOVER:	Christopher Cinella, At-Large
SECONDER:	Leila Migliorelli, At-Large
AYES:	Eccles, Garipay, Grigoraitis, Karamcheti, Migliorelli, Obremski, Williams, Cinella
ABSENT:	Maya Jamaledine, Shawn M. MacMaster, Robb Stewart

VIII. REPORTS FROM COMMITTEES

IX. RULE 53 REPORTS

X. ADJOURNMENT

Motion: Adjourn

Motion: Adjourn

By: Councilor Cinella, Second: Councilor Williams - motion carried

Meeting adjourned at 8:15 p.m.

RESULT:	PASSED [8 TO 0]
MOVER:	Christopher Cinella, At-Large
SECONDER:	Ryan Williams, Ward 7
AYES:	Cinella, Eccles, Garipay, Karamcheti, Migliorelli, Obremski, Williams, Grigoraitis
ABSENT:	Maya Jamaledine, Shawn M. MacMaster, Robb Stewart



CITY OF MELROSE

CITY COUNCIL

MINUTES • JANUARY 17, 2023

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

7:45 PM

I. CALL TO ORDER

Attendee Name	Title	Status	Arrived
Jack Eccles	At-Large	Present	
Mark Garipay	Ward 4	Present	
Jen Grigoraitis	Ward 6	Present	
Maya Jamaledine	At-Large	Present	
Manjula Karamcheti	Ward 1	Present	
Shawn M. MacMaster	Ward 5	Present	
Leila Migliorelli	At-Large	Present	
John Obremski	Ward 2	Absent	
Robb Stewart	Ward 3	Present	
Ryan Williams	Ward 7	Present	
Christopher Cinella	At-Large	Present	

II. PLEDGE OF ALLEGIANCE

III. READING OF THE MINUTES

City Council - Organizational Meeting - Jan 3, 2023 7:30 PM

President Grigoraitis moves by unanimous consent to accept the minutes without reading. No objection.

RESULT:	ACCEPTED [10 TO 0]
MOVER:	Jen Grigoraitis, Ward 6
AYES:	Eccles, Garipay, Grigoraitis, Jamaledine, Karamcheti, MacMaster, Migliorelli, Stewart, Williams, Cinella
ABSENT:	John Obremski

City Council - Regular Meeting - Jan 3, 2023 7:45 PM

President Grigoraitis moves by unanimous consent to accept the minutes without reading. No objection.

Minutes Acceptance: Minutes of Jan 17, 2023 7:45 PM (Reading of the Minutes)

RESULT:	ACCEPTED [10 TO 0]
MOVER:	Jen Grigoraitis, Ward 6
AYES:	Eccles, Garipay, Grigoraitis, Jamaledine, Karamcheti, MacMaster, Migliorelli, Stewart, Williams, Cinella
ABSENT:	John Obremski

IV. PUBLIC COMMENT

Remote Link for Public Comment:

<https://cityofmelrose-org.zoom.us/j/99081483447?pwd=Nm1hT3R1Z3l2cWJ3bTZkdVBzbW1Kdz09>

Meeting ID:
990 8148 3447

Password:
Melrose

V. NEW BUSINESS

A. *Filings by the Honorable Mayor*

1. **LIC-2023-5** : Application of Sagamore Golf, Inc., d/b/a Mount Hood Memorial Park and Golf Course, 100 Slayton Road, Melrose for a Common Victualler License

RESULT:	ASSIGNED TO COMMITTEE
TO:	Protection and License Committee

2. **GRANT-2023-3** : Workplace Safety and Education Grant as supplied by the Executive Office of Labor and Workforce Development

Offered by: Paul Brodeur, Mayor

RESULT:	ASSIGN TO COMMITTEE
TO:	Appropriations & Oversight Committee

3. **GRANT-2023-4** : Acceptance of the FY23 Firefighter Safety Equipment Grant awarded to the Melrose Fire Department by The Commonwealth of Massachusetts, Department of Fire Services, in the amount of \$19,000.

Offered by: Paul Brodeur, Mayor

Sponsored by: Fire Chief Ed Collina

RESULT:	ASSIGN TO COMMITTEE
TO:	Appropriations & Oversight Committee

Motion: Immediate Consideration / No Objection

Motion: Immediate Consideration

By: Councilor Cinella - No Objection

RESULT:	PASSED [10 TO 0]
MOVER:	Christopher Cinella, At-Large
AYES:	Eccles, Garipay, Grigoraitis, Jamaledine, Karamcheti, MacMaster, Migliorelli, Stewart, Williams, Cinella
ABSENT:	John Obremski

4. **ORDER-2023-54** : Requesting approval of a Home Rule Petition to authorize the City to continue the employment of Daryl MacLeod as firefighter for the City of Melrose beyond age 65

Offered by: Mayor Paul Brodeur

Sponsored by: Fire Chief Ed Collina

President Grigoraitis states for the record that Melrose Fire Chief Collina asked to withdraw this request. The item was then placed on file by unanimous vote.

RESULT:	PLACED ON FILE [10 TO 0]
MOVER:	Christopher Cinella, At-Large
SECONDER:	Jack Eccles, At-Large
AYES:	Eccles, Garipay, Grigoraitis, Jamaledine, Karamcheti, MacMaster, Migliorelli, Stewart, Williams, Cinella
ABSENT:	John Obremski

5. **ORDER-2023-55** : Reappointment of Margaret Sheets, 53 Melrose St., Apt. 3D, to the Commission on Disability for a three-year term; said term to end on the last day of February 2026.

Offered by: Mayor Paul Brodeur

Sponsored by: David Hoff

RESULT:	ASSIGNED TO COMMITTEE
TO:	Health, Education & Welfare Committee

6. **ORDER-2023-56** : Reappointment of Janet Nevin, 415 East Foster Street, to the Council on Aging Board for a three-year term, said term to expire on the last day of February 2026.

Offered by: Mayor Paul Brodeur

Sponsored by: John Capuano

RESULT:	ASSIGNED TO COMMITTEE
TO:	Health, Education & Welfare Committee

7. **ORDER-2023-57** : Reappointment of Assistant City Clerk, Joanne Perperian of 357 Porter Street, Melrose for a one year term.

Sponsored by: Ward 6 Jen Grigoraitis

RESULT:	ASSIGNED TO COMMITTEE
TO:	Finance Committee

8. **ORDER-2023-58** : 2023 Surety Bond of Melrose City Clerk

Sponsored by: Ward 6 Jen Grigoraitis

RESULT:	ASSIGNED TO COMMITTEE
TO:	Finance Committee

B. Filings by the Honorable City Council

VI. FROM COMMITTEE

A. Appropriations

- ORDER-2023-45** : An Appropriation in the amount of two-hundred ninety-four thousand, four hundred fifty-two thousand (\$294,452) from Contract Stabilization (account number 84042-590000) to Police Salary and Wage (account 012111-511000) and Police OT (account 012111-513000). The appropriation requested is to fund Fiscal 2022 and Fiscal 2023 of the Patrol Officer 3 year MOU.

From: Appropriations & Oversight Committee

OUGHT TO PASS

RESULT:	PASSED [10 TO 0]
MOVER:	Leila Migliorelli, At-Large
SECONDER:	Christopher Cinella, At-Large
AYES:	Eccles, Garipay, Grigoraitis, Jamaledine, Karamcheti, MacMaster, Migliorelli, Stewart, Williams, Cinella
ABSENT:	John Obremski

- APP-2023-11:** MWRA LFAP I/I Loan/Grant - Authorize Borrowing of \$1,330,000 of which 75% is a grant and 25% is a zero-interest loan

Offered by: Paul Brodeur, Mayor

Sponsored by: Treasurer/Collector Kathryn Armata

From: Appropriations & Oversight Committee

OUGHT TO PASS

Minutes Acceptance: Minutes of Jan 17, 2023 7:45 PM (Reading of the Minutes)

RESULT:	PASSED [10 TO 0]
MOVER:	Leila Migliorelli, At-Large
SECONDER:	Christopher Cinella, At-Large
AYES:	Eccles, Garipay, Grigoraitis, Jamaledine, Karamcheti, MacMaster, Migliorelli, Stewart, Williams, Cinella
ABSENT:	John Obremski

B. Grants

1. **ORDER-2023-46** : Authorization to accept a grant in the amount of \$6,500 from the Massachusetts Emergency Management Agency (MEMA)

Offered by: Mayor Paul Brodeur

Sponsored by: Mayor Paul Brodeur

From: Appropriations & Oversight Committee

OUGHT TO PASS

RESULT:	PASSED [10 TO 0]
MOVER:	Leila Migliorelli, At-Large
SECONDER:	Christopher Cinella, At-Large
AYES:	Eccles, Garipay, Grigoraitis, Jamaledine, Karamcheti, MacMaster, Migliorelli, Stewart, Williams, Cinella
ABSENT:	John Obremski

2. **ORDER-2023-51** : Field Demonstration SIG Project Grant FY23 To support the development and implementation of outreach and marketing of our Council on Aging to older adults and care givers.

Sponsored by: Executive Director Stacey Minchello

From: Appropriations & Oversight Committee

OUGHT TO PASS

RESULT:	PASSED [10 TO 0]
MOVER:	Leila Migliorelli, At-Large
SECONDER:	Christopher Cinella, At-Large
AYES:	Eccles, Garipay, Grigoraitis, Jamaledine, Karamcheti, MacMaster, Migliorelli, Stewart, Williams, Cinella
ABSENT:	John Obremski

3. **GRANT-2023-2** : Acceptance of the FY23 Earmark Grant awarded to the Melrose Fire Department by The Commonwealth of Massachusetts, Department of Fire Services, in the amount of \$60,000.

Offered by: Paul Brodeur, Mayor

Sponsored by: Fire Chief Ed Collina

From: Appropriations & Oversight Committee

OUGHT TO PASS

RESULT:	PASSED [10 TO 0]
MOVER:	Leila Migliorelli, At-Large
SECONDER:	Christopher Cinella, At-Large
AYES:	Eccles, Garipay, Grigoraitis, Jamaledine, Karamcheti, MacMaster, Migliorelli, Stewart, Williams, Cinella
ABSENT:	John Obremski

C. Licenses

1. **LIC-2023-3** : License: Common Victualler renewals for 2023

From: Protection and License Committee

PLACED ON FILE

RESULT:	PLACED ON FILE [10 TO 0]
MOVER:	Mark Garipay, Ward 4
SECONDER:	Christopher Cinella, At-Large
AYES:	Eccles, Garipay, Grigoraitis, Jamaledine, Karamcheti, MacMaster, Migliorelli, Stewart, Williams, Cinella
ABSENT:	John Obremski

2. **LIC-2023-4** : Licenses renewed: Class II Motor Vehicle for 2023

From: Protection and License Committee

PLACED ON FILE

RESULT:	PLACED ON FILE [10 TO 0]
MOVER:	Mark Garipay, Ward 4
SECONDER:	Christopher Cinella, At-Large
AYES:	Eccles, Garipay, Grigoraitis, Jamaledine, Karamcheti, MacMaster, Migliorelli, Stewart, Williams, Cinella
ABSENT:	John Obremski

D. Orders

- ORDER-2023-42** : Appointment of Albert Talarico as Director of Inspectional Services and Building Commissioner for the City of Melrose

Offered by: Mayor Paul Brodeur

From: Appropriations & Oversight Committee

OUGHT TO PASS

RESULT:	ADOPTED [10 TO 0]
MOVER:	Leila Migliorelli, At-Large
SECONDER:	Christopher Cinella, At-Large
AYES:	Eccles, Garipay, Grigoraitis, Jamaledine, Karamcheti, MacMaster, Migliorelli, Stewart, Williams, Cinella
ABSENT:	John Obremski

- ORDER-2023-44** : Appointment of Sarah Besegai, 52 Stratford Park, to the Beebe Estate Board of Trustees for a two-year term to expire on the last day of February 2025.

Offered by: Mayor Paul Brodeur

From: Health, Education & Welfare Committee

OUGHT TO PASS

RESULT:	ADOPTED [10 TO 0]
MOVER:	Manjula Karamcheti, Ward 1
SECONDER:	Ryan Williams, Ward 7
AYES:	Eccles, Garipay, Grigoraitis, Jamaledine, Karamcheti, MacMaster, Migliorelli, Stewart, Williams, Cinella
ABSENT:	John Obremski

- ORDER-2023-48** : Appointment to David Thimble, 94 Crescent Avenue, to the Beebe Estate Board of Trustees for a two-year term to expire on the last day of February 2025.

Offered by: Mayor Paul Brodeur

From: Health, Education & Welfare Committee

OUGHT TO PASS

RESULT:	ADOPTED [10 TO 0]
MOVER:	Manjula Karamcheti, Ward 1
SECONDER:	Ryan Williams, Ward 7
AYES:	Eccles, Garipay, Grigoraitis, Jamaledine, Karamcheti, MacMaster, Migliorelli, Stewart, Williams, Cinella
ABSENT:	John Obremski

VII. RULE 53 REPORTS

Point of Personal Privilege

Motion: Point of Personal Privilege
By: President Grigoraitis

The President reminds residents the annual 2023 census has been mailed to households and asks that these be completed and returned, adding for registered voters this ensures you remain on the active voter rolls.

VIII. ADJOURNMENT

Motion: Adjourn

Motion: Adjourn
By: Councilor Stewart, Second: Councilor Migliorelli - motion carried.

Meeting adjourned at 8 p.m.

RESULT:	PASSED [10 TO 0]
MOVER:	Robb Stewart, Ward 3
SECONDER:	Leila Migliorelli, At-Large
AYES:	Eccles, Garipay, Grigoraitis, Jamaledine, Karamcheti, MacMaster, Migliorelli, Stewart, Williams, Cinella
ABSENT:	John Obremski



CITY OF MELROSE

CITY COUNCIL

MINUTES • JANUARY 3, 2023

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

7:30 PM

I. CALL TO ORDER - 2023 ORGANIZATIONAL MEETING

Attendee Name	Title	Status	Arrived
Jack Eccles	At-Large	Present	
Mark Garipay	Ward 4	Present	
Jen Grigoraitis	Ward 6	Present	
Maya Jamaledine	At-Large	Absent	
Manjula Karamcheti	Ward 1	Present	
Shawn M. MacMaster	Ward 5	Present	
Leila Migliorelli	At-Large	Present	
John Obremski	Ward 2	Absent	
Robb Stewart	Ward 3	Present	
Ryan Williams	Ward 7	Present	
Christopher Cinella	At-Large	Present	

In accordance with Rule 48 of the City Council Rules of Order President Pro Tem MacMaster opens the organizational meeting and presides until the formal election of a council President.

II. CALL TO ORDER

III. PUBLIC COMMENT

Motion: Public Comment

Motion: Open Public Comment

By: President Pro Temp MacMaster by unanimous consent. No objection- motion carried.

No one comes forward. No one is present online.

Motion: Close Public Comment

By: President Pro Temp MacMaster by unanimous consent. No objection- motion carried

Minutes Acceptance: Minutes of Jan 17, 2023 7:45 PM (Reading of the Minutes)

RESULT:	PASSED [9 TO 0]
MOVER:	Shawn M. MacMaster, Ward 5
AYES:	Eccles, Garipay, Grigoraitis, Karamcheti, MacMaster, Migliorelli, Stewart, Williams, Cinella
ABSENT:	Maya Jamaledine, John Obremski

IV. NEW BUSINESS

A. *Filings by the Honorable Mayor*

B. *Filings by the Honorable City Council*

1. **ORDER-2023-52** : Election of the President of the Melrose City Council for the Year 2023

President Pro Temp reviews the December 5, 2022 non binding caucus results and advises members of need for binding vote. Councilor Cinella moves to open the floor for formal nominations for President, seconded by Councilor Stewart. No objection. Councilor Cinella nominates Jennifer Grigoraitis for President, seconded by Councilor Karamcheti. No objection.

Councilor Grigoraitis offers statement. Is honored and humbled by support of colleagues and for opportunity to serve. Thanks City Clerk and Clerk of Committees for assistance to council and City. Is committed to make Melrose an even better place to work, live and raise a family- working together we can achieve great things for Melrose. States the council can begin making data driven decisions that benefit the entire community with a collective 2023 goal of proactive planning and progress.

Councilor Stewart moves to close nominations, seconded by Councilor Cinella. By unanimous viva voce vote, Ward 6 Councilor Grigoraitis is elected the 2023 City Council President and takes the oath of office.

RESULT:	ELECTED [9 TO 0]
MOVER:	Christopher Cinella, At-Large
SECONDER:	Manjula Karamcheti, Ward 1
AYES:	Eccles, Garipay, Grigoraitis, Karamcheti, MacMaster, Migliorelli, Stewart, Williams, Cinella
ABSENT:	Maya Jamaledine, John Obremski

2. **ORDER-2023-53** : Adoption of the Rules of Order of the City Council for the Year 2023

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Shawn M. MacMaster, Ward 5
SECONDER:	Christopher Cinella, At-Large
AYES:	Eccles, Garipay, Grigoraitis, Jamaledine, Karamcheti, MacMaster, Migliorelli, Obremski, Stewart, Williams, Cinella

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

VI. ADJOURNMENT

Motion: Adjourn

Motion: Adjourn

By: Councilor Karamcheti, Second: Councilor Cinella - motion carried.

Meeting adjourned at 07:38 p.m.

RESULT:	PASSED [UNANIMOUS]
MOVER:	Manjula Karamcheti, Ward 1
SECONDER:	Christopher Cinella, At-Large
AYES:	Eccles, Garipay, Grigoraitis, Jamaledine, Karamcheti, MacMaster, Migliorelli, Obremski, Stewart, Williams, Cinella

Minutes Acceptance: Minutes of Jan 17, 2023 7:45 PM (Reading of the Minutes)

RULES OF ORDER MELROSE CITY COUNCIL



Minutes Acceptance: Minutes of Jan 17, 2023 7:45 PM (Reading of the Minutes)

Adopted January 2023

OVERVIEW

A Special Committee on the Rules of Order was established by President Jennifer Grigoraitis in 2020 pursuant to Rule 25. Charged with modernizing the Council's governing rules, the Committee met on five occasions between November 11, 2020 and September 8, 2021 for a total of six hours. The Committee's scope of work involved simplifying the language of existing rules, addressing ambiguity, ensuring consistency in the use of terms, and offering recommendations for a series of revised and new rules.

A final version of the rules was then adopted in January 2022. Attached to this is a commentary section; its purpose is to memorialize the intent behind the rules that, in accordance with our mandate, have been either substantially amended or newly created.

RULES OF ORDER

Rule 1 Regular Meetings of the City Council shall be held on the first and third Mondays of each month at 7:45 p.m. except as follows: (1) during July and August when there shall be one meeting each month on the third Monday; (2) when an election is to be held the following day such meeting shall be held on the following Monday; and (3) when a meeting falls on a holiday, such meeting shall be held on Tuesday.

Rule 2 A majority of the Council or any Committee thereof shall constitute a quorum.

PRESIDENT

Rule 3 The President shall take the chair at the scheduled hour, call the members to order and, on the appearance of a quorum, proceed with business.

Rule 4 In the absence of the President, the President Pro Tempore of the Council, who shall be the senior member in length of service present at the meeting, shall call the Council to order and preside over meetings until the President resumes the Chair. When two or more members have the same seniority, names shall be drawn by the City Clerk thirty (30) minutes before the commencement of the meeting in the presence of the Clerk of Committees and at least one (1) member of the body, to determine who the presiding officer will be.

In the event that the longest serving member of the Council is elected President, the second longest serving member of the body shall serve as President Pro Tempore. When two or more members have the same seniority, the aforementioned selection process shall be followed.

Rule 5 The President shall preserve decorum and order, may speak to points of order in preference to other members, and shall decide all questions of order, subject to an appeal by the Council. The President shall declare all votes and may vote in all cases.

Rule 6 The President may call the President Pro Tempore to the chair to preside over a full Council meeting, but such substitution shall not continue longer than one meeting without a majority vote of the members. The President may express an opinion on any subject under debate; but in such case they must leave the chair and shall not resume the chair while the question is pending. The President may state facts and give an opinion on questions of order without leaving the chair.

Rule 7 It shall be the duty of the President or their designee to examine and approve the records of each meeting. It shall, likewise, be the duty of the President or the President Pro Tempore to sign all legislative matters which have been passed at any meeting.

Rule 7A It shall be the duty of the President to oversee the City Clerk who shall report directly to the Council President.

CITY CLERK AND ASSISTANT CITY CLERK

Rule 8 The City Clerk or Assistant City Clerk shall keep minutes of the proceedings of the Council which shall be subject to correction when the Council meets. The City Clerk shall note upon legislative papers the action taken by the Council relating to said papers.

The City Clerk shall perform such duties in connection with the transaction of business during the sessions of the Council as the President deems necessary.

Whenever a petition is filed as provided by Section 22 of Chapter 166 of the General Laws seeking a permit for an original location for wires, poles, piers, abutments or conduits to be used for the transmission of electricity, the City Clerk shall forthwith, upon receipt of such petition, send notice, in the manner required by said Section, of a public hearing to be held thereon at the next meeting of the Council occurring not less than seven (7) days following such receipt. The City Clerk shall also send notice of such hearing to the Inspector of Wires.

The City Clerk shall be responsible for preparing a Pre-Meeting Calendar for full Council meetings containing the following items: all matters of new business; all reports of committees to be presented at any regular or special meeting of the Council; a statement of any orders for which notice of a motion to reconsider has been filed; all orders which have been laid upon the table or postponed to a day certain; all hearings which may have been ordered; and all matters of unfinished business. Such Calendar shall be electronically transmitted to each member of the Council at least forty-eight (48) hours prior to said meeting.

Agendas and corresponding agenda packets for all committee meetings and full Council meetings shall be publicly posted seventy-two (72) hours before a meeting is called to order, excluding Saturdays, Sundays, and legal holidays. Agendas maybe updated after their initial posting so long as subsequent agenda items are added at least forty-eight (48) hours prior to a meeting in accordance with the Massachusetts Open Meeting Law. All Orders, Ordinances, Petitions, Resolutions, and Remonstrances appearing on meeting agendas shall include the name(s) of the corresponding sponsor(s).

Notice of emergency meetings must be posted as soon as reasonably possible prior to a meeting and in a manner accessible to persons with disabilities to the extent required by federal and state law. The City Clerk or the Clerk of Committees shall post meeting agendas to the city website. The agenda of a full Council meeting shall be subject to approval of the President and be posted in the same location as public meeting notices.

When a committee fails to issue a report on an item within forty-five (45) days after the matter is referred to committee, the Clerk of Committees shall notify the City Clerk of such and the City Clerk shall place said item on the agenda for the next regularly scheduled Council meeting under Reports from Committee with the following notation: "No Action Taken."

Whenever any Order or Ordinance adopted by the Council at any meeting has not been returned by the Mayor within ten (10) days and is thereby enacted pursuant to Section 3.7 of the City Charter, the Pre-Meeting Calendar for the next meeting of the Council shall include a statement that such Order or Ordinance has taken effect by operation of law.

Within forty-eight (48) hours after adjournment of a Council meeting, the City Clerk shall prepare a Post-Meeting Bulletin containing a statement of all items referred to committees, whether standing or special. All matters so referred shall be listed separately under the heading of the respective committees; and all matters laid upon the table or postponed to a further date, and any hearings ordered to be held at any subsequent meeting, shall be included in said Bulletin.

Whenever a notice is filed by any member as a Motion to Reconsider a vote passed by the Council, such Bulletin shall include a statement to that effect. There shall also be noted upon said Bulletin a statement as to the action taken by the Council on which a Motion to Reconsider was filed. Bulletins shall be transmitted electronically to the members within seventy-two (72) hours after adjournment of the meeting to which they pertain.

Rule 9 The Assistant City Clerk, in the absence of the City Clerk, shall perform the duties of the City Clerk.

CONDUCT & DECORUM OF MEMBERS

Rule 10 When a member speaks, they shall address the presiding officer and shall confine their remarks to the question under consideration. While speaking, members shall avoid personalities, and no member shall directly or indirectly impugn another member or conduct themselves in a manner unworthy or unbecoming of a City Councilor. No member shall speak or vote out of their place without leave of the presiding officer.

Rule 11 No member shall be interrupted while speaking except by their consent or by a point of order or point of information; nor shall there be any conversation among the members while a question is being stated, while a member is speaking or a paper is being read.

Rule 12 If a member repeatedly violates any of the rules of the Council or disrupts the orderly procedure of the Council, the presiding officer, after warning the member of such violations, shall call the member to order, and a member so called to order shall lose the right to speak on the pending subject matter but shall not be prevented from voting. A member so called to order shall remain silent until the presiding officer returns to the member their rights to the floor.

Rule 13 A Councilor or any combination of Councilors who file an Order, Ordinance, Petition, Resolution, or Remonstrance shall be given up to ten (10) minutes in total to introduce the matter.

When a matter is being debated, no member may occupy more than five (5) minutes for each point under debate, nor shall they speak twice to the same question without leave of the Council, nor more than once if any other member, who has not previously spoken, desires to speak.

When a city official or other person appears before the Council or committee thereof, an individual Councilor shall not occupy more than fifteen (15) minutes of dialogue with the party. If a Councilor, however, requires additional time for questions, they may seek leave of the presiding officer. In determining whether to grant the Councilor additional time, the presiding officer shall consider but is not limited to the following factors:

- 1) The number of remaining questions the Councilor intends to ask.

- 2) The number of questions the Councilor has already asked.
- 3) The relevancy of the questions.
- 4) The amount of time that has been occupied by the attendee in answering questions.
- 5) The responsiveness of the attendee.
- 6) The nature of the matter before the Council or committee.
- 7) Public interest considerations.
- 8) The hour of day.
- 9) Remaining business before the Council or committee.

On general matters of discussion, members of the Council shall occupy no more than five (5) minutes when speaking on a particular subject.

The presiding officer, at their discretion, may designate the City Clerk or Clerk of Committees to monitor the time provisions of this rule.

Rule 14 No member shall vote on any matter or serve on any committee where their private interest is immediately distinct from that of the public.

Rule 15 When a question is put forward, every member present, except the President, shall vote, unless excused by vote of the Council or excluded by personal interests.

No member shall leave without permission of the presiding officer if their presence is necessary to make a quorum.

Rule 16 The reading of any paper, if objected to, shall be decided by the Council.

Rule 17 No member shall stand up, to the inconvenience of others, while a member is speaking; pass unnecessarily between the presiding officer and the member speaking; stand in the area in front of the chair; or stand at the City Clerk's desk while a roll call is in progress. The use of electronic devices should be restricted for Council business only during a meeting of the full Council or committee thereof.

Rule 18 The members of the Council shall not stand or leave their places on a Motion to Adjourn until the presiding officer has declared the Council adjourned.

Rule 19 Every member shall take notice of the day and hour to which the Council stands adjourned.

STANDING COMMITTEES

Rule 20 The President shall appoint voting members to each Standing Committee, one of whom shall serve as Chairperson.

The President shall, at the first meeting in January, announce the Chairpersons and voting members appointed to all Standing Committees for that calendar year.

The President shall serve as a member ex-officio of all committees and, when required, may be counted in the making of a quorum. The President shall be entitled to vote as an ex-officio member of all standing committees.

All members of the Council shall be considered a member of each Standing Committee but shall not be authorized to vote on pending matters unless assigned as a voting member of that Committee. A quorum of a committee shall be determined on the basis of voting members only.

A non-voting member of a committee may only speak on a pending matter after all voting members have been given the opportunity to deliberate; and non-voting members shall only speak once unless granted leave by the Chairperson. This provision of the rule, however, shall not apply to non-voting members who have sponsored or co-sponsored a matter appearing before a committee. The sponsor(s) shall always be recognized first by the Chairperson for the purposes of introducing an order.

The following Standing Committees are hereby established:

Appropriations & Oversight: Eleven (11) voting members to include the annual Budget and all supplementary budgets, redevelopment authority, federal or state grants, zoning, and all general oversight matters.

Finance: Five (5) voting members to include accounts and surety bonds, election matters, print and supplies, and City Council purchases.

Health, Education and Welfare: Five (5) voting members to include public schools, public library, and veterans' affairs.

Legal and Legislative Matters: Five (5) voting members to include rules, legislative matters and claims.

Protection and License: Five (5) voting members to include the Police and Fire Departments, Emergency Management, and licenses.

Public Service: Five (5) voting members to include public grounds and buildings.

Public Works: Five (5) voting members to include Public Works Department, public transportation, all municipal parking areas and lighting of streets and municipal parking areas, and electric, cable and telephone wires.

Rule 21 The member first named on any committee shall be its Chairperson and the second named member of the Committee will be recognized as the Vice Chair of the Committee. In the case of the Chairperson's resignation, absence or disability, the other members, in the order in which they are named to the Committee, shall call meetings of the Committee and act as Chairperson. If, for any reason, any committee has not assembled within three (3) weeks from the reference of matters thereto, except for the summer season, the member second in order may call meetings of the committee.

Rule 21A Committee Chairpersons serve at the pleasure of the President, who may at any time remove a Chair and designate a new Chair. Neither the removal nor the appointment or re-appointment of a Chairperson shall be subject to the approval of the Council.

Rule 21B A committee Chairperson shall take the chair at the scheduled time and shall convene the meeting within thirty (30) minutes thereof. If a quorum is not present within thirty (30) minutes of the time originally scheduled, the Chairperson shall not commence such meeting and it shall be rescheduled to a later date.

Rule 21C The Chairperson shall call upon the Vice Chair to preside whenever the Chairperson intends to ask questions of an attendee or express an opinion on a matter before the Committee. The Chairperson may resume the chair when the matter for which they gave up the chair is no longer before the Committee.

Rule 21D Whenever one (1) or more committee meetings are scheduled to commence the same evening as the full Council or other committee meeting(s), each meeting shall commence within thirty (30) minutes of the meeting's respective scheduled meeting time. Where the earlier opened meeting(s) has not adjourned prior to the time by which another meeting must commence, the earlier committee(s) may recess so as to allow the other scheduled committee meeting(s) to open for the purpose of public comment. After public comment the members may vote to recess and reconvene the preceding meeting.

Rule 22 The Chairperson of each standing committee, in conjunction with the Clerk of Committees, shall ensure that the Councilor(s) who sponsor(s) any legislative item will have proper notice of all related hearings. A matter pending in committee shall not be disposed of at the committee level without the sponsor(s) being present and available to vote on that matter.

Rule 23 Reports on all matters from committees shall be made as early as practicable and shall be signed by the Chairperson, unless otherwise ordered by the Committee. Reports shall be appropriately designated by the action taken in committee and presented as such on all future meeting agendas until that time the Council disposes of a matter. Reports shall be designated in one of three (3) ways: Favorable Report ("ought to pass"); Adverse Report ("ought not to pass"); Undeclared Report ("without recommendation"). Any member may call for the degree of progress reached with respect to any matter referred to a committee. Whenever any committee reports to the Council and one or more members dissent from the report, the name(s) of the dissenting member(s) shall be printed on the agenda under Reports from Committee followed by the "Dissents," provided a statement is filed as a minority report by such dissenting member(s), containing the reasons therefore, with the Clerk of Committees, which statement shall accompany the report of the Committee and shall be read by the President.

Rule 24 The President shall form special committees of the Council as needed and shall appoint its members. Special committees shall consist of three members, unless otherwise ordered.

Rule 25 All committees of the Council shall be notified of their meetings by the Clerk of Committees. No two committee meetings may occur at the same time.

COMMITTEE OF THE WHOLE

Rule 26 When a committee determines to go into a Committee of the Whole, the Chairperson shall be appointed by the President.

Rule 27 The Rules of the Council shall be observed in a Committee of the Whole, so far as they may be applicable, except the rules limiting debate. A motion to rise, report progress, and ask leave to sit again shall always be first in order and be decided without debate.

CLERK OF COMMITTEES

Rule 28 The Clerk of Committees shall report to the City Council, providing legislative assistance, support, and other professional services as needed. The City Council President shall have ultimate oversight over the Clerk of Committees, with day-to-day supervision provided by the City Clerk.

Rule 28A The Clerk of Committees shall keep proper records of committee meetings in written format, which shall be an official record. Audio/visual records may also be kept. A copy of the written record shall be available to all members of the Council and the public. They shall prepare all reports of committees for presentation to the full Council subject to the approval of the Chairperson. The Clerk of Committees shall, following the final action of the Committee on Appropriations & Oversight and the making of its report on the annual budget, or any supplementary budget, prepare a statement with respect to the appropriations recommended for each department, when such appropriations include any sums for increase in salaries for employees of such departments, stating in detail the amount of such increases allowed in such appropriations and the period of the budget year allowed by said appropriations.

ORDER OF BUSINESS

Rule 29 At every meeting of the Council the order of business shall be as follows:

- I. **Call to Order**
- II. **Reading of the Minutes** -- An electronic copy of the minutes shall be transmitted to the full Council twenty-four (24) hours in advance of any vote regarding those minutes. Minutes of each meeting of the full Council shall be given to the City Clerk to be posted on the city website within twenty-four (24) hours after the minutes are accepted by the full Council.
- III. **Public Comment**
- IV. **Public Hearings**
- V. **New Business**
 - a) Filings by the Honorable Mayor
 - b) Filings by Members of the City Council
- VI. **Communications from the Honorable Mayor & Other City Officials**

VII. Unfinished Business**VIII. Reports from Committees****IX. Expiries****X. Rule 53 Reports****X1. Adjournment**

The above order may be changed, at any meeting, by a two-thirds (2/3) vote of the members present and, upon motion to change the order of business, no debate shall be allowed.

Rule 29A Each meeting of the Council or any standing committee thereof shall allow up to ten (10) minutes per person for public comment prior to the reading of “COMMUNICATIONS FROM THE MAYOR AND OTHER CITY OFFICIALS.”

Members of the public shall limit their remarks to matters on the agenda for the meeting at which they speak and shall be out of order if said speaker addresses other issues not on the agenda. There will be an option to speak in public comment via remote participation whenever practicable, to be managed by the City Clerk and/or the Clerk of Committees. This rule shall only be suspended by unanimous consent of the members.

LEGISLATIVE PROCEEDINGS

Rule 30 All pending matters before the Council shall be presented by the President or; and shall be read by the President, City Clerk or such other person as the President may request. They shall be acted upon in the order in which they are presented unless the Council shall otherwise direct.

Rule 31 All nominations/appointments made by the Mayor, subject to the confirmation of the Council, shall, when received by the Council, be referred without debate to the proper standing committee and said committee shall report its recommendations thereon within forty-five (45) days or at the next regular meeting.

Rule 31A All appointments made by the Mayor and subject to the confirmation of the Council shall include a written statement of interest and/or resume from the candidate.

Rule 32 All filings (legislative or otherwise), communications from the Mayor or other city officials, and reports from committees that may require action by the Council, must be in the hands of the City Clerk no later than noon on Tuesday prior to each regular meeting. All filings from the Mayor or other city officials must include a written statement or memorandum detailing the intent of the filing and any impacts to the City’s finances, if applicable. The City Clerk shall confirm the receipt of all filings by notifying the sponsor(s) via e-mail at the time of receipt.

Any written document independently submitted by the administration, including documents prepared by a department head or other city employee after the filing of said matter, shall be transmitted electronically to the Council or committee thereof at least forty-eight (48) hours in advance of the meeting at which the matter is scheduled to be heard. Upon invocation of this rule by any Councilor, and the subsequent affirmative vote of not less than five (5) Councilors, or the affirmative vote of not less than three (3) Councilors when a matter is before a standing committee, an agenda item may be postponed. The Councilor who invokes this rule shall be required to vote on it. Invocation of this rule shall not apply to the annual budget.

Whenever any, Order, Ordinance, Petition, Resolution, or Remonstrance is introduced by a member of the Council, the name of such member shall be designated thereon and be reflected on all agendas and reports related to the matter. The filer of any matter shall be listed first on all agendas followed by the names of any co-sponsors in the order that they appear in the original filing.

Rule 32A No Legislation, Petition, Resolution, or Remonstrance shall be accepted by the City Clerk and placed upon the agenda for a meeting of the City Council unless a copy of the full text has been filed with the City Clerk.

Rule 33 Ordinances of the city and associated amendments shall be established by a two-thirds (2/3) vote of all the members of the Council, to be taken by a Roll Call vote. In the case of all other legislative matters, except as otherwise provided in the General Laws, or in the Revised Charter and Ordinances of the City of Melrose, the affirmative vote of a majority of all members of the Council shall be necessary for passage at each debatable legislative stage.

Rule 34 Subject to the provisions of Section 2-9(b) of the City Charter, every legislative matter shall be read once when it is introduced and shall then be referred to its appropriate committee, unless, where appropriate, immediate consideration is requested. In the case of a request for immediate consideration, the legislative matter shall be at once considered, provided no councilor objects; and no motion shall be applied to any such matter when originally introduced until immediate consideration has been granted. It shall be the duty of the President to ask if there is objection before immediate consideration is given any matter, and upon objection the matter will be referred to the appropriate committee.

Rule 34A All matters involving the appropriation of moneys in the treasury not otherwise appropriated, the intra-departmental transfer of moneys from one account of the city to another, or otherwise affecting municipal finances, shall be referred to the Finance Committee. The Committee shall make its recommendation thereon not later than three (3) weeks from the date of such reference. The provisions of this section shall not apply in the case of matters referred to the Committee on Appropriations & Oversight.

Rule 35 Upon the report of a committee recommending the passage of any Order, Ordinance, Petition, Resolution, or Remonstrance the item shall be read a second time at the next full Council meeting and shall then be in order for a final action unless the next full Council meeting falls on the same day. When an Order, Ordinance, Petition, Resolution or Remonstrance appears before the full Council with a recommendation from a committee that same day, it shall be

presumed that the matter will be placed on the agenda of the next full Council meeting under the Reports from Committee section of the agenda. Any councilor, however, shall be entitled to make a motion to immediately pull a matter from committee, when a matter is recommended by that committee on the same day, provided that a showing of good cause has been made. The burden shall be on the maker of the motion to demonstrate good cause. After a second to the motion has been made, the motion to pull from committee shall require a simple majority vote. Appointments of city officials by the Mayor are not included in connection with the aforesaid.

Rule 35A When a matter is introduced to the full Council with a recommendation for passage from any standing or special committee, a period of discussion shall be in order before a Motion for Passage is entertained by the President, President Pro Tempore, or other member presiding on behalf of the President.

Rule 36 All matters pertaining to amendments to the Rules of Order of the City Council, Ordinances and legal affairs shall be referred to the committee on Legal and Legislative Matters.

When amendments are recommended to the Council, the City Clerk shall forward copies of any proposed changes to all members, and no amendment shall be in order for final passage until each member shall have received such copy.

Rule 37 When any matter has been rejected by the full Council, no measure embodying substantially the same subject shall be introduced by any committee or member within six (6) months of its previous rejection.

Rule 37A Any matter not acted upon by the Council or the appropriate committee within one (1) year of said matter being filed, shall be considered null and void and shall be removed from the calendar of the Clerk of Committees. Any matter considered null and void by operation of this rule shall not be subject to any refiling restriction of Rule 37.

Rule 37B During a Council meeting, standing committee thereof, or a public hearing, a non-member may speak no more than ten (10) minutes unless he obtains the consent of the Council or standing committee thereof, nor may they speak more than twice on the same issue.

Rule 38 Unless otherwise ordered, votes shall be taken orally. If the vote is doubted, the members voting shall rise in their places until counted. A Roll Call vote shall be taken upon request of five (5) or more councilors.

Rule 39 The President shall consider a motion to adjourn as always in order, except on immediate repetition. When a matter before the Council is under debate, it shall receive no motion except:

1. To adjourn
2. To lay on table
3. The previous question
4. To close debate

5. To postpone to a day certain
6. To amend
7. To postpone indefinitely

Motions shall have precedence in the order arranged.

Rule 40 On the following motions, the debate shall be limited to the time specified in each case:

To Adjourn: No Debate

Roll Call: No Debate

Lay on Table: No Debate

The previous question; to close debate at a specified time; indefinite postponement; postponement to a day certain; to suspend the rules; to reconsider: Ten Minutes (10) --
No member to occupy more than three (3) minutes.

Whenever, at any meeting, a question is laid on the table, it shall remain there until the close of the next regular meeting, if not taken up earlier; but, if it is not taken from the table at such next meeting, or earlier, the Clerk shall place the same in the files of the Council and shall make a record thereof in the minutes of such meeting and upon any paper relating to such question.

Rule 41 Any motion shall be in writing if the President so directs, or any member of the Council so requests. In a remote meeting format, written motions shall be emailed to the Clerk of Committees and/or City Clerk for distribution to the Council through the appropriate and available electronic means.

Rule 42 A question containing two or more propositions capable of division shall be divided whenever any member so requests and is confirmed by majority vote.

Rule 43 No motion or proposition of a subject different from that under consideration shall be admitted under the color of any amendment.

Rule 43A Any member may move the consideration of any report of committee out of the order said report appears on the agenda, subject to the unanimous consent of the Council.

Rule 44 When a vote has been taken, except those enumerated in Rule 45, it shall be in order for any member voting on the prevailing side to move a reconsideration thereof at the same meeting at which such vote was taken, or to file with the City Clerk notice of a motion to reconsider such vote within twenty-four (24) hours from the taking of the same. When a motion to reconsider has been decided, that vote shall not be reconsidered and, unless two-thirds (2/3) of the members of the Council are present, a motion to reconsider shall be laid upon the table until the next meeting of the Council.

A notice of a motion to reconsider filed with the City Clerk shall be regarded in the same manner as if a motion to reconsider had been made while the Council was in regular session and, except

as hereinbefore provided, shall be called up by the member filing such notice, or by some other member of the Council, at the next regular meeting, or at any intervening special meeting provided the same is included in the call thereof.

Whenever notice of a motion to reconsider has been filed, as aforesaid, the City Clerk shall notify all the members of the Council. No notice of a motion to reconsider may be withdrawn except by a majority vote of the Council. No notice of a motion to reconsider may be filed with respect to any. Order, Ordinance, Petition, Resolution, or Remonstrance or vote acted upon at the final meeting of the term to which the members of any Council may have been elected.

Rule 45 No vote on any of the following motions shall be reconsidered:

1. To Adjourn
2. To Lay on the Table
3. To Take from the Table
4. To the Previous Question
5. To Reconsider

APPEAL

Rule 46 No appeal from any decision of the President shall be entertained unless it is duly seconded, and no other business shall be in order until the question on the appeal has been decided by a majority vote of the Council. The question shall be put as follows: *“Shall the decision of the Chair stand as the judgment of the Council”?*

USE OF COUNCIL CHAMBER

Rule 47 The use of the Council Chamber, or the Council Committee Room, shall not be granted to any person or organization without the permission of the President. Said request shall be in writing, and the Clerk of Committees shall keep a suitable calendar noting the permitted uses thereon.

CAUCUS & ELECTION OF PRESIDENT

Rule 48 The City Council shall, on the first Monday in December of each year, nominate a President for the ensuing year. Notice of the holding of the Caucus herein provided shall be sent to each member qualified to vote therein not less than four (4) days before the date thereof.

Such Caucus shall be held in the Council Chamber; shall be called to order by the President Pro Tempore; shall include a period for public comment and shall be conducted in accordance with the rules of the Council pertaining to the conduct of regular meetings. Notice of the Caucus shall be posted, and the Caucus shall be held in public session. The President Pro Tempore shall call upon the City Clerk to conduct the Caucus, tally votes, and announce the results. Nominations, as aforesaid, shall be followed by a Roll Call vote, each member present answering to their name when called by the City Clerk, stating the name of the person for whom they vote, or that they decline to vote. The vote of the majority of all the members of the Council shall be necessary to

so nominate a President. Upon being elected, the prior President shall escort the newly-elected President to the rostrum.

A current member with the intention of pursuing the presidency shall state so publicly at any prior meeting of the full Council before the scheduled caucus.

The nomination of a President shall be a non-binding vote. The formal election of the President shall take place at the first meeting in January next following. Before a final vote commences, all nominees shall be required to make a public statement regarding their candidacy, at the first meeting in January, which shall not exceed five (5) minutes in length. The conduct of the election shall follow the process of the Caucus.

MISCELLANEOUS

Rule 49 Any rule may be suspended by an affirmative vote of two-thirds (2/3) of the members of the Council present. When a motion to suspend a rule is made, the specific rule for which suspension is sought must be cited in the motion and the reason stated on the record.

Any rule may be amended or repealed by a vote of a majority of all the members of the Council, but the motion for such purpose shall not be made and acted upon at the same meeting. All motions for amendments to these rules shall be in writing and copies thereof shall be sent to each member by the City Clerk before final action thereon.

Rule 50 The Council shall be governed by Robert's Rules of Order, in all questions of parliamentary procedure not provided for by special rules of order.

Rule 51 In order to promote fair and open discussion, once a public hearing is called to order, the presiding officer shall recognize members of the public who may speak in the order of recognition. Public hearings shall not be divided into time periods for proponents and opponents to speak.

Rule 52 In the event the Council must elect a person to complete the term of a Councilor in accordance with Section 2-11 (c) of the City Charter, the procedure for filling such vacancy shall be as follows:

1. Notice shall be given by immediate publication once in a newspaper of local circulation and for not less than two (2) weeks on the City's website homepage that the vacancy exists and that a placement is being sought.
2. Individuals interested in filling the vacancy (hereinafter "Applicants") shall be requested to contact the Clerk of Committees. By the close of business of the 14th day following publication in a newspaper of local circulation, applicants shall submit a letter of intent and resume to the Clerk of Committees.
3. Applicants who have complied with Rule 52, Section 2 above shall be invited to a meeting of the full Council, at which time all applicants will be given an opportunity to address the Council. At that time, Applicants will be afforded up to 10 minutes to make a statement; and Councilors will have the opportunity to ask questions of the Applicants.

4. After all applicants have been given an opportunity to address the Council, an election shall be conducted.
5. In order to be eligible for election, an Applicant must have their name placed in nomination and must receive a second.
6. The voting shall be public with each member of the Council stating the name of the Applicant for whom they are voting.
7. The first Applicant to receive six (6) votes shall be elected pursuant to Section 2-11(c) of the City Charter.
8. If there is more than one Applicant and no Applicant receives six (6) votes on the first ballot, the two (2) individuals who receive the most votes shall move to a second ballot. The other Applicants shall be eliminated. In the event that there is a tie for either of the top two spots, any individual in such a tie shall move on to a second ballot.
9. In the event that no Applicant receives six (6) votes after at least five (5) ballots, the Council may place the order on the table and continue with the process at the next regularly scheduled meeting of the full Council.

Rule 53 Whenever the President, or a member of the Council appointed by the President or Mayor to serve on a committee, commission, council, board or other working group, attends a meeting of such committee, commission, council, board or other working group, that member shall report back at the next regular meeting of the Council as to the actions taken on all matters on the agenda of said body.

Rule 54 In the event of a vacancy in the position of the City Clerk or Clerk of Committees, the President of the Council shall appoint a nominating committee of three (3) Councilors. The nominating committee will cause any such vacancy to be posted, will review applicant resumes, and conduct interviews. Thereafter, the nominating committee shall recommend up to three (3) candidates for consideration by the full Council.

Rule 55 When a standing committee votes to move forward any Order, Ordinance, Petition, Resolution or Remonstrance to the full Council on the preceding Thursday before a full Council meeting, the City Clerk shall, on the next business day, update the meeting agenda of the full Council to include the committee's recommendation. The updated agenda shall be posted in accordance with the provisions of Rule 8.

Rule 56 All correspondence from members of the public submitted in writing to the Council in connection with any matter before the full Council or committee thereof shall be publicly available; such correspondence shall be automatically attached to the order in question by the City Clerk or Clerk of Committees and shall not require a vote of the full Council or any committee thereof.

Correspondence relating to a matter, when submitted to the Council at least twenty-four hours (24) prior to a scheduled meeting on said matter, shall be attached to the order before the start of

the meeting; correspondence submitted thereafter shall be attached to the order no later than forty-eight 48 hours from the time of adjournment.

The City Clerk shall redact the e-mail address and phone number of any member of the public who submits correspondence to the Council before any such correspondence is attached to the order.

Rule 57 The final disposition of all Orders, Ordinances, Petitions, Resolutions, and Remonstrances for a given fiscal year shall be posted to the City Council section of the City's webpage by the City Clerk within 48 hours of a measure having been disposed. The public posting of dispositions, hereinafter known as the Legislative Disposition List, shall include the following information for all disposed matters: 1) the title of the filing; 2) the filing number; 3) the name of the Councilor who sponsored the filing; 4) the names of any co-sponsors; 5) how each Councilor voted on the matter; 6) the outcome of the vote; and 7) the date of disposition.

The Legislative Disposition List shall be maintained in the order that matters are disposed.

Rule 58 When a virtual meeting occurs, public participation shall be enabled in accordance with Rule 29A, whenever feasible.

Councilors must utilize a video feed when participating in a virtual meeting. In the event that a Councilor loses video and audio feed during a meeting, no vote shall occur on any matter until after such time that a recess has occurred in order to troubleshoot the problem. If the Councilor's video and audio feed has not been reestablished within 15 minutes of recessing, the members shall decide whether to proceed with a vote.

If the City Clerk loses video and audio feed during a meeting, the Clerk of Committees shall call the roll and record all votes. If the Clerk of Committees loses video and audio feed during a meeting, the committee Vice Chair shall call the roll and record all votes. If the Clerk of Committees loses video and audio feed during a full Council meeting, the City Clerk shall read all orders of business into the record.

When a remote meeting of the full Council or committee thereof occurs, the City Clerk or Clerk of Committees shall admit any member of the administration or other participant to the meeting as directed by the presiding officer. No member of the administration or other participant shall be admitted without the approval of the presiding officer. Members of the administration or other participants shall remain in the virtual meeting room until such time that the presiding officer determines that their presence is no longer needed.

Members of the administration or other participants appearing before the Council in a remote format must utilize a video feed to the extent possible.

COMMENTARY

Rule 4

Commentary: In legislative bodies at all levels of government, a recognized officer, usually the longest-serving member, serves as President Pro Tempore. Although not recognized by this title in the last iteration of the Rules of Order, the longest-serving member has historically presided over the Council in the President's absence. This new rule removes the requirement that the Council vote for a temporary presiding officer each time the President is unable to fulfill their duties, affording deference to the most experienced Councilor to preside over the body.

Rule 7A

Commentary: This rule delineates and streamlines the structure of supervision as it relates to the City Clerk.

Rule 8

Commentary: The Massachusetts Open Meeting Law requires public bodies to provide *at least* 48-hours' notice to the public when a meeting will be held. This amended rule requires that notice of a City Council meeting or committee thereof is posted at least 72-hours in advance of a meeting -- an affirmative step at promoting greater transparency in City government by extending the period of time for which the public is given notice. This rule does not prohibit the updating of agendas or agenda packets after the initial posting so long as any and all updates comport with the Open Meeting Law.

Rule 13

Commentary: This rule recognizes that inquiry, debate, and discussion are separate and distinct parts of the legislative process. Historically, the cap on how much time a Councilor was allowed to speak on a given matter had been defined in an arbitrary way; moreover, the cap failed to recognize the nuances of a deliberative public process, having a stifling effect on Councilors, especially the sponsors of an order. This rule sets parameters for how much time a member can occupy when speaking on a particular matter, while accounting for the different stages of a matter under examination and allotting appropriate time for each stage. It also affords the President the flexibility to grant a member additional time, when leave has been requested by that member.

Rule 28

Commentary: This rule delineates and streamlines the structure of supervision as it relates to the Clerk of Committees.

Rule 32

Commentary: This rule is meant to compel the administration to provide the City Council with

all documents and other materials related to an order filed by the Mayor at least 48-hours' in advance of a meeting. Recognizing that no Councilor should be forced to proceed on a matter for which they have not been given adequate time to prepare, a minority of Councilors may vote to postpone the consideration of a matter by invocation of this rule.

Rule 35

Commentary: This amended rules prevents the fast-tracking of legislative matters by ensuring that a final vote does not occur by the full Council on the same evening that a matter is voted out of Committee. The intent of this rule is that pending legislation remains in the public eye for a longer period of time. With a showing of good cause, however, any Councilor may move to pull a matter from Committee on the same evening when it was voted out of Committee. This provision accounts for items that may be time sensitive in nature.

Rule 48

Commentary: The selection of a President is more than a procedural exercise determining the leadership of the Council. As the City Charter designates the President to assume the duties of Mayor during the Mayor's temporary absence, as well as to fill the unexpired term of the Mayor should the Mayor resign or no longer be able to execute the duties of the office, choosing a President must be a transparent and deliberative public process. Any Councilor seeking the presidency should have to state their interest at an earlier public meeting and, after being duly nominated at caucus, be required to state publicly the reasons for their candidacy before any vote occurs.

Rule 55

Commentary: For any matter voted out of Committee on the Thursday preceding the Monday meeting of the full Council, that matter should, in the spirit of transparency, be added to Monday's meeting agenda that next business day. Failure to provide notice of a matter scheduled for a final vote is an opaque, administrative practice that only works to discourage access and participation by the public. This amended rule is an antidote to that.

Rule 56

Commentary: This rule makes clear that any written or electronic correspondence submitted by a member of the public in connection with a matter pending before the council be automatically attached to the order and included in the meeting agenda packet, without requiring a vote of the Council. It further recognizes that the public has the right to know when correspondence connected to any matter under consideration has been directed to the Council, and how such correspondence may or may not influence decisions made by the body.

Rule 57

Commentary: The intent of this rule is to create a centralized, on-line location so that the public can easily access and review all legislative matters disposed in a given year, whether in committee or by the full Council. A clearinghouse of this kind offers the public unfettered

access to the legislative voting record, avoiding the unnecessary and cumbersome process of the public having to navigate IQM2 to peruse meeting minutes in order to determine the outcome of a vote.

Rule 58

Commentary: This rule establishes protocols governing how business will be conducted during virtual meetings of the City Council or a committee thereof.



CITY OF MELROSE

CITY COUNCIL

MINUTES • JANUARY 3, 2023

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

7:45 PM

I. CALL TO ORDER

Attendee Name	Title	Status	Arrived
Jack Eccles	At-Large	Present	
Mark Garipay	Ward 4	Present	
Jen Grigoraitis	Ward 6	Present	
Maya Jamaledine	At-Large	Absent	
Manjula Karamcheti	Ward 1	Present	
Shawn M. MacMaster	Ward 5	Present	
Leila Migliorelli	At-Large	Present	
John Obremski	Ward 2	Absent	
Robb Stewart	Ward 3	Present	
Ryan Williams	Ward 7	Present	
Christopher Cinella	At-Large	Present	

President Grigoraitis advises of meeting recording on MMTV and available for viewing on local cable access channels on demand (also available through the City website).

II. PLEDGE OF ALLEGIANCE

III. READING OF THE MINUTES

City Council - Regular Meeting - Dec 19, 2022 7:45 PM

President Grigoraitis moves by unanimous consent to accept the minutes without reading. No objection.

RESULT:	ACCEPTED [9 TO 0]
MOVER:	Jen Grigoraitis, Ward 6
AYES:	Eccles, Garipay, Grigoraitis, Karamcheti, MacMaster, Migliorelli, Stewart, Williams, Cinella
ABSENT:	Maya Jamaledine, John Obremski

IV. PUBLIC COMMENT

Motion: Public Comment

Motion: Open Public Comment by unanimous consent. No objection, motion carries

By: President Grigoraitis.

Minutes Acceptance: Minutes of Jan 17, 2023 7:45 PM (Reading of the Minutes)

No one comes forward.

Motion: Close Public Comment by unanimous consent. No objection,
motion carries

By: President Grigoraitis.

RESULT:	PASSED [9 TO 0]
MOVER:	Jen Grigoraitis, Ward 6
AYES:	Eccles, Garipay, Grigoraitis, Karamcheti, MacMaster, Migliorelli, Stewart, Williams, Cinella
ABSENT:	Maya Jamaledine, John Obremski

V. NEW BUSINESS

A. *Filings by the Honorable Mayor*

1. **APP-2023-11:** MWRA LFAP I/I Loan/Grant - Authorize Borrowing of \$1,330,000 of which 75% is a grant and 25% is a zero-interest loan

Offered by: Paul Brodeur, Mayor

Sponsored by: Treasurer/Collector Kathryn Armata

RESULT:	ASSIGNED TO COMMITTEE
TO:	Appropriations & Oversight Committee

2. **GRANT-2023-2 :** Acceptance of the FY23 Earmark Grant awarded to the Melrose Fire Department by The Commonwealth of Massachusetts, Department of Fire Services, in the amount of \$60,000.

Offered by: Paul Brodeur, Mayor

Sponsored by: Fire Chief Ed Collina

RESULT:	ASSIGN TO COMMITTEE
TO:	Appropriations & Oversight Committee

B. Filings by the Honorable City Council

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

VII. UNFINISHED BUSINESS

VIII. REPORTS FROM COMMITTEES

IX. EXPIRIES

X. RULE 53 REPORTS

President Grigoraitis reports out the 2023 committee assignments to members.

XI. ADJOURNMENT

Motion: Adjourn

Motion: Adjourn

By: Councilor Cinella, Second: Councilor Eccles - motion carried.

Meeting adjourned at 7:49 p.m.

RESULT:	PASSED [UNANIMOUS]
MOVER:	Christopher Cinella, At-Large
SECONDER:	Jack Eccles, At-Large
AYES:	Eccles, Garipay, Grigoraitis, Jamaledine, Karamcheti, MacMaster, Migliorelli, Obremski, Stewart, Williams, Cinella

Minutes Acceptance: Minutes of Jan 17, 2023 7:45 PM (Reading of the Minutes)



CITY OF MELROSE

CITY COUNCIL

MINUTES • DECEMBER 19, 2022

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

7:45 PM

I. CALL TO ORDER

Attendee Name	Title	Status	Arrived
Jack Eccles	At-Large	Present	
Mark Garipay	Ward 4	Present	
Jen Grigoraitis	Ward 6	Present	
Maya Jamaledine	At-Large	Present	
Manjula Karamcheti	Ward 1	Present	
Shawn M. MacMaster	Ward 5	Absent	
Leila Migliorelli	At-Large	Present	
John Obremski	Ward 2	Present	
Robb Stewart	Ward 3	Present	
Ryan Williams	Ward 7	Present	
Christopher Cinella	President	Present	

II. PLEDGE OF ALLEGIANCE

III. READING OF THE MINUTES

City Council - Caucus - Dec 5, 2022 7:30 PM

By unanimous consent President Cinella moves to accept the 7:30 p.m. minutes without reading. No objection.

RESULT:	ACCEPTED [10 TO 0]
MOVER:	Christopher Cinella, President
AYES:	Eccles, Garipay, Grigoraitis, Jamaledine, Karamcheti, Migliorelli, Obremski, Stewart, Williams, Cinella
ABSENT:	Shawn M. MacMaster

City Council - Regular Meeting - Dec 5, 2022 7:45 PM

By unanimous consent President Cinella moves to accept the 7:45 p.m. minutes without reading. No objection.

Minutes Acceptance: Minutes of Jan 17, 2023 7:45 PM (Reading of the Minutes)

RESULT:	ACCEPTED [10 TO 0]
MOVER:	Christopher Cinella, President
AYES:	Eccles, Garipay, Grigoraitis, Jamaledine, Karamcheti, Migliorelli, Obremski, Stewart, Williams, Cinella
ABSENT:	Shawn M. MacMaster

IV. PUBLIC COMMENT

Motion: Public Comment

Motion: Open Public Comment by unanimous consent.
By: President Cinella. Motion carried. No objection

No one comes forward.

Motion: Close Public Comment by unanimous consent.
By: President Cinella. Motion carried. No objection

RESULT:	PASSED [10 TO 0]
MOVER:	Christopher Cinella, President
AYES:	Eccles, Garipay, Grigoraitis, Jamaledine, Karamcheti, Migliorelli, Obremski, Stewart, Williams, Cinella
ABSENT:	Shawn M. MacMaster

V. PUBLIC HEARING - 8 PM

Public Hearing order 2022-113 National Grid plan #27967397

Motion: Public Hearing

Motion: Open the Public Hearing by unanimous consent.
By: President Cinella. No objection - motion carried.

The Public Hearing commences at 8:00 p.m.

Motion: Close the Public Hearing by unanimous consent.
By: President Cinella. No objection - motion carried.

The Public Hearing closes at 8:01 p.m.

Minutes Acceptance: Minutes of Jan 17, 2023 7:45 PM (Reading of the Minutes)

RESULT:	PASSED [10 TO 0]
MOVER:	Christopher Cinella, President
AYES:	Eccles, Garipay, Grigoraitis, Jamaledine, Karamcheti, Migliorelli, Obremski, Stewart, Williams, Cinella
ABSENT:	Shawn M. MacMaster

Motion: Public Comment

Motion: Open Public Comment by unanimous consent. No objection
By: President Cinella - motion carried.

No one comes forward.

Motion: Close Public Comment by unanimous consent. No objection
By: President Cinella - motion carried.

RESULT:	PASSED [10 TO 0]
MOVER:	Christopher Cinella, President
AYES:	Eccles, Garipay, Grigoraitis, Jamaledine, Karamcheti, Migliorelli, Obremski, Stewart, Williams, Cinella
ABSENT:	Shawn M. MacMaster

1. **PET-2023-2:** Petition of National Grid to install (1) one 2' conduits 12' +/- from Pole #1218 on Forest Street to an approved meter cabinet for underground service. Said underground electric conduit shall be located substantially in accordance with the plan filed herewith marked, - Lebanon Street - Melrose - Massachusetts. Plan #30668880

From: Public Works Committee

PLACE ON FILE

Minutes Acceptance: Minutes of Jan 17, 2023 7:45 PM (Reading of the Minutes)

RESULT:	GRANTED [10 TO 0]
MOVER:	Ryan Williams, Ward 7
SECONDER:	Jen Grigoraitis, Ward 6
AYES:	Eccles, Garipay, Grigoraitis, Jamaledine, Karamcheti, Migliorelli, Obremski, Stewart, Williams, Cinella
ABSENT:	Shawn M. MacMaster

VI. NEW BUSINESS

A. *Filings by the Honorable Mayor*

1. **ORDER-2023-44** : Appointment of Sarah Besegai, 52 Stratford Park, to the Beebe Estate Board of Trustees for a two-year term to expire on the last day of February 2025.

Offered by: Mayor Paul Brodeur

RESULT:	ASSIGNED TO COMMITTEE
TO:	Health, Education & Welfare Committee

2. **ORDER-2023-45** : An Appropriation in the amount of two-hundred ninety-four thousand, four hundred fifty-two thousand (\$294,452) from Contract Stabilization (account number 84042-590000) to Police Salary and Wage (account 012111-511000) and Police OT (account 012111-513000). The appropriation requested is to fund Fiscal 2022 and Fiscal 2023 of the Patrol Officer 3 year MOU.

RESULT:	ASSIGNED TO COMMITTEE
TO:	Appropriations & Oversight Committee

3. **ORDER-2023-46** : Authorization to accept a grant in the amount of \$6,500 from the Massachusetts Emergency Management Agency (MEMA)

Offered by: Mayor Paul Brodeur

Sponsored by: Mayor Paul Brodeur

RESULT: **ASSIGNED TO COMMITTEE**
TO: Appropriations & Oversight Committee

4. **ORDER-2023-48** : Appointment to David Thimble, 94 Crescent Avenue, to the Beebe Estate Board of Trustees for a two-year term to expire on the last day of February 2025.

Offered by: Mayor Paul Brodeur

RESULT: **ASSIGNED TO COMMITTEE**
TO: Health, Education & Welfare Committee

5. **ORDER-2023-49** : Appointment of Charles McCabe, 14 Orient Ave, to the Conservation Commission for a three-year term, said term to expire the last day of February 2026.

Offered by: Mayor Paul Brodeur

Sponsored by: Mayor Paul Brodeur

RESULT: **ASSIGNED TO COMMITTEE**

6. **ORDER-2023-50** : Authorization to Accept a Housing Choice Grant in the amount of \$75,000 from the Executive Office of Housing and Economic Development (EOHED) through the Community One Stop for Growth Program and Authorize the Mayor to Execute a Contract with EOHED; funds to be deposited into Fund 4521

Offered by: Mayor Paul Brodeur

RESULT: **ASSIGNED TO COMMITTEE**
TO: Appropriations & Oversight Committee

7. **ORDER-2023-51** : Field Demonstration SIG Project Grant FY23 To support the development and implementation of outreach and marketing of our Council on Aging to older adults and care givers.

Sponsored by: Executive Director Stacey Minchello

RESULT:	ASSIGNED TO COMMITTEE
TO:	Appropriations & Oversight Committee

B. Filings by the Honorable City Council

Motion: Immediate Consideration / No Objection

Motion: Immediate Consideration

By: Councilor Grigoraitis - No Objection

RESULT:	PASSED [10 TO 0]
MOVER:	Jen Grigoraitis, Ward 6
AYES:	Eccles, Garipay, Grigoraitis, Jamaledine, Karamcheti, Migliorelli, Obremski, Stewart, Williams, Cinella
ABSENT:	Shawn M. MacMaster

1. **RES-2023-5** : A Resolution Honoring Christopher C. Cinella, President of the Melrose City Council, 2021

Councilor Grigoraitis reads the resolution into the record and presents outgoing President Cinella with a ceremonial gavel. President Cinella notes the support from his colleagues over the past two years and appreciates their dedication on behalf of residents. Acknowledges hard work of city clerk staff Joanne Perperian and Diane Ardizzoni.

RESULT:	PLACE ON FILE [10 TO 0]
MOVER:	Jen Grigoraitis, Ward 6
SECONDER:	Robb Stewart, Ward 3
AYES:	Eccles, Garipay, Grigoraitis, Jamaledine, Karamcheti, Migliorelli, Obremski, Stewart, Williams, Cinella
ABSENT:	Shawn M. MacMaster

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

VIII. LICENSES

1. **LIC-2023-3** : License: Common Victualler renewals for 2023

RESULT:	ASSIGNED TO COMMITTEE
TO:	Protection and License Committee

2. **LIC-2023-4** : Licenses renewed: Class II Motor Vehicle for 2023

RESULT:	ASSIGNED TO COMMITTEE
TO:	Protection and License Committee

IX. UNFINISHED BUSINESS

X. REPORTS FROM COMMITTEES

1. **ORDER-2023-38** : Appointment of Peter Bowman, 24 Arlington Road, to the Melrose Library Board of Trustees.

Offered by: Mayor Paul Brodeur

Sponsored by: Mayor Paul Brodeur

From: Health, Education & Welfare Committee

OUGHT TO PASS

RESULT:	ADOPTED [10 TO 0]
MOVER:	Jack Eccles, At-Large
SECONDER:	Robb Stewart, Ward 3
AYES:	Eccles, Garipay, Grigoraitis, Jamaledine, Karamcheti, Migliorelli, Obremski, Stewart, Williams, Cinella
ABSENT:	Shawn M. MacMaster

2. **APP-2023-10:** Community Prevention and Wellness Initiative

Sponsored by: Health Director Anthony Chui

From: Appropriations & Oversight Committee

OUGHT NOT TO PASS

Minutes Acceptance: Minutes of Jan 17, 2023 7:45 PM (Reading of the Minutes)

RESULT: **RECOMMITTED [10 TO 0]**
MOVER: Jen Grigoraitis, Ward 6
SECONDER: Mark Garipay, Ward 4
AYES: Eccles, Garipay, Grigoraitis, Jamaledine, Karamcheti, Migliorelli, Obremski, Stewart, Williams, Cinella
ABSENT: Shawn M. MacMaster

Motion: Remove Order 2023-41 from Committee

Motion: Take Order 2023-41 from Committee
 By: Councilor Grigoraitis, Second: Councilor Eccles- motion carried.

RESULT: **PASSED [10 TO 0]**
MOVER: Jen Grigoraitis, Ward 6
SECONDER: Jack Eccles, At-Large
AYES: Eccles, Garipay, Grigoraitis, Jamaledine, Karamcheti, Migliorelli, Obremski, Stewart, Williams, Cinella
ABSENT: Shawn M. MacMaster

3. **ORDER-2023-41** : Acceptance of Massachusetts Department of Environmental Protection Recycling Dividend Program Grant in the amount of \$15,600

Offered by: Mayor Paul Brodeur

From: Appropriations & Oversight Committee

OUGHT TO PASS

RESULT: **ADOPTED [10 TO 0]**
TO: City Council
MOVER: Jack Eccles, At-Large
SECONDER: Robb Stewart, Ward 3
AYES: Eccles, Garipay, Grigoraitis, Jamaledine, Karamcheti, Migliorelli, Obremski, Stewart, Williams, Cinella
ABSENT: Shawn M. MacMaster

Motion: Remove Order 2023-43 from Committee

Motion: Take Order 2023-43 from Committee
 By: Councilor Grigoraitis, Second: Councilor Eccles - motion carried.

RESULT:	PASSED [10 TO 0]
MOVER:	Jen Grigoraitis, Ward 6
SECONDER:	Jack Eccles, At-Large
AYES:	Eccles, Garipay, Grigoraitis, Jamaledine, Karamcheti, Migliorelli, Obremski, Stewart, Williams, Cinella
ABSENT:	Shawn M. MacMaster

4. **ORDER-2023-43** : An Appropriation from the Peg Access Cable Fund (#2922) in the amount of \$281,947.54 (Two Hundred Eighty - One thousand, Nine Hundred Forty-Seven Thousand and Fifty-Four cents) to MMTV and Melrose Public Schools.

From: Appropriations & Oversight Committee

OUGHT TO PASS

RESULT:	PASSED [10 TO 0]
TO:	City Council
MOVER:	Jen Grigoraitis, Ward 6
SECONDER:	Leila Migliorelli, At-Large
AYES:	Eccles, Garipay, Grigoraitis, Jamaledine, Karamcheti, Migliorelli, Obremski, Stewart, Williams, Cinella
ABSENT:	Shawn M. MacMaster

XI. EXPIRIES

1. **ORDER-2023-29** : An Appropriation in the amount of \$167,310 (One Hundred Sixty-Seven thousand, three hundred and ten dollars) to fund the HRS compensation study. The requested appropriation is from the following accounts \$159,784 from the Contract Stabilization fund (84042-590000), \$3,763 from Sewer, Reserve for Retained Earnings (84152-590000) and \$3,763 from Water, Reserve for Retained Earnings (84162-590000) to various salary and wage lines as set forth herein.

Offered by: Mayor Paul Brodeur

From: Appropriations & Oversight Committee

HELD IN COMMITTEE

RESULT:	RECOMMITTED TO COMMITTEE [10 TO 0]
MOVER:	Jen Grigoraitis, Ward 6
SECONDER:	Mark Garipay, Ward 4
AYES:	Eccles, Garipay, Grigoraitis, Jamaledine, Karamcheti, Migliorelli, Obremski, Stewart, Williams, Cinella
ABSENT:	Shawn M. MacMaster

XII. RULE 53 REPORTS

XIII. ADJOURNMENT

Motion: Adjourn

Motion: Adjourn

By: Councilor Stewart, Second: Councilor Migliorelli - motion carried.

Meeting adjourned at 8:03 p.m.

RESULT:	PASSED [10 TO 0]
MOVER:	Robb Stewart, Ward 3
SECONDER:	Leila Migliorelli, At-Large
AYES:	Eccles, Garipay, Grigoraitis, Jamaledine, Karamcheti, Migliorelli, Obremski, Stewart, Williams, Cinella
ABSENT:	Shawn M. MacMaster



CITY OF MELROSE

CITY COUNCIL

MINUTES • DECEMBER 5, 2022

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

Caucus

7:30 PM

I. CALL TO ORDER

Caucus held on Monday, December 5, 2021 at 7:30PM in the City Council Chamber of City Hall.

Attendee Name	Title	Status	Arrived
Jack Eccles	At-Large	Present	
Mark Garipay	Ward 4	Present	
Jen Grigoraitis	Ward 6	Present	
Maya Jamaledine	At-Large	Present	
Manjula Karamcheti	Ward 1	Present	
Shawn M. MacMaster	Ward 5	Present	
Leila Migliorelli	At-Large	Present	
John Obremski	Ward 2	Present	
Robb Stewart	Ward 3	Present	
Ryan Williams	Ward 7	Present	
Christopher Cinella	President	Present	

II. PUBLIC COMMENT

Motion: Public Comment by unanimous consent

Motion: Open Public Comment by unanimous consent. No objection
By: Councilor MacMaster - motion carried.

No one comes forward.

Motion: Close Public Comment by unanimous consent. No objection.
By: Councilor MacMaster - motion carried.

RESULT:	PASSED [UNANIMOUS]
MOVER:	Shawn M. MacMaster, Ward 5
AYES:	Eccles, Garipay, Grigoraitis, Jamaledine, Karamcheti, MacMaster, Migliorelli, Obremski, Stewart, Williams, Cinella

III. NOMINATIONS

Motion: to open the floor for nominations

Minutes Acceptance: Minutes of Jan 17, 2023 7:45 PM (Reading of the Minutes)

RESULT:	PASSED [UNANIMOUS]
MOVER:	Christopher Cinella, President
SECONDER:	Leila Migliorelli, At-Large
AYES:	Eccles, Garipay, Grigoraitis, Jamaledine, Karamcheti, MacMaster, Migliorelli, Obremski, Stewart, Williams, Cinella

Motion: to close the floor for nominations

RESULT:	PASSED [UNANIMOUS]
MOVER:	Manjula Karamcheti, Ward 1
SECONDER:	Ryan Williams, Ward 7
AYES:	Eccles, Garipay, Grigoraitis, Jamaledine, Karamcheti, MacMaster, Migliorelli, Obremski, Stewart, Williams, Cinella

1. **ORDER-2023-40** : Nomination of a President for the Year 2023 pursuant to Rule 48 of the Rules of Order of the Melrose City Council

Councilor Jennifer Grigoraitis is nominated as City Council President for 2023. Councilor MacMaster notes a formal election will take place at the organizational meeting of the city council for 2023 on Tuesday, January 3rd at 7:30 pm

RESULT:	ADOPTED [UNANIMOUS]
TO:	City Council
MOVER:	Christopher Cinella, President
AYES:	Eccles, Garipay, Grigoraitis, Jamaledine, Karamcheti, MacMaster, Migliorelli, Obremski, Stewart, Williams, Cinella

IV. ADJOURNMENT

Motion: Adjourn by unanimous consent

Motion: Adjourn

By: Councilor MacMaster - motion carried. No objections

Meeting adjourned at 7:41 p.m.

RESULT:	PASSED [UNANIMOUS]
MOVER:	Shawn M. MacMaster, Ward 5
AYES:	Eccles, Garipay, Grigoraitis, Jamaledine, Karamcheti, MacMaster, Migliorelli, Obremski, Stewart, Williams, Cinella



CITY OF MELROSE
CITY COUNCIL
MINUTES • DECEMBER 5, 2022

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

7:45 PM

I. CALL TO ORDER

President Cinella offers comment on the recent racist remarks directed at Councilor Jamaledine and her family. Councilor Jamaladdine reminds the gallery that while she chose to speak up many do not and suffer in silence. Thanks the responding officers and is working with her family to process what happened.

Attendee Name	Title	Status	Arrived
Jack Eccles	At-Large	Present	
Mark Garipay	Ward 4	Present	
Jen Grigoraitis	Ward 6	Present	
Maya Jamaledine	At-Large	Present	
Manjula Karamcheti	Ward 1	Present	
Shawn M. MacMaster	Ward 5	Present	
Leila Migliorelli	At-Large	Present	
John Obremski	Ward 2	Present	
Robb Stewart	Ward 3	Present	
Ryan Williams	Ward 7	Present	
Christopher Cinella	President	Present	

II. PLEDGE OF ALLEGIANCE

III. READING OF THE MINUTES

City Council - Regular Meeting - Nov 21, 2022 7:45 PM

President Cinella moves by unanimous consent to accept the minutes without reading. No objection.

RESULT:	ACCEPTED [UNANIMOUS]
MOVER:	Christopher Cinella, President
AYES:	Eccles, Garipay, Grigoraitis, Jamaledine, Karamcheti, MacMaster, Migliorelli, Obremski, Stewart, Williams, Cinella

City Council - Special Meeting - Nov 28, 2022 7:00 PM

President Cinella moves by unanimous consent to accept the minutes without reading. No objection.

Minutes Acceptance: Minutes of Jan 17, 2023 7:45 PM (Reading of the Minutes)

RESULT:	ACCEPTED [UNANIMOUS]
MOVER:	Christopher Cinella, President
AYES:	Eccles, Garipay, Grigoraitis, Jamaledine, Karamcheti, MacMaster, Migliorelli, Obremski, Stewart, Williams, Cinella

IV. PUBLIC COMMENT

Motion: Public Comment for the city council meeting by unanimous consent

Motion: Open Public Comment

By: President Cinella - motion carried. No objection

No one comes forward.

Motion: Close Public Comment

By: President Cinella - motion carried. No objection

RESULT:	PASSED [UNANIMOUS]
MOVER:	Christopher Cinella, President
AYES:	Eccles, Garipay, Grigoraitis, Jamaledine, Karamcheti, MacMaster, Migliorelli, Obremski, Stewart, Williams, Cinella

V. PUBLIC HEARING - 8 PM

(**Order 2022-113** National Grid plan #27967397 rescheduled to 12/19/22 - abutters notified)

Motion: Recess briefly prior to start of public hearing

Motion: Recess

By: Councilor Garipay, Second by Councilor Williams - motion carried.

RESULT:	PASSED [UNANIMOUS]
MOVER:	Mark Garipay, Ward 4
SECONDER:	Ryan Williams, Ward 7
AYES:	Eccles, Garipay, Grigoraitis, Jamaledine, Karamcheti, MacMaster, Migliorelli, Obremski, Stewart, Williams, Cinella

Motion: Open the Public Hearing by unanimous consent

Motion: Open the Public Hearing by unanimous consent

By: President Cinella - motion carried. No objection

The Public Hearing commences at 8p.m.

Motion: Close Public Hearing by unanimous consent

By: President Cinella - motion carried.

Minutes Acceptance: Minutes of Jan 17, 2023 7:45 PM (Reading of the Minutes)

The Public Hearing closes at 8:45 p.m.

RESULT:	PASSED [UNANIMOUS]
MOVER:	Christopher Cinella, President
AYES:	Eccles, Garipay, Grigoraitis, Jamaledine, Karamcheti, MacMaster, Migliorelli, Obremski, Stewart, Williams, Cinella

Motion: Public Comment by unanimous consent

Motion: Open Public Comment by unanimous consent
By: President Cinella - motion carried. No objection.

No one comes forward.

Motion: Close Public Comment
By: President Cinella - motion carried. No objection.

RESULT:	PASSED [UNANIMOUS]
MOVER:	Christopher Cinella, President
AYES:	Eccles, Garipay, Grigoraitis, Jamaledine, Karamcheti, MacMaster, Migliorelli, Obremski, Stewart, Williams, Cinella

1. **ORDER-2023-39** : Request to set a Public Hearing on Classification of Property for December 5, 2022 at 8:00 PM to determine the 2023 Classification of Property.

Offered by: Mayor Paul Brodeur

From: City Council

HOLD

Assessor MacLellan introduces the Board of Assessors, reviews her comprehensive presentation and lays out the tax classification options before the council for the two required votes to determine the residential factor and open space discount for 2023. She notes the senior circuit breaker legislation passed at the state level in July of 2022 and that there were 107 applications with 78 partials granted by the Board. Indicates the final year for debt exclusion for the middle school is 2029 and mentions the tax basis in Melrose is 95% residential. Also advises Melrose does not have open space options as defined under state law. She thanks her hardworking staff - Tina Salerno, senior volunteer and newly state certified assessor Tristan Hoare. Also appreciative of the assistance of GIS manager Jane Pitts.

Councilors questions range from whether the senior circuit breaker applications/rejections are typical of surrounding communities; if she could expand on the impact of personal property as a percentage of new growth; what the dollar amount translates to based on the public utility increased value; how

much the 99 Washington Street project brought in and whether there are other public utility projects in the pipeline; what is the criteria for a home to cross over to commercial property; what happens if the public utilities appealing the tax rate win at the appellate level in terms of cash rebate; what would the total burden shift be between the RO and CIP if there is no new growth, just a level 2 1/2%?

Councilor Garipay offers a 1.68 tax shift and moves to adopt a residential factor of .964174 for 2023. Councilor Stewart on discussion says this is too high a shift on commercial base. Recommends more conservation shift. Councilor Williams notes that the asset base in Melrose is residential and need to balance more toward commercial. Councilor Grigoraitis supports the resident factor noting the council takes into account record high energy costs and inflation on residents. Councilor Garipay says on the commercial side the rate has been consistent over the last 10 years.

RESULT:	ADOPTED [10 TO 1]
MOVER:	Mark Garipay, Ward 4
SECONDER:	Leila Migliorelli, At-Large
AYES:	Eccles, Garipay, Grigoraitis, Jamaledine, Karamcheti, MacMaster, Migliorelli, Obremski, Stewart, Cinella
NAYS:	Ryan Williams

Motion: adopt a residential factor of .964174 for the fiscal year 2023

RESULT:	PASSED [10 TO 1]
MOVER:	Mark Garipay, Ward 4
SECONDER:	Leila Migliorelli, At-Large
AYES:	Eccles, Garipay, Grigoraitis, Jamaledine, Karamcheti, MacMaster, Migliorelli, Obremski, Williams, Cinella
NAYS:	Robb Stewart

Motion: not adopt an open space discount for the fiscal year 2023

RESULT:	PASSED [UNANIMOUS]
MOVER:	Jen Grigoraitis, Ward 6
SECONDER:	Jack Eccles, At-Large
AYES:	Eccles, Garipay, Grigoraitis, Jamaledine, Karamcheti, MacMaster, Migliorelli, Obremski, Stewart, Williams, Cinella

VI. NEW BUSINESS

A. *Filings by the Honorable Mayor*

1. **ORDER-2023-41** : Acceptance of Massachusetts Department of Environmental Protection Recycling Dividend Program Grant in the amount of \$15,600

Offered by: Mayor Paul Brodeur

RESULT:	ASSIGNED TO COMMITTEE
TO:	Appropriations & Oversight Committee

2. **ORDER-2023-42** : Appointment of Albert Talarico as Director of Inspectional Services and Building Commissioner for the City of Melrose

Offered by: Mayor Paul Brodeur

RESULT:	ASSIGNED TO COMMITTEE
TO:	Appropriations & Oversight Committee

3. **ORDER-2023-43** : An Appropriation from the Peg Access Cable Fund (#2922) in the amount of \$281,947.54 (Two Hundred Eighty - One thousand, Nine Hundred Forty-Seven Thousand and Fifty-Four cents) to MMTV and Melrose Public Schools.

RESULT:	ASSIGNED TO COMMITTEE
TO:	Appropriations & Oversight Committee

B. Filings by the Honorable City Council

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

Motion: Order 2023-32 Out of Order by unanimous consent

Motion: Take Order 2023-32 Out of Order by unanimous consent.
By: President Cinella - motion carried. No objection.

RESULT:	PASSED [UNANIMOUS]
MOVER:	Christopher Cinella, President
AYES:	Eccles, Garipay, Grigoraitis, Jamaledine, Karamcheti, MacMaster, Migliorelli, Obremski, Stewart, Williams, Cinella

Motion: Immediate Consideration / No Objection

Motion: Immediate Consideration
By: Councilor Eccles - No Objection

RESULT:	PASSED [UNANIMOUS]
MOVER:	Jack Eccles, At-Large
AYES:	Eccles, Garipay, Grigoraitis, Jamaledine, Karamcheti, MacMaster, Migliorelli, Obremski, Stewart, Williams, Cinella

- ORDER-2023-32** : Health and Human Services Regionalization Project (previously INFO 2023-7, corrected to appropriate legislative file)

Sponsored by: Health Director Anthony Chui

From: City Council

PASSED

HHS Director Chui explains the language needed to enter into the regionalization contract with Stoneham and Wakefield and asks that the order be amended to coincide with City Solicitor Phillips recommendation so the Mayor can enter into a intermunicipal agreement with the authorization of council. This will allow costs/services sharing.

RESULT:	PASSED AS AMENDED [UNANIMOUS]
MOVER:	Jack Eccles, At-Large
SECONDER:	Manjula Karamcheti, Ward 1
AYES:	Eccles, Garipay, Grigoraitis, Jamaled dine, Karamcheti, MacMaster, Migliorelli, Obremski, Stewart, Williams, Cinella

VIII. LICENSES

1. **LIC-2023-2** : Application of Said Tazgui d/b/a Limo Connect for a Livery Service License for (1) vehicle at 70 East Wyoming Avenue, #1, Melrose, MA

RESULT:	GRANTED [UNANIMOUS]
MOVER:	Mark Garipay, Ward 4
SECONDER:	Robb Stewart, Ward 3
AYES:	Eccles, Garipay, Grigoraitis, Jamaled dine, Karamcheti, MacMaster, Migliorelli, Obremski, Stewart, Williams, Cinella

IX. UNFINISHED BUSINESS

X. REPORTS FROM COMMITTEES

XI. EXPIRIES

XII. RULE 53 REPORTS

XIII. ADJOURNMENT

Motion: Adjourn

Motion: Adjourn

By: Councilor Eccles, Second: Councilor Williams - motion carried.

Meeting adjourned at 8:45 p.m.

RESULT:	PASSED [UNANIMOUS]
MOVER:	Jack Eccles, At-Large
SECONDER:	Ryan Williams, Ward 7
AYES:	Eccles, Garipay, Grigoraitis, Jamaled dine, Karamcheti, MacMaster, Migliorelli, Obremski, Stewart, Williams, Cinella



CITY OF MELROSE

CITY COUNCIL

MINUTES • NOVEMBER 21, 2022

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

7:50 PM

I. CALL TO ORDER

Attendee Name	Title	Status	Arrived
Jack Eccles	At-Large	Present	
Mark Garipay	Ward 4	Present	
Jen Grigoraitis	Ward 6	Present	
Maya Jamaledine	At-Large	Present	
Manjula Karamcheti	Ward 1	Present	
Shawn M. MacMaster	Ward 5	Present	
Leila Migliorelli	At-Large	Present	
John Obremski	Ward 2	Present	
Robb Stewart	Ward 3	Present	
Ryan Williams	Ward 7	Present	
Christopher Cinella	President	Absent	

Invoking Rule 4 of the Rules of Order of the City Council, Councilor MacMaster serves as President Pro Tem for the meeting in the absence of President Cinella.

II. PLEDGE OF ALLEGIANCE

III. READING OF THE MINUTES

City Council - Regular Meeting - Nov 14, 2022 7:45 PM

President Pro Tem MacMaster moves by unanimous consent to accept the minutes without reading. No objection.

RESULT:	ACCEPTED [10 TO 0]
MOVER:	Shawn M. MacMaster, Ward 5
AYES:	Eccles, Garipay, Grigoraitis, Jamaledine, Karamcheti, MacMaster, Migliorelli, Obremski, Stewart, Williams
ABSENT:	Christopher Cinella

IV. PUBLIC COMMENT

Motion: Public Comment

Motion: Open Public Comment

By: Councilor Stewart, Second: Councilor Eccles - motion carried.

No one comes forward.

Motion: Close Public Comment
 By: Councilor Eccles, Second: Councilor Migliorelli - motion carried.

RESULT:	PASSED [10 TO 0]
MOVER:	Robb Stewart, Ward 3
SECONDER:	Jack Eccles, At-Large
AYES:	Eccles, Garipay, Grigoraitis, Jamaledine, Karamcheti, MacMaster, Migliorelli, Obremski, Stewart, Williams
ABSENT:	Christopher Cinella

V. NEW BUSINESS

A. *Filings by the Honorable Mayor*

1. **ORDER-2023-39** : Request to set a Public Hearing on Classification of Property for December 5, 2022 at 8:00 PM to determine the 2023 Classification of Property.

Offered by: Mayor Paul Brodeur

This is held at full council for the public hearing scheduled for December 5, 2022 at 8 PM.

RESULT:	HOLD [10 TO 0]	Next: 12/5/2022 7:45 PM
TO:	City Council	
MOVER:	Jen Grigoraitis, Ward 6	
SECONDER:	Leila Migliorelli, At-Large	
AYES:	Eccles, Garipay, Grigoraitis, Jamaledine, Karamcheti, MacMaster, Migliorelli, Obremski, Stewart, Williams	
ABSENT:	Christopher Cinella	

2. **APP-2023-10:** Community Prevention and Wellness Initiative

Sponsored by: Health Director Anthony Chui

RESULT:	ASSIGNED TO COMMITTEE
TO:	Appropriations & Oversight Committee

B. Filings by the Honorable City Council

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

VII. RESOLUTIONS

Motion: Immediate Consideration / No Objection

Motion: Immediate Consideration

By: Councilor Grigoraitis - No Objection

RESULT:	PASSED [10 TO 0]
MOVER:	Jen Grigoraitis, Ward 6
AYES:	Eccles, Garipay, Grigoraitis, Jamaledine, Karamcheti, MacMaster, Migliorelli, Obremski, Stewart, Williams
ABSENT:	Christopher Cinella

1. RES-2023-4 : Resolution honoring Chief Lyle

Sponsored by: President Christopher Cinella, At-Large Jack Eccles, Ward 6 Jen Grigoraitis, Ward 2 John Obremski, At-Large Leila Migliorelli, Ward 1 Manjula Karamcheti, Ward 4 Mark Garipay, At-Large Maya Jamaledine, Ward 3 Robb Stewart, Ward 7 Ryan Williams, Ward 5 Shawn M. MacMaster

Chief Lyle reflects on his tenure mentioning the dedication of the department especially during Covid. Thanks his wife Eileen, best friend, and current assistant Kim Upton for their support over the years. Says it was a pleasure to serve as Chief for 15 years.

Each Councilor says a few words of appreciation for his responsiveness, troubleshooting approach, support and work ethic. He is thanked for not losing his humanity in service and providing leadership with heart.

Minutes Acceptance: Minutes of Jan 17, 2023 7:45 PM (Reading of the Minutes)

RESULT:	FILED [10 TO 0]
MOVER:	Jen Grigoraitis, Ward 6
SECONDER:	Leila Migliorelli, At-Large
AYES:	Eccles, Garipay, Grigoraitis, Jamaledine, Karamcheti, MacMaster, Migliorelli, Obremski, Stewart, Williams
ABSENT:	Christopher Cinella

VIII. LICENSES

1. **LIC-2023-2** : Application of Said Tazgui d/b/a Limo Connect for a Livery Service License for (1) vehicle at 70 East Wyoming Avenue, #1, Melrose, MA

RESULT:	ASSIGNED TO COMMITTEE
TO:	Protection and License Committee

IX. UNFINISHED BUSINESS

X. REPORTS FROM COMMITTEES

Motion: Order from Committee

Motion: Take Order 2023-9 from Committee

By: Councilor Stewart, Second: Councilor Williams - motion carried.

RESULT:	PASSED [10 TO 0]
MOVER:	Robb Stewart, Ward 3
SECONDER:	Ryan Williams, Ward 7
AYES:	Eccles, Garipay, Grigoraitis, Jamaledine, Karamcheti, MacMaster, Migliorelli, Obremski, Stewart, Williams
ABSENT:	Christopher Cinella

1. **INFO-2023-9:** Melrose Kind Day

Sponsored by: Ward 4 Mark Garipay, At-Large Jack Eccles

From: Public Service Committee

RECOMMEND PLACE ON FILE

Minutes Acceptance: Minutes of Jan 17, 2023 7:45 PM (Reading of the Minutes)

RESULT:	FILED [10 TO 0]
MOVER:	Robb Stewart, Ward 3
SECONDER:	Jack Eccles, At-Large
AYES:	Eccles, Garipay, Grigoraitis, Jamaledine, Karamcheti, MacMaster, Migliorelli, Obremski, Stewart, Williams
ABSENT:	Christopher Cinella

Motion: Order from Committee

Motion: Take Order 2023-37 from Committee
 By: Councilor Stewart, Second: Councilor Williams - motion carried.

RESULT:	PASSED [10 TO 0]
MOVER:	Robb Stewart, Ward 3
SECONDER:	Ryan Williams, Ward 7
AYES:	Eccles, Garipay, Grigoraitis, Jamaledine, Karamcheti, MacMaster, Migliorelli, Obremski, Stewart, Williams
ABSENT:	Christopher Cinella

2. **ORDER-2023-37** : Appointment of Emily Anderson, of 106 East Foster Street, to the City of Melrose Conservation Commission for a three-year term, said term to expire the last day of February 2025.

Offered by: Mayor Paul Brodeur

Sponsored by: Mayor Paul Brodeur

From: Public Service Committee

OUGHT TO PASS

RESULT:	ADOPTED [10 TO 0]
MOVER:	Robb Stewart, Ward 3
SECONDER:	Ryan Williams, Ward 7
AYES:	Eccles, Garipay, Grigoraitis, Jamaledine, Karamcheti, MacMaster, Migliorelli, Obremski, Stewart, Williams
ABSENT:	Christopher Cinella

XI. RULE 53 REPORTS

XII. ADJOURNMENT

Motion: Adjourn

Motion: Adjourn
 By: Councilor Grigoraitis, Second: Councilor Williams - motion carried.

Meeting adjourned at 8:09 p.m.

RESULT:	PASSED [10 TO 0]
MOVER:	Jen Grigoraitis, Ward 6
SECONDER:	Ryan Williams, Ward 7
AYES:	Eccles, Garipay, Grigoraitis, Jamaledine, Karamcheti, MacMaster, Migliorelli, Obremski, Stewart, Williams
ABSENT:	Christopher Cinella



CITY OF MELROSE

CITY COUNCIL

MINUTES • NOVEMBER 14, 2022

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

7:45 PM

I. CALL TO ORDER

Attendee Name	Title	Status	Arrived
Jack Eccles	At-Large	Present	
Mark Garipay	Ward 4	Present	
Jen Grigoraitis	Ward 6	Present	
Maya Jamaledine	At-Large	Present	
Manjula Karamcheti	Ward 1	Present	
Shawn M. MacMaster	Ward 5	Present	
Leila Migliorelli	At-Large	Present	
John Obremski	Ward 2	Present	
Robb Stewart	Ward 3	Present	
Ryan Williams	Ward 7	Present	
Christopher Cinella	President	Present	

II. PLEDGE OF ALLEGIANCE

III. READING OF THE MINUTES

Accept the meeting minutes

Motion: Accept the Oct 3, Oct 11, Oct 17 and Oct 27 minutes without reading by unanimous consent

By: President Cinella, No objection - motion carried.

City Council - Regular Meeting - Oct 3, 2022 7:45 PM

RESULT:	ACCEPTED [UNANIMOUS]
MOVER:	Christopher Cinella, President
AYES:	Eccles, Garipay, Grigoraitis, Jamaledine, Karamcheti, MacMaster, Migliorelli, Obremski, Stewart, Williams, Cinella

City Council - Special Meeting - Oct 11, 2022 7:00 PM

Minutes Acceptance: Minutes of Jan 17, 2023 7:45 PM (Reading of the Minutes)

RESULT: **ACCEPTED [UNANIMOUS]**
MOVER: Christopher Cinella, President
AYES: Eccles, Garipay, Grigoraitis, Jamaledine, Karamcheti, MacMaster, Migliorelli, Obremski, Stewart, Williams, Cinella

City Council - Regular Meeting - Oct 17, 2022 7:45 PM

RESULT: **ACCEPTED [UNANIMOUS]**
MOVER: Christopher Cinella, President
AYES: Eccles, Garipay, Grigoraitis, Jamaledine, Karamcheti, MacMaster, Migliorelli, Obremski, Stewart, Williams, Cinella

City Council - Special Meeting - Oct 27, 2022 7:00 PM

RESULT: **ACCEPTED [UNANIMOUS]**
AYES: Eccles, Garipay, Grigoraitis, Jamaledine, Karamcheti, MacMaster, Migliorelli, Obremski, Stewart, Williams, Cinella

IV. PUBLIC COMMENT

Motion: Public Comment

Motion: Open Public Comment by unanimous consent
 By: President Cinella, No objection - motion carried.

11 members of the community speak in favor of Melrose educators with multiple requests for assistance in prioritizing the teacher contract, reallocation/shifting of funds and to dig into the what is going on in the schools. Where did the shortfall money go and who is going to be accountable?

Motion: Close Public Comment
 By: Councilor MacMaster, Second: Councilor Garipay- motion carried.

RESULT: **PASSED [UNANIMOUS]**
MOVER: Christopher Cinella, President
SECONDER: Shawn M. MacMaster, Ward 5
AYES: Eccles, Garipay, Grigoraitis, Jamaledine, Karamcheti, MacMaster, Migliorelli, Obremski, Stewart, Williams, Cinella

V. PUBLIC HEARING - 8 PM

Public Hearing:

PET 2023-1: National Grid & Verizon for Joint Pole Locations as shown on Plan No. #30440731.

Public Hearing

Motion: Open the Public Hearing by unanimous consent.

By: President Cinella no objection - motion carried.

The Public Hearing commences at 8:00 p.m.

City Engineer Vonnie Reis and a National Grid representative appear to answer questions. No questions at this time.

Motion: Close Public Hearing

By: Councilor Garipay; Second Councilor Stewart - motion carried.

The Public Hearing closes at 8:05 p.m.

Public Comment for the utility petition

Motion: Open Public Comment for the public hearing by unanimous consent

By: President Cinella no objection- motion carried.

No one comes forward.

Motion: Close Public Comment for the public hearing by unanimous consent

By: President Cinella no objection- motion carried.

Motion: Recess

Motion: Recess briefly.

By: Councilor Williams, - motion carried.

RESULT:	PASSED [UNANIMOUS]
MOVER:	Ryan Williams, Ward 7
AYES:	Eccles, Garipay, Grigoraitis, Jamaledine, Karamcheti, MacMaster, Migliorelli, Obremski, Stewart, Williams, Cinella

VI. NEW BUSINESS

A. *Filings by the Honorable Mayor*

Motion: Immediate Consideration for 2023-33 / No Objection

Motion: Immediate Consideration

By: Councilor Grigoraitis - No Objection

RESULT: PASSED [UNANIMOUS]
MOVER: Jen Grigoraitis, Ward 6
AYES: Eccles, Garipay, Grigoraitis, Jamaledine, Karamcheti, MacMaster, Migliorelli, Obremski, Stewart, Williams, Cinella

1. **ORDER-2023-33** : Police 911 Support and Incentive Grant Award

Councilor Grigoraitis notes Chief Lyle was unable to be in attendance this evening.

RESULT: PASSED [UNANIMOUS]
MOVER: Jen Grigoraitis, Ward 6
SECONDER: Ryan Williams, Ward 7
AYES: Eccles, Garipay, Grigoraitis, Jamaledine, Karamcheti, MacMaster, Migliorelli, Obremski, Stewart, Williams, Cinella

Motion: Immediate Consideration for 2023-34 / No Objection

RESULT: PASSED [UNANIMOUS]
MOVER: Jen Grigoraitis, Ward 6
AYES: Eccles, Garipay, Grigoraitis, Jamaledine, Karamcheti, MacMaster, Migliorelli, Obremski, Stewart, Williams, Cinella

2. **ORDER-2023-34** : Police 911 Training Grant Award

RESULT: PASSED [UNANIMOUS]
MOVER: Jen Grigoraitis, Ward 6
SECONDER: Jack Eccles, At-Large
AYES: Eccles, Garipay, Grigoraitis, Jamaledine, Karamcheti, MacMaster, Migliorelli, Obremski, Stewart, Williams, Cinella

Motion: Immediate Consideration for 2023-35 / No Objection

RESULT: PASSED [UNANIMOUS]
MOVER: Jen Grigoraitis, Ward 6
AYES: Eccles, Garipay, Grigoraitis, Jamaledine, Karamcheti, MacMaster, Migliorelli, Obremski, Stewart, Williams, Cinella

3. **ORDER-2023-35** : Police 911 EMD Grant Award

RESULT:	PASSED [UNANIMOUS]
MOVER:	Jen Grigoraitis, Ward 6
SECONDER:	Jack Eccles, At-Large
AYES:	Eccles, Garipay, Grigoraitis, Jamaledine, Karamcheti, MacMaster, Migliorelli, Obremski, Stewart, Williams, Cinella

4. **ORDER-2023-36** : Appointment of Kevin M. Faller as Chief of the Melrose Police Department effective December 1, 2022

Offered by: Mayor Paul Brodeur

RESULT:	ASSIGNED TO COMMITTEE
TO:	Appropriations & Oversight Committee

5. **ORDER-2023-37** : Appointment of Emily Anderson, of 106 East Foster Street, to the City of Melrose Conservation Commission for a three-year term, said term to expire the last day of February 2025.

Offered by: Mayor Paul Brodeur

Sponsored by: Mayor Paul Brodeur

RESULT:	ASSIGNED TO COMMITTEE
TO:	Public Service Committee

6. **ORDER-2023-38** : Appointment of Peter Bowman, 24 Arlington Road, to the Melrose Library Board of Trustees.

Offered by: Mayor Paul Brodeur

Sponsored by: Mayor Paul Brodeur

RESULT:	ASSIGNED TO COMMITTEE
TO:	Health, Education & Welfare Committee

B. Filings by the Honorable City Council

1. **INFO-2023-9:** Melrose Kind Day

Sponsored by: Ward 4 Mark Garipay, At-Large Jack Eccles

RESULT:	ASSIGN TO COMMITTEE
TO:	Public Service Committee

2. **INFO-2023-10:** Request for American Rescue Plan Act (ARPA) funding update

Sponsored by: Ward 3 Robb Stewart, Ward 4 Mark Garipay, At-Large Leila Migliorelli

RESULT:	ASSIGN TO COMMITTEE
TO:	Appropriations & Oversight Committee

3. **INFO-2023-11:** Update on the Status of the City of Melrose's Finances

Sponsored by: At-Large Leila Migliorelli, Ward 6 Jen Grigoraitis, At-Large Maya Jamaledine, At-Large Jack Eccles, Ward 1 Manjula Karamcheti

RESULT:	ASSIGN TO COMMITTEE
TO:	Appropriations & Oversight Committee

4. **INFO-2023-12:** An Update on the Status and Usage of Free Cash in the City of Melrose

Sponsored by: At-Large Leila Migliorelli, Ward 6 Jen Grigoraitis, At-Large Maya Jamaledine, Ward 7 Ryan Williams

Minutes Acceptance: Minutes of Jan 17, 2023 7:45 PM (Reading of the Minutes)

RESULT:	ASSIGN TO COMMITTEE
TO:	Appropriations & Oversight Committee

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

VIII. PETITIONS

Motion: Immediate Consideration / No Objection

Motion: Immediate Consideration

By: Councilor MacMaster - No Objection

Immediate sought solely to set the public hearing for this petition for Monday, December 5, 2022 at 8 PM

RESULT:	PASSED [UNANIMOUS]
MOVER:	Shawn M. MacMaster, Ward 5
AYES:	Eccles, Garipay, Grigoraitis, Jamaledine, Karamcheti, MacMaster, Migliorelli, Obremski, Stewart, Williams, Cinella

1. **PET-2023-2:** Petition of National Grid to install (1) one 2' conduits 12' +/- from Pole #1218 on Forest Street to an approved meter cabinet for underground service. Said underground electric conduit shall be located substantially in accordance with the plan filed herewith marked, - Lebanon Street - Melrose - Massachusetts. Plan #30668880

RESULT:	REFER TO COMMITTEE
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IX. UNFINISHED BUSINESS

X. REPORTS FROM COMMITTEES

1. **PET-2023-1:** Petition of Mass Electric Company d/b/a National Grid & Verizon for Joint Pole Locations as shown on Plan attached No. #30440731. (Public Hearing - Monday, November 14th at 8:00 P.M.)

Sponsored by: Mayor Paul Brodeur

Minutes Acceptance: Minutes of Jan 17, 2023 7:45 PM (Reading of the Minutes)

RESULT:	GRANTED [UNANIMOUS]
MOVER:	Shawn M. MacMaster, Christopher Cinella
SECONDER:	Ryan Williams, Ward 7
AYES:	Eccles, Garipay, Grigoraitis, Jamaledine, Karamcheti, MacMaster, Migliorelli, Obremski, Stewart, Williams, Cinella

2. **GRANT-2023-1** : Department of Justice Bureau of Justice Assistance STOP School Violence Program Grant

Sponsored by: Health Director Anthony Chui

From: Appropriations & Oversight Committee

OUGHT TO PASS

RESULT:	PASSED [UNANIMOUS]
MOVER:	Jen Grigoraitis, Ward 6
SECONDER:	Leila Migliorelli, At-Large
AYES:	Eccles, Garipay, Grigoraitis, Jamaledine, Karamcheti, MacMaster, Migliorelli, Obremski, Stewart, Williams, Cinella

3. **ORDER-2023-27** : Authorization of a Bond in the amount of \$1,460,177.00 to pay for costs of replacing the roof at the Horace Mann Elementary School, Fund #3392

Offered by: Mayor Paul Brodeur

From: Appropriations & Oversight Committee

OUGHT TO PASS

RESULT:	PASSED [UNANIMOUS]
MOVER:	Jen Grigoraitis, Ward 6
SECONDER:	Leila Migliorelli, At-Large
AYES:	Eccles, Garipay, Grigoraitis, Jamaledine, Karamcheti, MacMaster, Migliorelli, Obremski, Stewart, Williams, Cinella

4. **ORDER-2023-28** : Authorization of a Bond in the amount of \$2,306,449 to pay for costs of replacing the roof at the Herbert Clark Hoover Elementary School, Fund #3391

Offered by: Mayor Paul Brodeur

From: Appropriations & Oversight Committee

OUGHT TO PASS

RESULT:	PASSED [UNANIMOUS]
MOVER:	Jen Grigoraitis, Ward 6
SECONDER:	Mark Garipay, Ward 4
AYES:	Eccles, Garipay, Grigoraitis, Jamaledine, Karamcheti, MacMaster, Migliorelli, Obremski, Stewart, Williams, Cinella

5. **ORDER-2023-31** : An Appropriation in the amount of \$68,816 (Sixty Eight Thousand, Eight Hundred Sixteen dollars) to fund Fiscal 2023 of the Local-272 Laborers Union Contract. The requested appropriation is from the following accounts \$50,522 from the Contract Stabilization fund (84042-590000), \$8,080 from Sewer, Reserve for Retained Earnings (84152-590000) and \$10,214 from Water, Reserve for Retained Earnings.

Offered by: Mayor Paul Brodeur

From: Appropriations & Oversight Committee

OUGHT TO PASS

On discussion Councilor Karamcheti expresses her appreciation for colleague comments during the Appropriations and Oversight committee meeting regarding support for our laborers, public safety and educators.

RESULT:	PASSED [UNANIMOUS]
MOVER:	Jen Grigoraitis, Ward 6
SECONDER:	Jack Eccles, At-Large
AYES:	Eccles, Garipay, Grigoraitis, Jamaledine, Karamcheti, MacMaster, Migliorelli, Obremski, Stewart, Williams, Cinella

6. **ORDER-2023-30** : An Appropriation in the amount of \$72,170 (Seventy-Two thousand, One Hundred Seventy Dollars) to fund Fiscal 2023 of the Local-272 Clerical Union Contract. The requested appropriation is from the following accounts \$63,378 from the Contract Stabilization fund (84042-590000), \$4,396 from Sewer, Reserve for Retained Earnings (84152-590000) and \$4,396 from Water, Reserve for Retained Earnings (84162-590000) to various salary and wage lines as set forth herein.

Offered by: Mayor Paul Brodeur

From: Appropriations & Oversight Committee

OUGHT TO PASS

RESULT:	PASSED [UNANIMOUS]
MOVER:	Jen Grigoraitis, Ward 6
SECONDER:	Leila Migliorelli, At-Large
AYES:	Eccles, Garipay, Grigoraitis, Jamaledine, Karamcheti, MacMaster, Migliorelli, Obremski, Stewart, Williams, Cinella

7. **ORDER-2023-32** : Health and Human Services Regionalization Project (previously INFO 2023-7, corrected to appropriate legislative file)

Sponsored by: Health Director Anthony Chui

From: Health, Education & Welfare Committee

OUGHT TO PASS

Councilor Eccles moves to "authorize the Mayor to enter into a joint agreement with Stoneham and Wakefield to share costs and services of a common Health and Human Services Department."

RESULT:	PASSED [UNANIMOUS]
MOVER:	Jack Eccles, At-Large
SECONDER:	Shawn M. MacMaster, Ward 5
AYES:	Eccles, Garipay, Grigoraitis, Jamaledine, Karamcheti, MacMaster, Migliorelli, Obremski, Stewart, Williams, Cinella

Procedural note

Orders 2023-20, 2023-21, 2023-22, 2023-23 were passed at the October 27th special city council meeting and pro forma passed unanimously during this meeting.

XI. EXPIRIES

XII. RULE 53 REPORTS

XIII. ADJOURNMENT

Prior to adjourning President Cinella reminds the council that the 2023 President caucus is coming up and those interested in running should advise of their interest. Ward 6 Councilor Grigoraitis formally announces she is seeking the office for 2023.

Motion: Adjourn

Motion: Adjourn

By: Councilor Stewart, Second: Councilor Eccles - motion carried.

Meeting adjourned at 8:35 p.m.

RESULT:	PASSED [UNANIMOUS]
MOVER:	Robb Stewart, Ward 3
SECONDER:	Jack Eccles, At-Large
AYES:	Eccles, Garipay, Grigoraitis, Jamaledine, Karamcheti, MacMaster, Migliorelli, Obremski, Stewart, Williams, Cinella



CITY OF MELROSE
CITY COUNCIL
BULLETIN • OCTOBER 3, 2022

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

7:45 PM

Attendee Name	Title	Status	Arrived
Jack Eccles	At-Large	Present	
Mark Garipay	Ward 4	Present	
Jen Grigoraitis	Ward 6	Present	
Maya Jamaledine	At-Large	Present	
Manjula Karamcheti	Ward 1	Present	
Shawn M. MacMaster	Ward 5	Present	
Leila Migliorelli	At-Large	Present	
John Obremski	Ward 2	Present	
Robb Stewart	Ward 3	Present	
Ryan Williams	Ward 7	Present	
Christopher Cinella	President	Present	

ORDER-2023-20 Grant

Acceptance of Federal Title III B FY23 Grant Through Mystic Valley Elder Services in the Amount of \$10,000

Assigned to Committee

**Appropriations &
Oversight Committee**

ORDER-2023-21 Grant

Acceptance of Grant from the Massachusetts Department of Conservation and Recreation (DCR) in the Amount of \$75,000 For Enhancements to Recreational Developments and Parks

Assigned to Committee

**Appropriations &
Oversight Committee**

ORDER-2023-22 Grant

Authorization to Accept a MassWorks Infrastructure Grant in the amount of \$615,000 from the Executive Office of Housing and Economic Development (EOHED) through the Community One Stop for Growth Program and Authorize the Mayor to Execute a Contract with EOHED; funds to be deposited into Fund 4519

Assigned to Committee

**Appropriations &
Oversight Committee**

ORDER-2023-23 Grant

Authorization to Accept a Grant in the amount of \$500,000.00 from the Department of Energy Resources (DOER) through the Green Communities Division and Authorize the Mayor to Execute a Contract with DOER; funds to be deposited into Fund 4520

Assigned to Committee

**Appropriations &
Oversight Committee**

ORDER-2023-24 Appropriation

Funding Authorization in the amount of Sixty Eight Thousand Five Hundred (\$68,500) Dollars for Design Services for Public Safety Facilities

Assigned to Committee

**Appropriations &
Oversight Committee**

ORDER-2023-25 Proclamation

Proclaiming the month of October, 2022, as Domestic Violence Awareness Month

Placed on File

LIC-2023-1 License - Gasoline Storage

Gasoline & Storage License Post Deadline Renewal 2022

Granted

ORDER-2023-10 Appointment

Appointment of Shane Egan, 21 Boston Rock Ave, to the Melrose Historical Commission, for a three-year term, said term to expire on the last day of February, 2025.

Adopted

ORDER-2023-11 Appointment

Appointment of Kate Roberts, 25 Rockland St, to the Melrose Historical Commission, for a three-year term, said term to expire on the last day of February, 2025.

Adopted

ORDER-2023-14 Grant

Acceptance of Massachusetts Executive Office of Energy and Environmental Affairs 2023 Coastal Habitat and Water Quality Grant in the Amount of \$100,868.00

Passed

ORDER-2023-15 Grant

Minutes Acceptance: Minutes of Jan 17, 2023 7:45 PM (Reading of the Minutes)

Acceptance of Two Grants from the Commonwealth of Massachusetts Community Compact Best Practices Program in the amounts of \$35,000 and \$25,000

Passed

ORDER-2023-16 Bond

Authorizing a Bond for the purchase of landscaping equipment necessary to run Mt Hood Golf Course

Passed

Minutes Acceptance: Minutes of Jan 17, 2023 7:45 PM (Reading of the Minutes)



CITY OF MELROSE

CITY COUNCIL

BULLETIN • OCTOBER 11, 2022

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

7:00 PM

Attendee Name	Title	Status	Arrived
Jack Eccles	At-Large	Present	
Mark Garipay	Ward 4	Present	
Jen Grigoraitis	Ward 6	Present	
Maya Jamaledine	At-Large	Present	
Manjula Karamcheti	Ward 1	Present	
Shawn M. MacMaster	Ward 5	Present	
Leila Migliorelli	At-Large	Present	
John Obremski	Ward 2	Present	
Robb Stewart	Ward 3	Present	
Ryan Williams	Ward 7	Present	
Christopher Cinella	President	Present	

ORDER-2023-26 Informational

An Order Seeking Information on the Budget Shortfall of the
Melrose Public Schools

Placed on File

Minutes Acceptance: Minutes of Jan 17, 2023 7:45 PM (Reading of the Minutes)



CITY OF MELROSE

CITY COUNCIL

BULLETIN • OCTOBER 17, 2022

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

8:20 PM

Attendee Name	Title	Status	Arrived
Jack Eccles	At-Large	Absent	
Mark Garipay	Ward 4	Present	
Jen Grigoraitis	Ward 6	Present	
Maya Jamaledine	At-Large	Present	
Manjula Karamcheti	Ward 1	Present	
Shawn M. MacMaster	Ward 5	Absent	
Leila Migliorelli	At-Large	Present	
John Obremski	Ward 2	Absent	
Robb Stewart	Ward 3	Present	
Ryan Williams	Ward 7	Absent	
Christopher Cinella	President	Present	

ORDER-2023-27 Bond

Authorization of a Bond in the amount of \$1,460,177.00 to pay for costs of replacing the roof at the Horace Mann Elementary School, Fund #3392

Assigned to Committee

**Appropriations &
Oversight Committee**

ORDER-2023-28 Bond

Authorization of a Bond in the amount of \$2,306,449 to pay for costs of replacing the roof at the Herbert Clark Hoover Elementary School, Fund #3391

Assigned to Committee

**Appropriations &
Oversight Committee**

ORDER-2023-29 Appropriation

Minutes Acceptance: Minutes of Jan 17, 2023 7:45 PM (Reading of the Minutes)

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

Assigned to Committee

**Appropriations &
Oversight Committee**

ORDER-2023-30 Appropriation

An Appropriation in the amount of \$72,170 (Seventy-Two thousand, One Hundred Seventy Dollars) to fund Fiscal 2023 of the Local-272 Clerical Union Contract. The requested appropriation is from the following accounts \$63,378 from the Contract Stabilization fund (84042-590000), \$4,396 from Sewer, Reserve for Retained Earnings (84152-590000) and \$4,396 from Water, Reserve for Retained Earnings (84162-590000) to various salary and wage lines as set forth herein.

Assigned to Committee

**Appropriations &
Oversight Committee**

ORDER-2023-31 Appropriation

An Appropriation in the amount of \$68,816 (Sixty Eight Thousand, Eight Hundred Sixteen dollars) to fund Fiscal 2023 of the Local-272 Laborers Union Contract. The requested appropriation is from the following accounts \$50,522 from the Contract Stabilization fund (84042-590000), \$8,080 from Sewer, Reserve for Retained Earnings (84152-590000) and \$10,214 from Water, Reserve for Retained Earnings.

Assigned to Committee

**Appropriations &
Oversight Committee**

GRANT-2023-1 Grant

Department of Justice Bureau of Justice Assistance STOP School Violence Program Grant

Assign to Committee

**Appropriations &
Oversight Committee**

ORDER-2023-32 Contract

Minutes Acceptance: Minutes of Jan 17, 2023 7:45 PM (Reading of the Minutes)

Health and Human Services Regionalization Project (previously INFO 2023-7, corrected to appropriate legislative file)

Assigned to Committee

**Health, Education &
Welfare Committee
Health, Education
& Welfare Committee**

INFO-2023-8 Election

Addendum to Info 2023-4 Calling State Election - Summary of ballot questions

Filed

PET-2023-1 Utility Petition

Petition of Mass Electric Company d/b/a National Grid & Verizon for Joint Pole Locations as shown on Plan attached No. #30440731. (Public Hearing - Monday, November 14th at 8:00 P.M.)

Refer to Committee

**Public Works
Committee**

ORDER-2023-9 Appointment

Appointment of Craig Molway, 58 Gross Ave, to the Melrose Conservation Commission, for a two-year term, said term to expire on the last day of February, 2024.

Adopted

ORDER-2023-17 Appointment

Appointment of Michael Barry, 910 Main St., to the Melrose Housing Authority, for a one-year term, said term to expire on the first Monday of March 2023.

Adopted

ORDER-2023-18 Appointment

Appointment of Susan Lawson Cann to Melrose Cemetery Commission

Adopted

ORDER-2023-19 Appointment

Minutes Acceptance: Minutes of Jan 17, 2023 7:45 PM (Reading of the Minutes)

Appointment of Francis X. Wright Melrose Board of Registrars of Voters

Adopted

INFO-2023-6 Informational

Status of the Melrose Public Library Construction

Filed

ORDER-2023-20 Grant

Acceptance of Federal Title III B FY23 Grant Through Mystic Valley Elder Services in the Amount of \$10,000

Hold

City Council

ORDER-2023-22 Grant

Authorization to Accept a MassWorks Infrastructure Grant in the amount of \$615,000 from the Executive Office of Housing and Economic Development (EOHED) through the Community One Stop for Growth Program and Authorize the Mayor to Execute a Contract with EOHED; funds to be deposited into Fund 4519

Hold

City Council

ORDER-2023-21 Grant

Acceptance of Grant from the Massachusetts Department of Conservation and Recreation (DCR) in the Amount of \$75,000 For Enhancements to Recreational Developments and Parks

Hold

City Council

ORDER-2023-23 Grant

Authorization to Accept a Grant in the amount of \$500,000.00 from the Department of Energy Resources (DOER) through the Green Communities Division and Authorize the Mayor to Execute a Contract with DOER; funds to be deposited into Fund 4520

Hold

City Council

ORDER-2023-24 Appropriation

Funding Authorization in the amount of Sixty Eight Thousand Five Hundred (\$68,500) Dollars for Design Services for Public Safety Facilities

Hold

Minutes Acceptance: Minutes of Jan 17, 2023 7:45 PM (Reading of the Minutes)



CITY OF MELROSE

CITY COUNCIL

BULLETIN • OCTOBER 27, 2022

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

7:03 PM

Attendee Name	Title	Status	Arrived
Jack Eccles	At-Large	Present	
Mark Garipay	Ward 4	Present	
Jen Grigoraitis	Ward 6	Present	
Maya Jamaledine	At-Large	Present	
Manjula Karamcheti	Ward 1	Absent	
Shawn M. MacMaster	Ward 5	Late	7:06 PM
Leila Migliorelli	At-Large	Present	
John Obremski	Ward 2	Absent	
Robb Stewart	Ward 3	Absent	
Ryan Williams	Ward 7	Present	
Christopher Cinella	President	Present	

ORDER-2023-20 Grant

Acceptance of Federal Title III B FY23 Grant Through Mystic Valley Elder Services in the Amount of \$10,000

Passed

ORDER-2023-21 Grant

Acceptance of Grant from the Massachusetts Department of Conservation and Recreation (DCR) in the Amount of \$75,000 For Enhancements to Recreational Developments and Parks

Passed

ORDER-2023-22 Grant

Authorization to Accept a MassWorks Infrastructure Grant in the amount of \$615,000 from the Executive Office of Housing and Economic Development (EOHED) through the Community One Stop for Growth Program and Authorize the Mayor to Execute a Contract with EOHED; funds to be deposited into Fund 4519

Passed

ORDER-2023-23 Grant

Authorization to Accept a Grant in the amount of \$500,000.00 from the Department of Energy Resources (DOER) through the Green Communities Division and Authorize the Mayor to Execute a Contract with DOER; funds to be deposited into Fund 4520

Passed

ORDER-2023-24 Appropriation

Funding Authorization in the amount of Sixty Eight Thousand Five Hundred (\$68,500) Dollars for Design Services for Public Safety Facilities

Passed

Minutes Acceptance: Minutes of Jan 17, 2023 7:45 PM (Reading of the Minutes)



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

TERRENCE M. REIDY
Secretary

KARYN E. POLITO
Lt. Governor

FRANK POZNIAK
Executive Director

November 2, 2022

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 2023 State 911 Department Support and Incentive Grant** program.

For your files, attached please find a copy of the executed contract and the final approved Appendix A: Personnel Costs form for your grant. Please note your contract start date is **November 2, 2022** and will run through June 30, 2023. 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, 2023.

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 Angela Pilling at 508-821-7305. Please note that funding of reimbursement requests received more than one (1) month after the close of the fiscal year under which costs were incurred cannot be guaranteed.

If, in the future, you would like to make any changes to the authorized signatory, the contract manager, and/or the budget worksheet, please e-mail those proposed changes to 911DeptGrants@mass.gov. Grantees are strongly encouraged to submit final, year-end budget modification requests on or before March 31, 2023.

Sincerely,

Frank P. Pozniak
Executive Director

cc: FY 2023 Support and Incentive Grant File

Minutes Acceptance: Minutes of Jan 17, 2023 7:45 PM (Reading of the Minutes)

FY 2023 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 and Contractor Certifications](#), the [Commonwealth Terms and Conditions for Human and Social Services](#) or the [Commonwealth IT Terms and Conditions](#) which are incorporated by reference herein. Additional non-conflicting terms may be added by Attachment. Contractors are required to access published forms at CTR Forms: <https://www.macomptroller.org/forms>. Forms are also posted at OSD Forms: <https://www.mass.gov/lists/osd-forms>.

CONTRACTOR LEGAL NAME: City of Melrose (and d/b/a): Melrose Police Department		COMMONWEALTH DEPARTMENT NAME: State 911 Department MMARS Department Code: EPS	
Legal Address: (W-9, W-4): 562 Main Street, Melrose MA 02176		Business Mailing Address: 151 Campanelli Drive, Suite A, Middleborough, MA 02346	
Contract Manager: Kim Upton	Phone: 781.979.4457	Billing Address (if different):	
E-Mail: kupton@cityofmelrose.org	Fax: 781.979.4488	Contract Manager: Cindy Reynolds	Phone: 508-821-7299
Contractor Vendor Code: VC 6000192116		E-Mail: 911DeptGrants@mass.gov	Fax: 508-947-1452
Vendor Code Address ID (e.g. "AD001"): AD 001 (Note: The Address ID must be set up for EFT payments.)		MMARS Doc ID(s): CT EPS SUPG	
X NEW CONTRACT		CONTRACT AMENDMENT	
PROCUREMENT OR EXCEPTION TYPE: (Check one option only) ☐ Statewide Contract (OSD or an OSD-designated Department) ☐ Collective Purchase (Attach OSD approval, scope, 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)		Enter Current Contract End Date <u>Prior</u> to Amendment: _____, 20____. Enter Amendment Amount: \$ _____ (or "no change") AMENDMENT TYPE: (Check one option only. Attach details of amendment changes.) ☐ Amendment to Date, Scope or Budget (Attach updated scope and budget) ☐ Interim Contract (Attach justification for Interim Contract and updated scope/budget) ☐ Contract Employee (Attach any updates to scope or budget) ☐ Other Procurement Exception (Attach authorizing language/justification and updated scope and budget)	
The Standard Contract Form Instructions and Contractor Certifications and the following Commonwealth Terms and Conditions document are incorporated by reference into this Contract and are legally binding: (Check ONE option): ☒ Commonwealth Terms and Conditions ☐ Commonwealth Terms and Conditions For Human and Social Services ☐ Commonwealth IT Terms and Conditions			
COMPENSATION: (Check ONE option): The Department certifies that payments for authorized performance accepted in accordance with the terms of this Contract will be supported in the state accounting system by sufficient appropriations or other non-appropriated funds, subject to intercept for Commonwealth owed debts under 815 CMR 9.00 . ☐ Rate Contract. (No Maximum Obligation) Attach details of all rates, units, calculations, conditions or terms and any changes if rates or terms are being amended. ☒ Maximum Obligation Contract. Enter total maximum obligation for total duration of this contract (or new total if Contract is being amended). \$ <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 (M.G.L. c. 29, § 23A); — only initial payment (subsequent payments scheduled to support standard EFT 45 day payment cycle. See Prompt Pay Discounts Policy.)			
BRIEF DESCRIPTION OF CONTRACT PERFORMANCE or REASON FOR AMENDMENT: (Enter the Contract title, purpose, fiscal year(s) and a detailed description of the scope of performance or what is being amended for a Contract Amendment. Attach all supporting documentation and justifications.) Contract is for the reimbursement of funds under the State 911 Department FY 2023 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 LATER 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 PRIOR to the Effective Date below, and the parties agree that payments for any obligations incurred prior to the Effective Date are authorized to be made either as settlement payments or as authorized reimbursement payments, and that the details and circumstances of all obligations under this Contract are attached and incorporated into this Contract. Acceptance of payments forever releases the Commonwealth from further claims related to these obligations.			
CONTRACT END DATE: Contract performance shall terminate as of <u>June 30, 2023</u> , with no new obligations being incurred after this date unless the Contract is properly amended, provided that the terms of this Contract and performance expectations and obligations shall survive its termination for the purpose of resolving any claim or dispute, for completing any negotiated terms and warranties, to allow any close out or transition performance, reporting, invoicing or final payments, or during any lapse between amendments.			
CERTIFICATIONS: Notwithstanding verbal or other representations by the parties, the "Effective Date" of this Contract or Amendment shall be the latest date that this Contract or Amendment has been executed by an authorized signatory of the Contractor, the Department, or a later Contract or Amendment Start Date specified above, subject to any required approvals. The Contractor certifies that they have accessed and reviewed all documents incorporated by reference as electronically published and the Contractor makes all certifications required under the Standard Contract Form Instructions and Contractor Certifications under the pains and penalties of perjury, and further agrees to provide any required documentation upon request to support compliance, and agrees that all terms governing performance of this Contract and doing business in Massachusetts are attached or incorporated by reference herein according to the following hierarchy of document precedence, the applicable Commonwealth Terms and Conditions, this Standard Contract Form, the Standard Contract Form Instructions and Contractor Certifications, the Request for Response (RFR) or other solicitation, the Contractor's Response (excluding any language stricken by a Department as unacceptable, and additional negotiated terms, provided that additional negotiated terms will take precedence over the relevant terms in the RFR and the Contractor's Response only if made using the process outlined in 801 CMR 21.07 , incorporated herein, provided that any amended RFR or Response terms result in best value, lower costs, or a more cost effective Contract.			
AUTHORIZING SIGNATURE FOR THE CONTRACTOR: X: <u>[Signature]</u> Date: <u>10/14/2022</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>11/2/22</u> (Signature and Date Must Be Handwritten at Time of Signature) Print Name: Frank Pozniak Print Title: Executive Director	

(Updated 6/30/20)

All Cert's
✓ (12)

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

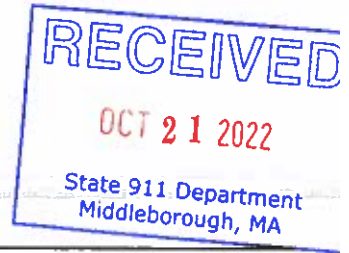
[illegible]

Minutes Acceptance: Minutes of Jan 17, 2023 7:45 PM (Reading of the Minutes)

FY 2023 SUPPORT AND INCENTIVE GRANT

Type of PSAP: (please check one)

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



Name of Eligible Entity (PSAP/RECC)

Melrose Police Department

Address

56 West Foster Street

City/Town/Zip

Melrose / MA / 02176

Telephone Number

781.665.1212

Fax Number

781.979.4488

Website

melrosepolice.net

Name & Title of Authorized Signatory

Michael L. Lyle / Chief of Police

Telephone Number

781.979.4468

Email Address

mlyle@cityofmelrose.org

Name & Title of Grant Contract Manager

Kim Upton / Office Manager

Telephone Number

781.979.4457

Email Address

kupton@cityofmelrose.org

Total Grant Program funds requested:

\$ 90,505.00

REQUIRED

- ☒ Applicant has a continuity of operations plan (COOP)
☒ Applicant acknowledges its Alternate PSAP

Goal and Desired Outcome

Through its submission of this application to the State 911 Department, the applying governmental entity affirms that the primary goal of the State 911 Department PSAP and RECC Support and Incentive Grant Program is to assist PSAPs and RECCs in providing enhanced 911 service and to foster the development of regional PSAPs, regional secondary PSAPs and RECCs.

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

Signed under the penalties of perjury this 14 day of October, 20 22.

ORIGINAL SIGNATURE OF AUTHORIZING SIGNATORY

Minutes Acceptance: Minutes of Jan 17, 2023 7:45 PM (Reading of the Minutes)

FY 2023 SUPPORT AND INCENTIVE GRANT

BUDGET SUMMARY

Primary PSAP, Regional PSAP, Regional Secondary PSAP, & RECC	
CATEGORY	AMOUNT
A. Enhanced 911 Telecommunicator Personnel Costs	\$ 72,029.00
B. Heat, Ventilation, Air Conditioning, and Other Environmental Control Equipment	\$ 350.00
C. Computer-Aided Dispatch Systems	\$ 12,920.00
D. Radio Console	\$ 3,456.00
E. Console Furniture and Dispatcher Chairs	\$ 0.00
F. Fire Alarm Receiving and Alerting Equipment Associated with Providing Enhanced 911 Service	\$ 0.00
G. Other Equipment	\$ 1,750.00
TOTAL*	\$ 90,505.00

*Total amount must exactly match amount requested on application page

Minutes Acceptance: Minutes of Jan 17, 2023 7:45 PM (Reading of the Minutes)

FY 2023 SUPPORT AND INCENTIVE GRANT

DETAIL NARRATIVE

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

A. Enhanced 911 Telecommunicator Personnel Costs – to defray the costs of salary for enhanced 911 telecommunicator personnel, including enhanced 911 telecommunicators who are emergency communications dispatchers or supervisors. In order to be eligible for such funding, a grantee shall show that the personnel costs to be reimbursed: (1) cover only personnel who are trained and certified as an enhanced 911 telecommunicator in accordance with the requirements of the State 911 Department, or are in the process of obtaining such certification, in accordance with the requirements of the State 911 Department; and (2) except as otherwise approved by the State 911 Department, are solely for hours in which such personnel are working in the capacity of an enhanced 911 telecommunicator as their primary job function; and (3) except as otherwise approved by the State 911 Department, are solely for hours in which such personnel are conducting quality control/quality assurance of 911 calls. Reimbursement may be allowed for straight time costs for on the job training for new telecommunicators who are in the process of obtaining certification as an enhanced 911 telecommunicator, in accordance with the requirements of the State 911 Department. Reimbursement for personnel costs related to training may be allowed only for training courses that have been approved by the State 911 Department under the Fiscal Year 2023 State 911 Department Training Grant, or with the prior written approval of the State 911 Department. Reimbursement for personnel costs for individuals who have other primary job duties not directly related to enhanced 911 service, such as firefighters or police officers who may occasionally be assigned PSAP enhanced 911 telecommunicator duty, may be allowed only for the documented hours in which the employee is acting primarily in the capacity of an enhanced 911 telecommunicator. For example, if a police officer or firefighter is assigned to work as an enhanced 911 telecommunicator 1 day a week, funding from these grants may only be used to cover the portion of such firefighter or police officer's salary for the 1 day a week that he or she is assigned to enhanced 911 telecommunicator duty. Funding awarded through these grants shall be assigned to specific identified personnel, and the funding shall be applied to the personnel costs associated with such specific identified personnel.

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

☒ Attach Appendix A

Total Category A **\$ 72029.00**

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

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

Description:

This is the Melrose Police Dispatch room air conditioning annual maintenance and service quote.

Vendor: U.S. Fuel Inc.

☒ Attach Quote and mark with letter B

Total Category B

\$ 350.00

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US FUEL, INC.
376 Washington Street
Malden, MA 02148
(781) 322-8545

DATE

July 1, 2022 -
June 30, 2023

BILL TO

Melrose Police Department
56 West Foster Street
Melrose, MA 02176

SITE

Melrose Police Department
56 West Foster Street
Melrose, MA 02176

▼ TEAR HERE

PLEASE RETURN THIS PORTION WITH YOUR PAYMENT

AMOUNT ENCLOSED \$

Service 2 A/C's 911 dispatch room \$350.00

Total due: \$350.00

FY 2023 SUPPORT AND INCENTIVE GRANT

Please make sure that every item listed in the above Budget Worksheet is listed in the narrative below with a detailed description including category of item, price per unit, quantity, brand, model and any other pertinent and available information. Please include any and all quotes to support the budget narrative. Please use additional pages if needed.

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

C. Computer-aided Dispatch Systems

Description(s):

The Melrose Police need to upgrade/replace two installed Police Cruiser laptops that are obsolete and no longer supported. They are used to interactively exchange timely information transfer between the cruiser and dispatch on a silent dispatch channel. The upgraded model is a Rugged Tablet, that is more conducive to the space limitation and functionality needed for the cruisers.

Are the requested items linked to CAD? YES

Where will the requested items be located? Installed in the Police Cruisers

What will be displayed on monitors, if requested? Melrose Police Department CAD System

Vendor(s): HIQ Computers

☒ Attach Quote and mark with letter C

Total Category C

\$ 12,920.00

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HIQ COMPUTERS
477 Riverside Ave.
Medford, MA 02155
617-951-4650
617-951-4651

Quote No: 35219
Date: 10/26/22
Page: 1

6.A.1.a

Sold To: Mike Lyle
Melrose Police Department
56 W Foster St
Melrose, MA 02176

Customer No: 2026
Phone No: (781) 665-1212

Ship To: Mike Lyle
Melrose Police Department
56 W Foster St
Melrose, MA 02176

Salesperson: #23 - David

Item Description	Qty	Unit Price	Amount
-> MASS. ITC73 CONTRACT <-	1	0.00	0.00
GETAC : F110 G6 Fully Rugged 11.	2	3410.00	6820.00
GETAC : F110 G6 Fully Rugged 11.6IN Tablet, Intel Core i5-8265U Processor 1.6GHz, 11.6IN W/Webcam, Windows 10 Pro+8GB RAM, 256GB PCIe SSD, Sunlight Readable, Rear Camera, WiFi+BT+GPS+4G LTE+Passthrough,, 3 Year B2B Warranty✓			
GETAC : Getac 11-16V, 22-32V DC	2	120.00	240.00
GETAC : Getac 11-16V, 22-32V DC Vehicle adapter / Charger (120W for Docking Station)			
Havis Charge Guard- Vehicle Time	2	110.00	220.00
GETAC : F110G5 & G6 - Havis, DS-	2	845.00	1690.00
GETAC : F110G5 & G6 - Havis, DS-GTC-221-3, Vehicle Dock, with Tri Pass-through (ex. vehicle adapter)			
Tablet and Keyboard Mount with T	2	770.00	1540.00
Tablet and Keyboard Mount with Two Telescopic Posts. 12" Tablet Post with G.R.I.P. Tilt/Swivel and Single Arm with Universal Display Bracket with VESA 75, VESA 100 & 2X4 Patterns (UDB-01). 10" Keyboard Post with G.R.I.P. Tilt/Swivel and Double Arm with Triple Pivot and Adjustable Tray for 12" Keyboard. Telescopic Mid Section with the Next Generation Under the			

(Continued on Next Page ...)

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HIQ COMPUTERS
477 Riverside Ave.
Medford, MA 02155
617-951-4650
617-951-4651

Quote No: 35219
Date: 10/26/22
Page: 2

6.A.1.a

Sold To: Mike Lyle
Melrose Police Department
56 W Foster St
Melrose, MA 02176

Customer No: 2026
Phone No: (781) 665-1212

Ship To: Mike Lyle
Melrose Police Department
56 W Foster St
Melrose, MA 02176

Salesperson: #23 - David

Item Description	Qty	Unit Price	Amount
Seat UNIBASE EVOLUTION (See list of vehicles)			
GPS/GNSS/CELL/WIFI ANT 3x 3m SMA	2	130.00	260.00
TG3 ELECTRONICS INC : Rubber Key	2	220.00	440.00
TG3 ELECTRONICS INC : Rubber Keyboard; Rugged Rubber 83 Key Keyboard W/ Touchpad and Red Backlighting. Coiled Cord and USB			
Installation of Computer + Anten	2	855.00	1710.00

PJ Systems Inc., DBA HiQ Computers
is a certified Minority Business Enterprise
(MBE).

This quote is valid for 30 days

Sub-Total: 12920.00
:
Shipping: 0.00
Tax [0]: EXEMPT*
Total: 12920.00

T h a n k
Y o u

Minutes Acceptance: Minutes of Jan 17, 2023 7:45 PM (Reading of the Minutes)

FY 2023 SUPPORT AND INCENTIVE GRANT

Please make sure that every item listed in the above Budget Worksheet is listed in the narrative below with a detailed description including category of item, price per unit, quantity, brand, model and any other pertinent and available information. Please include any and all quotes to support the budget narrative. Please use additional pages if needed.

D. Radio Consoles – to defray costs associated with the purchase, installation, replacement, maintenance, and/or upgrade of radio consoles to be used at primary PSAPs, regional PSAPs, regional secondary PSAPs, and RECCs. Such funds may only be used to purchase, install, replace, maintain, and/or upgrade such radio consoles used in the physical space used for the provision of enhanced 911 service. All radio consoles shall comply with EOPSS Statewide Inter-Operability Emergency Communications (“SIEC”) special conditions, as may be amended from time to time. The State 911 Department will submit requests for such funding to the SIEC and/or the Statewide Interoperability Coordinator (“SWIC”) for review and confirmation that the requested item(s) comply with the SIEC special conditions. The SIEC special conditions are available at:

<http://www.mass.gov/eopss/docs/ogr/homesecc/sd-siec-specialconditionsradiofrequenciesdec09.pdf>.

Questions relating to the SIEC special conditions should be directed to the SWIC. You may e-mail the SWIC at MA.SWIC@mass.gov.

Applicants requesting funds for interoperable communications components, such as radios, or other communication system components must include with their grant application the Interoperable Communications Investment Proposal (ICIP). The ICIP Template can be found here [ICIP Template Download \(mass.gov\)](#).

D. Radio Consoles

Description(s): This is the annual maintenance and service contract for the three position dispatch console. The contract covers all maintenance for the fiscal year 2023. Only the console maintenance portion of the service contract has been included.

Vendor(s): Cyber Communications, Inc.

☒ Attach Quote and mark with letter D

Total Category D

\$ 3,456.00 ✓

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Cyber Communications, Inc.
56 Holton Street
Woburn, MA 01801
Office (781) 647-1010
FAX (781) 647-5943

PSE-01 SERVICE AGREEMENT

DATE: 6/20/2022

CUSTOMER:

Melrose Police Department

ATTN:

Chief Michael Lyle

BILLING ADDRESS:

56 West Foster Street

CITY:

Melrose

STATE: MA

ZIP: 02176

CONTRACT START DATE:

7/1/2022

YES

Auto Renewal

EXPIRATION DATE:

6/30/2023

XX

NO

PLACE OF SERVICE				MONTHLY SVC AMOUNT	
QTY	MODEL NUMBER/SERIAL	CUSTOMER LOCATION	SVC CTR DRIVE #	PER UNIT	EXTENDED
2	MCC5500 Consoles	X		100.00	200.00
2	Console CPU's	X		32.00	64.00
1	GTR8000 Rptr (main)	X		99.00	99.00
1	GTR8000 Rptr (standby)	X		99.00	99.00
2	GPW8000 Satellite Rcvrs	X		34.50	69.00
1	JPS SNN12 Comparator	X		22.95	22.95
5	Signal Voter Modules	X		5.00	25.00
1	Quantar BAPERN Station	X		T&M	T&M
1	Digital Interface Unit	X		T&M	T&M
1	APX7500 Console	X		32.00	32.00
2	MC1000 Tone Remotes	X		12.00	24.00
1	GPW8000 Satellite Rcvrs	X			
*** Subscribers **					
10	XTL2500 Mobile Radios	X		T&M	T&M
37	XTS1500 Portable Radios	X		T&M	T&M
9	APX4000 Portable Radios	X		T&M	T&M
11	EX500 Portable Radios	X		T&M	T&M
PAYMENT CYCLE:				TOTAL PER MONTH	\$ 2,687.95
[X] ANNUALLY				TAXES	\$ 3,156.00
[] SEMI-ANNUALLY				Annual Total	\$ 7,619.40
[] QUARTERLY				THE ABOVE SERVICE AMOUNT IS SUBJECT TO STATE & LOCAL TAXING JURISDICTIONS, TO BE VERIFIED BY MOTOROLA.	
TAX EXEMPT:				[X] YES, ATTACH CERT.	
[] NO				[] NO	

SIC CODE

CUSTOMER/AGREEMENT ORDER #:

CUSTOMER #:

BILL TO EQUIP AT

TAG #:

(CIRCLE ONE)

DIVISION: Woburn

CUSTOMER CONTACT: Chief Mike Lyle

mlyle@cityofmelrose.org

CUSTOMER PHONE #: 781-979-4461

SPECIAL INSTRUCTIONS: T&M (time and materials) items are no longer supported by OEM, see P4

TOTAL ANNUAL COST: \$7,619.40 One year service agreement with once annual billing. This is not an invoice, you will be billed separately.

HOURS OF SERVICE: 24/7/365 including nights, weekends and holidays for service on all Fixed Network Equipment. Subscriber Radios are covered during regular business hours, Monday - Friday 8:00am - 4:30pm.

This service agreement includes a once annual tune-up and alignment on all FNE in full compliance with State of Massachusetts PSE-01 Contract, awarded DEC 2021.

For Service Call 781-647-1010

Additional terms and conditions are printed on the attached pages two and three. After reading, please acknowledge your agreement by signing below:

Michael Lyle

Michael Lyle (Jun 28, 2022 07:23 EDT)

AUTHORIZED CUSTOMER SIGNATURE/P.O.# TITLE DATE

IS PO REQUIRED? [] YES, ATTACH PO [] NO, PO NOT REQUIRED

Joe Hirschfeld

781-647-1010

CYBERCOMM SALES/SERVICE REPRESENTATIVE (SIGNATURE)

TELEPHONE

Joe Hirschfeld

781-647-5943

CYBERCOMM SALES/SERVICE REPRESENTATIVE (PRINT NAME)

FAX

911DeptGrants (911)

From: Fournier, Normand (911)
Sent: Thursday, October 27, 2022 12:13 PM
To: 911DeptGrants (911)
Subject: RE: Radio Service Agreement - Melrose

This is good. I would provide Richs comments regarding the End of Life. I would also recommend these folks reach out to him directly if they have additional questions.

Hi Norm –

I believe only the highlighted items are the ones being requested. I offer the following comments.

MCC5500 Consoles are far beyond end of life and have not been supported by the manufacturer (Motorola) for several years now. Software upgrades and parts are no longer available as far as I am aware. I don't know how Cyber is offering them a maint contract for something in this state as many others have refused to, based on the above. I have reviewed other projects that have had funding requests to entirely replace these consoles using grant funds citing these reasons and concerns for "catastrophic failure" with no option if they remain....

Without more specifics on the other parts listed, I cannot say the same for them, but I can only assume they are similar giving their connection to this dated equipment.

That being said, There are not specific compliance concerns other than what I've mentioned here.

Sincerely,

Regards

Norm Fournier
 Deputy Executive Director
 Massachusetts State 911 Department
 151 Campanelli Drive, Suite A
 Middleborough MA 02346
 508-821-7209 (p)
 508-828-2585 (f)

From: 911DeptGrants (911) <911deptgrants@mass.gov>
Sent: Wednesday, October 26, 2022 11:16 AM
To: Fournier, Normand (911) <norm.fournier@mass.gov>
Subject: Radio Service Agreement - Melrose

Hi Norm,

Attached is Melrose's Radio Console Service Agreement for your approval; I highlighted the eligible items based on your past year approvals.



SERVICE AGREEMENT TERMS AND CONDITIONS

1. **DEFINITIONS.** "Agreement" shall mean the first page (the "Schedule") and these Terms and Conditions. "CyberComm" shall mean Cyber Communications Solutions, Inc.; "Customer" shall mean the customer named on the Schedule of this Agreement; and "Product" shall mean collectively the Equipment and Software which CyberComm and Customer agree to be serviced pursuant to this Agreement. Product is listed on the Schedule of this Agreement. "Service" refers to the services to be provided by CyberComm as set forth in paragraph 3 below. "Payment Period" shall be the calendar month unless otherwise specified on the Schedule. "Expiration Date" shall mean the last day of the service term indicated on the Schedule.
2. **ACCEPTANCE.** This Agreement shall become effective only when acknowledged in writing by CyberComm's Service Department; the banking, negotiation or other use of any payment shall not constitute an acceptance by CyberComm. It is agreed that Service shall be provided only on the terms and conditions contained in this Agreement and that pre-existing deficiencies with the Product are not included within the scope of CyberComm's obligations. CyberComm shall not be bound by terms and conditions in Customer's purchase order or elsewhere unless expressly agreed to in writing.
3. **SERVICE DEFINED; EXCLUSIONS FROM SERVICE**
 - a. CyberComm agrees to provide Service for the Customer for the Product. The Service shall begin and end on the dates set forth on the Schedule of this Agreement. CyberComm shall also Service other Product purchased by customer during the term of this Agreement on the same terms and conditions set forth in this Agreement at the then current service fees for such Product. Upon delivery of such other Product to Customer, service fees for Service of such other Product shall be added to the billing on the billing cycle next following expiration of the labor warranty on such other Product. In the event of loss, damage or theft of any Product, Customer shall immediately report the loss, damage or theft in writing to CyberComm. In this event, Customer's obligation to pay service fees with respect to any such Product shall terminate at the end of the month in which CyberComm receives such written report.
 - b. Mobile products shall be removed and reinstalled in different vehicles at Customer's request for the service fee in effect at the time of Customer's request. Portable coverage does not include antennas, batteries, case or speaker-microphones.
 - c. This Agreement does not include service of any transmission line, antenna, tower or tower lighting, unless such work is described on the Schedule of this Agreement. Service shall include the labor and parts required to repair Product which has become defective through normal wear and usage. Service does not include consumables and their installation. Service does not include the repair or replacement of Product which has otherwise become defective, including, but not limited to, damage caused by accidents, physical or electronic abuse or misuse, acts of God, fires, lightning and power surges, water damage, dropped, crushed, rodent damage or other casualty, or repair service conducted by unauthorized agents, or third party vendors or contractors. Service performed for non-covered repairs shall be billed at CyberComm's contract rate applicable for such Service. Product under contract must be maintained in environmental conditions as set forth in the Product specifications and damage resulting from environmental conditions not conforming to the specifications is not covered by this Agreement.
 - d. Where telephone lines and telephone products are used in conjunction with Product, CyberComm shall have no obligation or responsibility for such telephone lines or telephone products but shall, upon request, make initial notification to the telephone company of any leased line circuit failure. Any assistance provided beyond the initial notification to the telephone company shall be billed at the prevailing service rate in effect at the time of said assistance unless the Customer has subscribed to the telephone company leased line option and so noted on the Schedule of this service agreement.
 - e. Customer shall indicate on the Schedule of this Agreement any Product which is intrinsically safe so that appropriate parts and procedures may be used to maintain such status.
 - f. At the expiration of twelve (12) months after the commencement of Service hereunder (or any time thereafter), if Product cannot in CyberComm's opinion be properly or economically repaired, because of excessive wear, deterioration or unavailability of parts, or other similar reason, CyberComm, at its sole option, upon thirty (30) days prior written notice to Customer, may either: (1) remove such Product from this Agreement; or (2) may increase the fee to Service such Product. Customer shall have thirty (30) days from receipt of notice of fee increase to object to such increase. If Customer timely objects to such increase, CyberComm shall then have the option to remove such Product from coverage by this Agreement. Customer's obligation to pay Service fees with respect to Product so removed from this Agreement shall terminate at the end of the Payment Period within which such Product is removed.
4. **SERVICE STANDARDS.** The Product shall be serviced by CyberComm in accordance with the following standards; (i) Product manufacturer parts or parts of equal quality shall be used; (ii) the Product shall be serviced at levels set forth in Product manuals; and (iii) routine service procedures prescribed from time to time by the Product manufacturer for its Product shall be followed.
5. **TIME AND PLACE OF SERVICE.**
 - a. Mobile and portable products shall be delivered by Customer to the CyberComm service center indicated on the Schedule of this Agreement "Primary Service Center". Service shall be performed primarily at the Primary Service Center specified on the Schedule of this Agreement, but may be performed at any other CyberComm Service Center at the option of CyberComm and returned to the Primary Service Center for Customer pickup. Where Service is to be performed at the location of the Product, Customer shall furnish shelter, heat, light and power at these locations. Customer shall notify CyberComm immediately of Product failure, allow CyberComm full and free access to the Product, and cooperate fully with CyberComm in servicing of the Product. Waiver of liability by CyberComm against Customer or other restrictions shall not be imposed by Customer as a site access requirement. Customer shall allow CyberComm full and free access to the Product. Customer shall allow CyberComm to use necessary machines, communications, facilities, features and other product (except as normally supplied by CyberComm) at no charge.
 - b. Hours of service under this Agreement shall be the normal working hours, excluding holidays, of the CyberComm Service Center unless otherwise indicated on the front side of this Agreement. Fixed equipment is covered twenty four hours daily, seven days a week, including all nights, weekends, and holidays. Response time for fixed infrastructure equipment shall be within four hours. Mobile and portable products are covered during normal business hours which are presently Monday – Friday 8:00am – 4:30pm.
 - c. A once annual "Tune-up and Alignment" will be performed upon Customer's request at a mutually agreed upon date and time to insure fixed-end infrastructure equipment meets original manufacturers specifications. Said "Tune-up and Alignment" shall be performed at no additional cost to the Customer provided the agreed upon Service fees are not in arrears.

6. **PAYMENT/TAXES.** On or about the date each payment is due as set forth on the Schedule, CyberComm shall send Customer an invoice covering the Service fees for the next Payment Period. All other charges shall be billed monthly, and the Customer shall pay the amount of each invoice within ten (10) days to the CyberComm office designated by CyberComm. Each invoice shall be due and payable whether or not the Product is operating, and CyberComm may terminate this Agreement by giving Customer ten (10) days' notice if Customer defaults in its payment to CyberComm. Customer shall reimburse CyberComm for all property taxes, sales and use taxes, excise taxes, and other taxes or assessments now or hereafter imposed by authority of any Federal, State or Local law, rule or regulation with respect to the Service of the Product except State and Federal income taxes of CyberComm. The labor rate for service agreement customers is \$160.00 per hour during regular business hours which is Monday through Friday 8:00am through 4:30pm, excluding holidays and officially declared government and weather safety emergencies. Tower climbing is not included.
7. **RIGHT TO SUBCONTRACT.** CyberComm shall have the right to subcontract in whole or in part the Service called for by this Agreement. CyberComm shall notify Customer of the name and address of each subcontractor.
8. **RENEWAL.** Prior to the Expiration Date, a new service agreement will be presented to the Customer for an authorized signature of acceptance from Customer. CyberComm or Customer may terminate this Agreement on the Expiration Date. If this Agreement is not terminated and no new service agreement entered into by the parties, this Agreement will continue from month-to-month upon the terms set forth herein.
9. **INTERRUPTION OF SERVICE.** Customer shall notify CyberComm in the event of the failure of any Product. If the CyberComm fails to repair the Product within a reasonable time, Customer shall notify CyberComm in writing. After said notice from Customer to the CyberComm office designated by CyberComm, CyberComm shall be liable for any interruption or interference affecting the use of transmission through the Product maintained to the extent of a pro rata allowance based on the monthly service fee for the time such interruption or interference is attributable to the fault of CyberComm or its subcontractor. CyberComm does not assume and shall have no liability under this Agreement for failure to provide or delay in providing service for the Product due directly or indirectly to causes beyond the control of CyberComm, including, but not restricted to, acts of God, acts of the public enemy, acts of the United States, and State, Territory of the United States, or political subdivision of the foregoing, or the District of Columbia, acts or failure to act of the Customer, its agents, employees or subcontractors, fires, floods, casualty, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather conditions or defaults of CyberComm subcontractors due to any such causes.
10. **WARRANTY LIMITATIONS, EXCEPT AS SPECIFIED IN THIS AGREEMENT, CYBERCOMM DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL CYBERCOMM BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES TO THE FULL EXTENT SUCH MAY BE DISCLAIMED BY LAW.**
11. **FCC AND OTHER GOVERNMENT MATTERS.** Although CyberComm may assist in preparation of the Federal Communications Commission ("FCC") license application, Customer is solely responsible for obtaining any licenses or other authorizations required by the FCC or any other Federal, State or Local governmental agency. Customer is solely responsible to insure that all licenses & permits are kept up to date and in active status. Customer is solely responsible for complying with applicable FCC rules and regulations and the applicable rules and regulations of any other Federal, State or Local governmental entity. Neither CyberComm nor any of its employees is an agent for the Customer in FCC or other governmental matters. Service calls that have been determined to be caused by the reception of radio frequency interference from unknown sources are not covered beyond the original determination of such interference. Any investigative research in determining the source of the interference is the sole responsibility of the customer.
12. **ENTIRE AGREEMENT.** Customer acknowledges that it has read and understands the terms and conditions of the Agreement and agrees to be bound by them, and that this Agreement sets forth the entire agreement and understanding between the parties relating to the subject matter.
13. **AMENDMENT.** No modification of, or additions to, this Agreement shall be binding upon CyberComm unless such modification is in writing and signed by an officer of Cyber Communications Solutions, Inc. authorized to make such revisions and an authorized agent of Customer.
14. **VALIDITY.** If any term or provision of this Agreement shall to any extent be held by a court or other tribunal to be invalid, void or unenforceable, then the term or provision shall be inoperative and void insofar as it is in conflict with law, but the remaining terms and provisions of this Agreement shall nevertheless continue in full force and effect and the rights and obligations of the parties shall be construed and enforced as if this Agreement did not contain the particular term or provision held to be invalid, void or unenforceable.
15. **HEADINGS.** Section and paragraph headings used in this Agreement are for convenience only and are not to be deemed or construed to be part of this Agreement.
16. **LAW.** THIS AGREEMENT AND THE RIGHTS AND DUTIES OF THE PARTIES SHALL BE GOVERNED AND INTERPRETED IN ACCORDANCE WITH THE LAWS OF THE COMMONWEALTH OF MASSACHUSETTS, RHODE ISLAND, NEW HAMPSHIRE, OR CONNECTICUT, DEPENDING ON THE CUSTOMER'S LEGAL ADDRESS/LOCATION.
17. **ASSIGNMENT.** No assignment or transfer, in whole or in part, of this Agreement by Customer shall be binding upon CyberComm without its prior written consent.
18. **WAIVER.** Failure or delay on the part of CyberComm or Customer to exercise any right, power or privilege under this Agreement shall not operate as a waiver of any right, power or privilege of this Agreement.
19. **CIVIL REMEDY.** Except for money due upon an open account, no action shall be brought for any breach of this Agreement more than one (1) year after the accrual of such cause of action except where a shorter limitation period is provided by applicable law.



**MOTOROLA
SOLUTIONS**

Radio Solutions Channel Partner





LIFECYCLE SUPPORT NOTICE

MCC 5500 DISPATCH CONSOLE

OVERVIEW

Motorola Solutions announces the cancellation of the MCC 5500 Dispatch Console. The Motorola Solutions MCC 5500 Dispatch Console is a full-featured conventional radio dispatch console designed to handle dispatch requirements for small to medium-sized communication centers.

MODELS/OPTIONS CANCELLATION ROLLOUT

Legacy Part Number	Product Description
L3359AC	CAB, Console Audio Box
TT05088AA	ADD: 50' CES/CAB Cable (Option)
TT04083AA	ADD: 100' CES/CAB Cable (Option)
TT04080AA	ADD: Remote Operator Option
TT04218AA	ADD CAB II Rack Mount Kit (Option)
L3358A	CES, Central Electronic Shelf
TT04213AA	ADD: Two (2) CO Interface for Telephone (Option)
CA00957AA	ENH: Two (2) yr. Ext Svc Plan / Advanced Replacement per Operator Position
CA00958AA	ENH: Two (2) yr. Ext Svc Plan / Advanced Replacement each Additional CES
L3550A	DAP II, Includes 2 Analog License
L3551A	DAP II, for DC Control Interface Only
TT04090AA	ADD: DC Control Module (4 Channels) (Option)
TT05247AA	ADD: 2 Analog Channels with License 2.5 (Option)
TT05248AA	ADD: 2 SB9600 Channels with License 2.5 (Option)

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TT05249AA	ADD: 2 Digital Channels with License 2.5 (Option)
TT05245AA	ADD: 2 IDEN Channels with License 2.5 (Option)
DDN6924	CSDM Program
DDN8349AC	Spares Package

MILESTONES, CANCELLATION DATES AND LAST SYSTEM SUPPORT

Milestone	Date
Final Order Date	October 30, 2019
Final Ship Date	December 31, 2019
Service Support End	December 31, 2021
End of Release Support	December 31, 2021

REPLACEMENT PRODUCT

Product	Replacement Product
Avtec Scout Enterprise Console Suite	Scout EX, Scout E8 and Scout E4 Information on Scout can be found here .

IMPACTED CUSTOMER SOLUTIONS

Conventional Analog and P25, Motorola Solutions Trunking Analog and P25, LTR and Passport Trunking and IDEN Systems

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QUANTAR PLATFORM

Quantar Base Station/Quantar Receiver/ASTRO-TAC Satellite Receiver (All Bands-UHF/VHF/800/900)

INTENT-TO-CANCEL NOTICE

OVERVIEW

This Intent to Cancel Notice has been updated to reflect an extension in Service Support Dates

Quantar Platform Cancellation –All bands, system types, and options are impacted:

- T5365 or C99ED/001C (Quantar Base Station/Repeater)
 - This includes High Power Booster, SECURENET, and Data Base Station configurations
- T5367 (Quantar Receiver)
- T5889 (ASTRO-TAC Satellite Receiver)
- Software and Hardware Upgrades to existing units are NOT being cancelled at this time

Orders for Quantar Base Station/Receivers and ASTRO-TAC Satellite Receivers will be accepted per the schedule below:

Quantar Family Product - All Bands and Systems	Last Order Date	Last Ship Date
Quantar Base Station, Receiver, ASTRO-TAC Satellite Receiver	9/30/2011	12/31/2011

MODELS/ OPTIONS CANCELLATION ROLLOUT

- The Quantar Base station, Quantar Receiver, and ASTRO-TAC Satellite Receiver will be replaced by the G-Series Base Station and Receiver.
- The MTR3000 station is also an alternative solution for certain Analog Conventional, and Digital (MOTOTRBO) Trunking applications.
- Note: The Quantar Base Station, Quantar Receiver, and ASTRO-TAC Satellite Receiver are included in the U.S. Government Services Administration contract (GSA).

Updated Feb 27, 2012

INTERNAL USE ONLY

Minutes Acceptance: Minutes of Jan 17, 2023 7:45 PM (Reading of the Minutes)



REPLACEMENT PRODUCT

Please see details below for the planned replacement timeframes based on system type:

System Type	GTR 8000 Station	GPW 8000 Receiver	MTR3000 Station
ASTRO 25 Trunking	Available Now	**	N/A
ASTRO Digital Conventional	**	**	N/A
MOTOTRBO Digital Conventional	N/A	N/A	UHF - Q1, 2010 800/900 ** VHF **
Analog Conventional	**	**	UHF - Q1, 2010 800/900 ** VHF **
Mixed-Mode ASTRO Conventional	**	**	N/A
Analog Trunking (SN/SZ)*	No Replacement	No Replacement	N/A
Digital Trunking (SN/SZ)*	No Replacement	No Replacement	N/A

- * Analog and Digital SMARTNET and SmartZone systems will reach the end of their system lifecycles for adding new channels at the end of 2011. No replacement will be available.
- ** Please contact your Motorola sales representative for product availability.

CUSTOMER CANCELLATION IMPACT

- The Quantar Base Station/Receiver and ASTRO-TAC Satellite Receiver (all bands- UHF/VHF/800MHz/900MHz) cancellation is effective in ALL regions (North America, Latin America, Asia Pacific, Europe, Middle East, Africa, and Israel) where product models and corresponding hardware options and accessories are sold.

SERVICE IMPLICATIONS OF CANCELLATION

- Commercially reasonable efforts will be made for aftermarket product support for the Quantar Base Station/Receiver & ASTRO-TAC Satellite Receiver through December 31, 2020 via the Customer Fulfillment Centers (CFC).

Quantar Product Family	Last Shipment Date	Service Support End Date
Quantar Base Station/Receiver & ASTRO-TAC Satellite Receiver	12/31/2011	12/31/2020*

*please note that this date has been extended from 12/31/2018 as of 1/1/12

Updated Feb 27, 2012

INTERNAL USE ONLY

Minutes Acceptance: Minutes of Jan 17, 2023 7:45 PM (Reading of the Minutes)



XTL™ 2500 Models

INTENT-TO-CANCEL NOTICE

OVERVIEW

The purpose of this notification is to inform ASTRO® 25 Subscriber Owners of a Cancellation of the XTL 2500 radio models on November 30, 2014. It is recommended that last time purchases be considered at this time to cover anticipated or planned customer expansion and lifetime spare units.

XTL 2500 Last Order Entry: October 31, 2014

All XTL 2500 ECAT (Electronic Price Pages) will be pulled from visibility no later than the second week of November 2014.

XTL 2500 Last Customer Scheduled Ship Date: November 30, 2014

(Schaumburg factory (SCOG))

No customer ship dates will be scheduled after this date.

XTL 2500 Last Field Service 5 years Support to conclude: December 31, 2019

MODELS/ OPTIONS CANCELLATION ROLLOUT

Listed below are the XTL 2500 models -

Radio Model	Frequency	Watt	Output	Description
M21URM9PW1AN	7/8 (764-870)	10-35 Watt	MID	XTL 2500 MOBILE 7/8 MHZ MID
M21URM9PW2AN	7/8 (764-870)	10-35 Watt	MID	XTL 2500 MOBILE 7/8 MHZ MID RB
M21QSM9PW1AN	UHFR1 (380-470)	10-40 Watt	MID	XTL 2500 MOBILE UHFR1 MID
M21QTM9PW1AN	UHFR1 (136-174)	25-110 Watt	HIGH	XTL 2500 MOBILE UHFR1 HIGH
M21SSM9PW1AN	UHFR2 (450-520)	10-40 Watt	MID	XTL 2500 MOBILE UHFR2 MID
M21KSM9PW1AN	VHF (136-174)	10-50 Watt	MID	XTL 2500 MOBILE VHF MID
M21KTM9PW1AN	VHF (136-174)	25-110 Watt	HIGH	XTL 2500 MOBILE VHF HIGH
M21WRS9PW1AN	900 (896-941)	10-30 Watt	MID	XTL 2500 MOBILE 900 MHZ MID

Note: There is no dedicated accessory APC for this product, or Government Services Administration (GSA) requirements. There are no accessories being cancelled with this Intent to Cancel.



XTS 1500 Models

INTENT-TO-CANCEL NOTICE

OVERVIEW

The purpose of this notification is to inform ASTRO 25 Subscriber Owners of a Cancellation of the XTS 1500 radio models on November 30, 2014. It is recommended that last time purchases be considered at this time to cover anticipated or planned customer expansion and lifetime spare units.

XTS 1500 Last Order Entry: October 31, 2014

All XTS 1500 ECAT (Electronic Price Pages) will be pulled from visibility no later than the second week of November 2014.

XTS 1500 Last Customer Scheduled Ship Date: November 30, 2014

(Schaumburg factory (SCOG))

No customer ship dates will be scheduled after this date.

XTS 1500 Last Field Service 5 years Support to conclude: December 31, 2019

MODELS/ OPTIONS CANCELLATION ROLLOUT

Listed below are the XTS 1500 models (Cancellation Includes "AN" and "BN" Models) -

Radio Model	Frequency	Watt	Description	APC
H66KDC9PW5_N	VHF (136-174)	1-5 Watt	XTS 1500 MODEL 1.5 PORTABLE	687
H66KDD9PW5_N	VHF (136-174)	1-5 Watt	XTS 1500 MODEL 1.5 PORTABLE	687
H66QDC9PW5_N	UHF R1 (380-470)	1-5 Watt	XTS 1500 MODEL 1.5 PORTABLE	687
H66QDD9PW5_N	UHF R1 (380-470)	1-5 Watt	XTS 1500 MODEL 1.5 PORTABLE	687
H66SDC9PW5_N	UHF R2 (450-520)	1-5 Watt	XTS 1500 MODEL 1.5 PORTABLE	687
H66SDD9PW5_N	UHF R2 (450-520)	1-5 Watt	XTS 1500 MODEL 1.5 PORTABLE	687
H66UCC9PW5_N	7/8 (764-870)	1-3 Watt	XTS 1500 MODEL 1.5 PORTABLE	687
H66UCD9PW5_N	7/8 (764-870)	1-3 Watt	XTS 1500 MODEL 1.5 PORTABLE	687
H66WCD9PW5_N	900 (896-941)	1-2.5 Watt	XTS 1500 MODEL 1.5 PORTABLE	687

Note: There is no dedicated accessory APC for this product, or Government Services Administration (GSA) requirements. There are no accessories being cancelled with this Intent to Cancel.

REPLACEMENT PRODUCT

The APX 1000 will replace the XTS 1500. The APX 1000 will be available for order: (Aug 2014 - 700/800MHz & UHF R1, Dec 2014 - VHF & UHF R2). The APX 1000 delivers all the benefits of TDMA technology, as well as data functionality in a small compact form factor.

Please visit InSite - ASTRO 25 Subscriber at a Glance Brochure to learn more about the APX 1000 products. <https://insite.motorolasolutions.com/viewcontent.asp?qv=1&docid=16053>

June 2014

INTERNAL USE ONLY

Minutes Acceptance: Minutes of Jan 17, 2023 7:45 PM (Reading of the Minutes)

Melrose PD Radio Service Renewal Agreement FY23__cybercomm

Final Audit Report

2022-06-28

Created:	2022-06-27
By:	Joe Hirschfeld (jhirschfeld@cybercomminc.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAJ5DJVUZPg3kDrevSFGk4X1U5FWNbM7

"Melrose PD Radio Service Renewal Agreement FY23__cybercomm" History

 Document created by Joe Hirschfeld (jhirschfeld@cybercomminc.com)
2022-06-27 - 8:02:10 PM GMT - IP address: 75.69.11.18

 Document emailed to mlyle@cityofmelrose.org for signature
2022-06-27 - 8:02:25 PM GMT

 Email viewed by mlyle@cityofmelrose.org
2022-06-28 - 11:22:51 AM GMT - IP address: 54.147.246.36

 Document e-signed by Michael L. Lyle (mlyle@cityofmelrose.org)
Signature Date: 2022-06-28 - 11:23:29 AM GMT - Time Source: server - IP address: 100.0.209.130

 Agreement completed.
2022-06-28 - 11:23:29 AM GMT

FY 2023 SUPPORT AND INCENTIVE GRANT

Please make sure that every item listed in the above Budget Worksheet is listed in the narrative below with a detailed description including category of item, price per unit, quantity, brand, model, and any other pertinent and available information. Please include any and all quotes to support the budget narrative. Please use additional pages if needed.

G. Other Equipment and Related Maintenance Associated with Providing Enhanced 911 Service – to defray costs associated with the purchase, installation, replacement, and/or maintenance of other equipment used in the physical space used for the provision of enhanced 911 service, except as otherwise approved by the State 911 Department, based on supporting documentation that the physical space used for the provision of enhanced 911 service is inadequate to house the equipment, or except as otherwise approved by the State 911 Department based on supporting documentation. Funding may be used for, but is not limited to: support technology (such as printers, headsets, and call recorders); supplies (such as disc and printer cartridges); hardware and support costs (excluding monthly recurring telephone service costs) for telephones; acoustic wall coverings; ESD-resistant flooring; lighting; and security equipment used for securing access to the PSAP to prevent entry by the public or unauthorized personnel.

G. Other Equipment and Related Maintenance Associated with Providing Enhanced 911 Service

Description(s): ACORN Recording Annual Service.

Include use and location for each of the requested item(s). Dispatch

Vendor(s): Dictation Sales & Service Inc.

☐ Attach Quote and mark with letter G

Total Category G

\$ 1,750.00

REMINDER: Disposal of Equipment Purchased with Grant Funding: Grantees may replace and/or dispose of equipment purchased with funds under the State 911 Department grant programs only if such equipment has reached the end of its useful life, in accordance with the manufacturer's warranty or industry expected useful life, whichever is longer. Disposal shall be in compliance with municipal guidelines, and equipment may be transferred to public entities for public municipal purposes only.

All goods and/or services shall be received on or before June 30, 2023 to be eligible for reimbursement under the Fiscal Year 2023 State 911 Department Public Safety Answering Point and Regional Emergency Communication Center Support and Incentive Grant.

INVOICE

Bill To:

Invoice #	Purchase Order #	Telephone	Terms	Tax ID
22418		603 378-0303	Net 10	02 - 0500830

Qty	Item	Description		Total
1	700-100	Annual maintenance agreement		\$ 1,750.00
		NOTE: New address.		
		<i>Thank you</i>		

Subtotal	\$ 1,750.00
Tax	
S/H	
Misc	
Bal Due	\$ 1,750.00

Minutes Acceptance: Minutes of Jan 17, 2023 7:45 PM (Reading of the Minutes)

Acorn Recording Solutions, Inc

MAINTENANCE AGREEMENT

July 1, 2022

Customer Name and Address:

Name: Melrose Police Department
 Address: 56 W. Foster Street
 City/State: Melrose, MA
 Zip: 02176

Phone: 781 979-4461
 Fax:

Contact Name: Chief Michael Lyle

Contract dates: 7/1/22 – 6/30/23 ✓

Agreement Price: \$ 1,750. ✓

The Equipment: DSS Equature

Item	Qty	Description	Date Installed
1	1	Equature 12 Channels # 101525	10/13/11

Note: This agreement does not cover any patches such as Dynametric couplers.

Minutes Acceptance: Minutes of Jan 17, 2023 7:45 PM (Reading of the Minutes)

FALL RIVER POLICE DEPARTMENT	YES	YES
FITCHBURG POLICE DEPARTMENT	YES	YES
FRAMINGHAM POLICE DEPARTMENT	YES	YES
FREETOWN POLICE DEPARTMENT	YES	YES
GARDNER POLICE DEPARTMENT	YES	YES
GEORGETOWN POLICE DEPARTMENT	YES	YES
GLOUCESTER POLICE DEPARTMENT	YES	YES
GRAFTON POLICE DEPARTMENT	NO	YES
GRANBY POLICE DEPARTMENT	YES	YES
GREAT BARRINGTON POLICE DEPARTMENT	YES	YES
GREENFIELD POLICE DEPARTMENT	YES	YES
GROTON POLICE DEPARTMENT	PRELIM	PRELIM
GROVELAND POLICE DEPARTMENT	YES	YES
HADLEY POLICE DEPARTMENT	YES	YES
HAMILTON POLICE DEPARTMENT	YES	YES
HAVERHILL POLICE DEPARTMENT	YES	YES
HOLLISTON POLICE DEPARTMENT	YES	YES
HOLYOKE POLICE DEPARTMENT	YES	YES
HOPKINTON POLICE DEPARTMENT	YES	YES
HUDSON POLICE DEPARTMENT	YES	YES
IPSWICH POLICE DEPARTMENT	YES	YES
KINGSTON POLICE DEPARTMENT	YES	YES
LAKEVILLE POLICE DEPARTMENT	NO	YES
LAWRENCE POLICE DEPARTMENT	YES	YES
LEOMINSTER POLICE DEPARTMENT	YES	YES
LEXINGTON POLICE DEPARTMENT	YES	YES
LINCOLN POLICE DEPARTMENT	YES	YES
LITTLETON POLICE DEPARTMENT	YES	YES
LOWELL POLICE DEPARTMENT	YES	YES
LUDLOW POLICE DEPARTMENT	NO	YES
LYNN POLICE DEPARTMENT	PRELIM	YES
LYNNFIELD POLICE DEPARTMENT	YES	YES
MALDEN POLICE DEPARTMENT	YES	YES
MANCHESTER-BY-THE-SEA POLICE DEPARTMENT	YES	YES
MARBLEHEAD POLICE DEPARTMENT	YES	YES
MARION POLICE DEPARTMENT	YES	YES
MARLBOROUGH POLICE DEPARTMENT	YES	YES
MARSHFIELD POLICE DEPARTMENT	YES	YES
MATTAPOISETT POLICE DEPARTMENT	NO	YES
MAYNARD POLICE DEPARTMENT	YES	YES
MEDFIELD POLICE DEPARTMENT	NO	YES
MEDFORD POLICE DEPARTMENT	YES	YES
MEDWAY POLICE DEPARTMENT	YES	YES
MELROSE POLICE DEPARTMENT	YES	YES
MERRIMAC POLICE DEPARTMENT	YES	YES
METACOMET EMERGENCY COMMUNICATIONS CENTER	PRELIM	PRELIM
METHUEN POLICE DEPARTMENT	YES	YES
METRO NORTH REGIONAL EMERGENCY COMMUNICATIONS CENTER	YES	PRELIM
MIDDLEBOROUGH POLICE DEPARTMENT	YES	YES
MILFORD POLICE DEPARTMENT	YES	YES
MILLBURY POLICE DEPARTMENT	YES	YES
MILLIS POLICE DEPARTMENT	YES	YES
MILTON POLICE DEPARTMENT	YES	YES
MONTAGUE POLICE DEPARTMENT	YES	YES
NAHANT POLICE DEPARTMENT	YES	YES
NANTUCKET POLICE DEPARTMENT	YES	YES
NASHOBA VALLEY REGIONAL COMMUNICATIONS CENTER	PRELIM	PRELIM
NATICK POLICE DEPARTMENT	YES	YES
NEEDHAM POLICE DEPARTMENT	YES	YES
NEW BEDFORD POLICE DEPARTMENT	YES	PRELIM
NEW BRAINTREE STATE POLICE	PRELIM	PRELIM
NEWBURY POLICE DEPARTMENT	YES	YES
NEWBURYPORT POLICE DEPARTMENT	YES	YES
NEWTON POLICE DEPARTMENT	YES	YES
NORFOLK COUNTY EMERGENCY COMMUNICATIONS CENTER	PRELIM	PRELIM
NORTH ADAMS POLICE DEPARTMENT	YES	YES

FY 2023

**COMMONWEALTH OF MASSACHUSETTS
CONTRACTOR AUTHORIZED SIGNATORY LISTING**

Contractor Legal Name:**Contractor Vendor/Customer Code:**

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

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

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

AUTHORIZED SIGNATORY NAME	TITLE
Michael L. Lyle	Chief of Police
Paul Brodeur	Mayor, City of Melrose

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



Signature

Date: 12/18/2022Name & Title: Paul Brodeur, MayorTelephone: 781.979.4440Fax: 781.979.2182Email: pbrodeur@cityofmelrose.org

[Listing cannot be accepted without all of this information completed]
A copy of this listing must be attached to the "record copy" of a contract filed with the department.

FY 2023

**COMMONWEALTH OF MASSACHUSETTS
CONTRACTOR AUTHORIZED SIGNATORY LISTING**

Contractor Legal Name:**Contractor Vendor/Customer Code:**

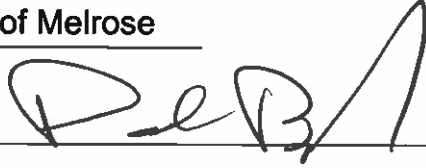
PROOF OF AUTHENTICATION OF SIGNATURE

This page is optional and is available for a department to authenticate contract signatures. It is recommended that Departments obtain authentication of signature for the signatory who submits the Contractor Authorized Listing.

This Section MUST be completed by the Contractor Authorized Signatory in presence of notary.

Signatory's full legal name (print or type): Paul BrodeurTitle: Mayor, City of Melrose

X



Signature as it will appear on contract or other document (Complete only in presence of notary):

AUTHENTICATED BY NOTARY OR CORPORATE CLERK (PICK ONLY ONE) AS FOLLOWS:

On this 18 day of October, 2022 before me, the undersigned notary public, personally appeared Paul Brodeur (name of document signer), proved to me through satisfactory evidence of identification, which was valid drivers license, to be the person whose name is signed above and acknowledged to me that (he) (she) signed it voluntarily for its stated purpose as an authorized signatory for the Contractor.

Kelly Cogavin
Notary Public Signature Kelly Cogavin
My MA Commission expires on: September 9, 2027



Kelly B. Cogavin
NOTARY PUBLIC
Commonwealth of
Massachusetts
My Commission Expires
September 9, 2027

AFFIX NOTARY SEAL

On this _____ day of _____, 20____ before me, the undersigned corporate clerk, personally appeared _____ (name of document signer), proved to me through satisfactory evidence of identification, which was _____, to be the person whose name is signed above and acknowledged to me that (he) (she) signed it voluntarily for its stated purpose as an authorized signatory for the Contractor.

Corporate Clerk Signature

AFFIX CORPORATE SEAL

FY 2023

**COMMONWEALTH OF MASSACHUSETTS
CONTRACTOR AUTHORIZED SIGNATORY LISTING**

Contractor Legal Name:**Contractor Vendor/Customer Code:**

PROOF OF AUTHENTICATION OF SIGNATURE

This page is optional and is available for a department to authenticate contract signatures. It is recommended that Departments obtain authentication of signature for the signatory who submits the Contractor Authorized Listing.

This Section MUST be completed by the Contractor Authorized Signatory in presence of notary.

Signatory's full legal name (print or type): Michael L. Lyle

Title: Chief of Police, City of Melrose

X

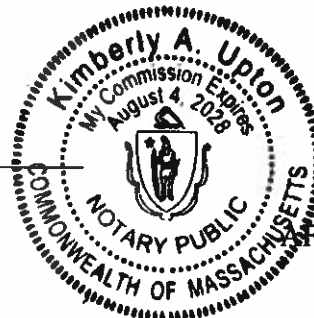
Signature as it will appear on contract or other document (Complete only in presence of notary):

AUTHENTICATED BY NOTARY OR CORPORATE CLERK (PICK ONLY ONE) AS FOLLOWS:

On this _____ day of October, 2022 before me, the undersigned notary public, personally appeared Michael L. Lyle (name of document signer), proved to me through satisfactory evidence of identification, which was valid drivers license, to be the person whose name is signed above and acknowledged to me that (he) (she) signed it voluntarily for its stated purpose as an authorized signatory for the Contractor.

Notary Public Signature

My MA Commission expires on: August 4, 2028



AFFIX NOTARY SEAL

On this _____ day of _____, 20____ before me, the undersigned corporate clerk, personally appeared _____ (name of document signer), proved to me through satisfactory evidence of identification, which was _____, to be the person whose name is signed above and acknowledged to me that (he) (she) signed it voluntarily for its stated purpose as an authorized signatory for the Contractor.

Corporate Clerk Signature

AFFIX CORPORATE SEAL



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

TERRENCE M. REIDY
 Secretary

KARYN E. POLITO
 Lt. Governor

FRANK POZNIAK
 Executive Director

October 27, 2022

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 **FY2023 State 911 Department Training Grant Program**.

For your files, attached please find a copy of the executed contract and the final approved Personnel Cost Worksheet for your grant. Please note your contract start date is **October 27, 2022** and will run through June 30, 2023. 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, 2023.

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 Angela Pilling at 508-821-7305. Please note that funding of reimbursement requests received more than one (1) month after the close of the fiscal year under which costs were incurred cannot be guaranteed.

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

Sincerely,

Frank P. Pozniak
 Executive Director

cc: FY2023 Training Grant File

Minutes Acceptance: Minutes of Jan 17, 2023 7:45 PM (Reading of the Minutes)



COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM

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

CONTRACTOR LEGAL NAME: City of Melrose (and d/b/a): Melrose Police Department		COMMONWEALTH DEPARTMENT NAME: State 911 Department MMARS Department Code: EPS	
Legal Address: (W-9, W-4): 562 Main Street, Melrose MA 02176		Business Mailing Address: 151 Campanelli Drive, Suite A, Middleborough, MA 02346	
Contract Manager: Kim Upton	Phone: 781.979.4457	Billing Address (if different):	
E-Mail: kupton@cityofmelrose.org	Fax: 781.979.4488	Contract Manager: Cindy Reynolds	Phone: 508-821-7299
Contractor Vendor Code: VC 6000192116		E-Mail: 911DeptGrants@mass.gov	Fax: 508-847-1452
Vendor Code Address ID (e.g. "AD001"): AD 001 (Note: The Address ID must be set up for EFT payments.)		MMARS Doc ID(s): CT EPS GRNT	
X NEW CONTRACT		— CONTRACT AMENDMENT	
PROCUREMENT OR EXCEPTION TYPE: (Check one option only) ☐ Statewide Contract (OSD or an OSD-designated Department) ☐ Collective Purchase (Attach OSD approval, scope, 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)		Enter Current Contract End Date <u>Prior</u> to Amendment: _____, 20__. Enter Amendment Amount: \$ _____ (or "no change") AMENDMENT TYPE: (Check one option only. Attach details of amendment changes.) ☐ Amendment to Date, Scope or Budget (Attach updated scope and budget) ☐ Interim Contract (Attach justification for Interim Contract and updated scope/budget) ☐ Contract Employee (Attach any updates to scope or budget) ☐ Other Procurement Exception (Attach authorizing language/justification and updated scope and budget)	
The Standard Contract Form Instructions and Contractor Certifications and the following Commonwealth Terms and Conditions document are incorporated by reference into this Contract and are legally binding: (Check ONE option): ☒ Commonwealth Terms and Conditions ☐ Commonwealth Terms and Conditions For Human and Social Services ☐ Commonwealth IT Terms and Conditions			
COMPENSATION: (Check ONE option): The Department certifies that payments for authorized performance accepted in accordance with the terms of this Contract will be supported in the state accounting system by sufficient appropriations or other non-appropriated funds, subject to intercept for Commonwealth owed debts under 815 CMR 9.00 . ☐ Rate Contract. (No Maximum Obligation) Attach details of all rates, units, calculations, conditions or terms and any changes if rates or terms are being amended.) ☒ Maximum Obligation Contract. Enter total maximum obligation for total duration of this contract (or new total if Contract is being amended). \$ <u>84,671.26</u>			
PROMPT PAYMENT DISCOUNTS (PPD): Commonwealth payments are issued through EFT 45 days from invoice receipt. Contractors requesting accelerated payments must identify a PPD as follows: Payment issued within 10 days ___% PPD; Payment issued within 15 days ___% PPD; Payment issued within 20 days ___% PPD; Payment issued within 30 days ___% PPD. If PPD percentages are left blank, identify reason: ☒ agree to standard 45 day cycle ☐ statutory/legal or Ready Payments (M.G.L. c. 29, § 23A); ___ only initial payment (subsequent payments scheduled to support standard EFT 45 day payment cycle. See Prompt Pay Discounts Policy.)			
BRIEF DESCRIPTION OF CONTRACT PERFORMANCE or REASON FOR AMENDMENT: (Enter the Contract title, purpose, fiscal year(s) and a detailed description of the scope of performance or what is being amended for a Contract Amendment. Attach all supporting documentation and justifications.) Contract is for the reimbursement of funds under the State 911 Department FY 2023 Training Grant as authorized and awarded in compliance with the grant guidelines and the grantee's approved application.			
ANTICIPATED START DATE: (Complete ONE option only) The Department and Contractor certify for this Contract, or Contract Amendment, that Contract obligations:			
☒ 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 LATER 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 PRIOR to the Effective Date below, and the parties agree that payments for any obligations incurred prior to the Effective Date are authorized to be made either as settlement payments or as authorized reimbursement payments, and that the details and circumstances of all obligations under this Contract are attached and incorporated into this Contract. Acceptance of payments forever releases the Commonwealth from further claims related to these obligations.			
CONTRACT END DATE: Contract performance shall terminate as of <u>June 30, 2023</u> , with no new obligations being incurred after this date unless the Contract is properly amended, provided that the terms of this Contract and performance expectations and obligations shall survive its termination for the purpose of resolving any claim or dispute, for completing any negotiated terms and warranties, to allow any close out or transition performance, reporting, invoicing or final payments, or during any lapse between amendments.			
CERTIFICATIONS: Notwithstanding verbal or other representations by the parties, the "Effective Date" of this Contract or Amendment shall be the latest date that this Contract or Amendment has been executed by an authorized signatory of the Contractor, the Department, or a later Contract or Amendment Start Date specified above, subject to any required approvals. The Contractor certifies that they have accessed and reviewed all documents incorporated by reference as electronically published and the Contractor makes all certifications required under the Standard Contract Form Instructions and Contractor Certifications under the pains and penalties of perjury, and further agrees to provide any required documentation upon request to support compliance, and agrees that all terms governing performance of this Contract and doing business in Massachusetts are attached or incorporated by reference herein according to the following hierarchy of document precedence, the applicable Commonwealth Terms and Conditions, this Standard Contract Form, the Standard Contract Form Instructions and Contractor Certifications, the Request for Response (RFR) or other solicitation, the Contractor's Response (excluding any language stricken by a Department as unacceptable, and additional negotiated terms, provided that additional negotiated terms will take precedence over the relevant terms in the RFR and the Contractor's Response only if made using the process outlined in 801 CMR 21.07 , incorporated herein, provided that any amended RFR or Response terms result in best value, lower costs, or a more cost effective Contract.			
AUTHORIZING SIGNATURE FOR THE CONTRACTOR: X: <u>[Signature]</u> Date: <u>10/17/2022</u> (Signature and Date Must Be Handwritten at Time of Signature) Print Name: <u>Michael L. Lyle</u> Print Title: <u>Chief of Police, City of Melrose</u>		AUTHORIZING SIGNATURE FOR THE COMMONWEALTH: X: <u>[Signature]</u> Date: <u>10/27/22</u> (Signature and Date Must Be Handwritten at Time of Signature) Print Name: <u>Frank Pozniak</u> Print Title: <u>Executive Director</u>	

(Updated 6/30/20)

Pg 1 of 3

FY 2023 Training Grant Personnel Costs Worksheet

6.A.2.a

CERTIFIED PERSONNEL

PSAP: Melrose Police Department

{List Personnel in Alphabetical Order by Last Name}

LAST NAME	FIRST NAME	OT Rate	Con Ed.	Travel	Total Hrs	Total Salary	Enter the Vendor Fees for 16 Hours of Training
Akell	David	66.1558	16		16	\$ 1,058.49	\$ 700.00
Alley	Ronald	55.7457	16		16	\$ 891.93	\$ 700.00
Baldwin	Ashley	43.7107	16		16	\$ 699.37	\$ 700.00
Barranco	Alexander	58.2280	16		16	\$ 931.65	\$ 700.00
Brown	Alan	62.1275	16		16	\$ 994.04	\$ 700.00
Collins	Joseph	60.8136	16		16	\$ 973.02	\$ 700.00
Connors	Richard	48.0288	16		16	\$ 768.46	\$ 700.00
Cooney	Richard	66.8024	16		16	\$ 1,068.84	\$ 700.00
Crowley	Joshua	75.1770	16		16	\$ 1,202.83	\$ 700.00
Difranza	Levi	52.8316	16		16	\$ 845.31	\$ 700.00
Doherty	John	54.1802	16		16	\$ 866.88	\$ 700.00
Ehlers	Daniel	50.6780	16		16	\$ 810.85	\$ 700.00
Forestell	Gregory	49.1660	16		16	\$ 786.66	\$ 700.00
Galvin	Stephen	51.0711	16		16	\$ 817.14	\$ 700.00
Goc	Jonathan	75.1770	16		16	\$ 1,202.83	\$ 700.00
Goodhue	Daniel	48.0287	16		16	\$ 768.46	\$ 700.00
Goodhue	John	46.5824	16		16	\$ 745.32	\$ 700.00
Grant	Thomas	45.1502	16		16	\$ 722.40	\$ 700.00
Green	Richard	54.0827	16		16	\$ 865.32	\$ 700.00
Hanley	Daniel	50.6780	16		16	\$ 810.85	\$ 700.00
Hickey	Cameron	48.0817	16		16	\$ 769.31	\$ 700.00
Kaestner	Lucas	52.4529	16		16	\$ 839.25	\$ 700.00
Ladner	Brian	70.9400	16		16	\$ 1,135.04	\$ 700.00
Lynch	Michael	74.6880	16		16	\$ 1,195.01	\$ 700.00
MacIntosh	Nikolaus	66.1647	16		16	\$ 1,058.64	\$ 700.00
Mackey	David	86.8791	16		16	\$ 1,390.07	\$ 700.00
Maher	Timothy	86.8788	16		16	\$ 1,390.06	\$ 700.00
Maloney	Michael	46.5824	16		16	\$ 745.32	\$ 700.00
Mann	Robert	61.4577	16		16	\$ 983.32	\$ 700.00
McNamara	Paul	75.1771	16		16	\$ 1,202.83	\$ 700.00
Morris	Sean	55.8989	16		16	\$ 894.38	\$ 700.00
Mulrenan	James	87.7519	16		16	\$ 1,404.03	\$ 700.00
Mulrenan	Kevin	72.1700	16		16	\$ 1,154.72	\$ 700.00

RECERTIFICATION FEES WITH NO TRAINING HOURS:

APCO CTO Recert fee	2 @ \$30		\$ 60.00
DO NOT ADD LINES TO THIS WORKSHEET, AS THE FORMULAS MAY CHANGE, CONTINUE ON THE NEXT WORKSHEET BELOW		TOTALS	\$ 31,992.62 \$ 23,100.00

DO NOT WRITE IN THIS SPACE

Minutes Acceptance: Minutes of Jan 17, 2023 7:45 PM (Reading of the Minutes)

All Cern
✓ OK

[illegible]

Priority Dispatch EMD			
Recert fee	10 @ \$50		\$ 500.00
		DO NOT WRITE IN THIS SPACE	

§

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NEW PERSONNEL

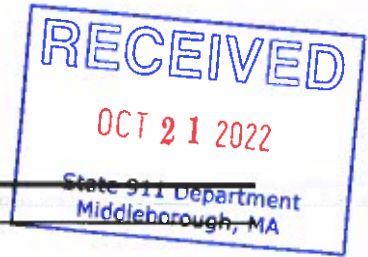
In the Process of Obtaining Certification

PSAP: Melrose Police Department

LAST NAME	FIRST NAME	OT Rate	Training Academy	Next Gen New Hire	PST1	EMD (APCO 32)	CPR	Travel	Total Hours	Total Amot
New Hires, if applicable, need these course hours				16	40	24 / 32	4			
EXAMPLE OF TRAINING ACADEMY HOURS			200	0	0	24	4			
Gill	Mary	\$ 49.6765		16	40				56	\$ 2,781.
Hinchey	Cole	\$ 51.7463		16	40				56	\$ 2,897.
Koytikh	Michael	\$ 49.6765		16	40				56	\$ 2,781.
Stamegna	Shannon	\$ 41.3971		16	40				56	\$ 2,318.
Troche Velez	Allan	\$ 41.3971		16	40				56	\$ 2,318.
		\$ -							0	\$ -
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						Total Salary for New Hires				\$ 13,098.
Vendor Fees - New Hires	Course Amount	# Taking Course	Total							
EMD New Certification			\$ -							
CPR New Certification			\$ -							
PST1 (VENDOR ONLY)			\$ -							
Total Vendor Fees									\$	-

Minutes Acceptance: Minutes of Jan 17, 2023 7:45 PM (Reading of the Minutes)

FY 2023 TRAINING GRANT



1. **Name of Eligible Entity / PSAP / RECC** Melrose Police Department
Address 56 West Foster Street
City/Town/Zip Melrose / MA / 02176
Telephone Number 781.665.1212
Fax Number 781.979.4488
Website melrosepolice.net
2. **Name & Title of Authorized Signatory** Michael L. Lyle
Telephone Number 781.979.4468
Email Address mlyle@cityofmelrose.org
3. **Name & Title Grant Contract Manager** Kim Upton / Office Manager
Telephone Number 781.979.4457
Email Address kupton@cityofmelrose.org
4. **Total Grant Program Funds Requested** \$84,671.26 \$91,913.56

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

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

☐ APCO ☐ PowerPhone ☐ Priority Dispatch

OR

6. **Utilizing the following Certified EMD Resource:** CATALDO AMBULANCE SERVICE

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

☐ APCO ☐ PowerPhone ☒ Priority Dispatch

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

Signed under the penalties of perjury this 17 **day of** October, 20 22.


ORIGINAL SIGNATURE OF AUTHORIZING SIGNATORY

Minutes Acceptance: Minutes of Jan 17, 2023 7:45 PM (Reading of the Minutes)

FY 2023 TRAINING GRANT BUDGET NARRATIVE

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

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

Membership Fees:

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

Conference Fees:

Total Category A **\$ 30,100.00** ✓

- B. Personnel Costs** – Straight time or overtime expenses for participants or replacement/backfill (who are certified telecommunicators), to cover participant class hours but not both to meet the minimum training and certification requirements for enhanced 911 telecommunicators and minimum training requirements governing emergency medical dispatch established by the State 911 Department; for administrator backroom training; for other authorized training; and straight time or overtime expenses for attendance at the State 911 Department Dispatch Academy. **Add the total *Salary* column(s) from the *Personnel Costs Worksheet(s)* to get the Total.**

Total Category B **\$ 54,571.26** ✓

Completed / Attached the *Personnel Costs Worksheet(s)* {{REQUIRED}}

- C. Training Materials and Other Products** – Funding may be authorized for the purchase, installation, replacement, maintenance, and /or upgrade of software and other products related to the certification and training of enhanced 911 telecommunicators, including but not limited to, call handling guide cards, call handling software, skill and ability pre-employment testing software, and additional related training materials such as books and manuals.

Description:

Attach quote for this category

Total Category C

- D. Lodging** – Funding for lodging expenses may be authorized for participation in training courses that are scheduled for two (2) or more consecutive days **and** the distance of which is equal to or greater than ninety (90) miles away from where travel originates. Lodging expenses may only be authorized for nights of stay that occur between consecutive training course days, except with the prior WRITTEN approval of the State 911 Department *prior to travel* where (1) travel originates from the Islands of Martha's Vineyard and/or Nantucket; or (2) in cases of extreme hardship; or (3) unless otherwise approved by the State 911 Department in its sole discretion. Travel distance for lodging will be calculated using the place of employment as the origination point and will be verified utilizing a recognized mileage guide such as MapQuest. **NOTE: Lodging for conferences is not eligible under the grant.**

Description:

Total Category D

Minutes Acceptance: Minutes of Jan 17, 2023 7:45 PM (Reading of the Minutes)

**COMMONWEALTH OF MASSACHUSETTS
CONTRACTOR AUTHORIZED SIGNATORY LISTING**

Contractor Legal Name: Melrose Police Department
Contractor Vendor/Customer Code: 6000192116

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

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

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

AUTHORIZED SIGNATORY NAME	TITLE
Paul Brodeur	Mayor, City of Melrose
Michael L. Lyle	Chief of Police

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


 Signature

Date: 12/15/2022

Name & Title: Paul Brodeur, Mayor

Telephone: 781.979.4440

Fax: 781.979.2182

Email: pbrodeur@cityofmelrose.org

[Listing cannot be accepted without all of this information completed]
 A copy of this listing must be attached to the "record copy" of a contract filed with the department.

Minutes Acceptance: Minutes of Jan 17, 2023 7:45 PM (Reading of the Minutes)

**COMMONWEALTH OF MASSACHUSETTS
CONTRACTOR AUTHORIZED SIGNATORY LISTING**

Contractor Legal Name: Melrose Police Department
Contractor Vendor/Customer Code: 6000192116

PROOF OF AUTHENTICATION OF SIGNATURE

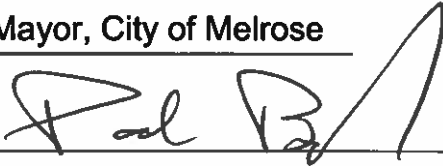
This page is optional and is available for a department to authenticate contract signatures. It is recommended that Departments obtain authentication of signature for the signatory who submits the Contractor Authorized Listing.

This Section MUST be completed by the Contractor Authorized Signatory in presence of notary.

Signatory's full legal name (print or type): Paul Brodeur

Title: Mayor, City of Melrose

X



Signature as it will appear on contract or other document (Complete only in presence of notary):

AUTHENTICATED BY NOTARY OR CORPORATE CLERK (PICK ONLY ONE) AS FOLLOWS:

On this _____ day of October, 2022 before me, the undersigned notary public, personally appeared Paul Brodeur (name of document signer), proved to me through satisfactory evidence of identification, which was valid drivers license, to be the person whose name is signed above and acknowledged to me that (he) (she) signed it voluntarily for its stated purpose as an authorized signatory for the Contractor.


Notary Public Signature Kelly Cogavin

My MA Commission expires on: September 9, 2027



Kelly B. Cogavin
NOTARY PUBLIC
Commonwealth of
Massachusetts
My Commission Expires
September 9, 2027

AFFIX NOTARY SEAL

On this _____ day of _____, 20____ before me, the undersigned corporate clerk, personally appeared _____ (name of document signer), proved to me through satisfactory evidence of identification, which was _____, to be the person whose name is signed above and acknowledged to me that (he) (she) signed it voluntarily for its stated purpose as an authorized signatory for the Contractor.

Corporate Clerk Signature

AFFIX CORPORATE SEAL

Minutes Acceptance: Minutes of Jan 17, 2023 7:45 PM (Reading of the Minutes)

**COMMONWEALTH OF MASSACHUSETTS
CONTRACTOR AUTHORIZED SIGNATORY LISTING**

Contractor Legal Name: Melrose Police Department

Contractor Vendor/Customer Code: 6000192116

PROOF OF AUTHENTICATION OF SIGNATURE

This page is optional and is available for a department to authenticate contract signatures. It is recommended that Departments obtain authentication of signature for the signatory who submits the Contractor Authorized Listing.

This Section MUST be completed by the Contractor Authorized Signatory in presence of notary.

Signatory's full legal name (print or type): Michael L. Lyle

Title: Chief of Police, City of Melrose

X

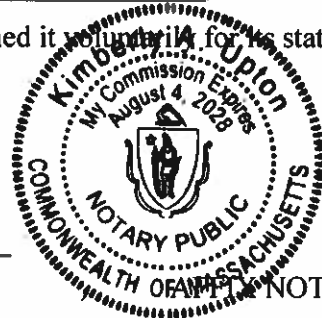
Signature as it will appear on contract or other document (Complete only in presence of notary):

AUTHENTICATED BY NOTARY OR CORPORATE CLERK (PICK ONLY ONE) AS FOLLOWS:

On this _____ day of October, 2022 before me, the undersigned notary public, personally appeared Michael L. Lyle (name of document signer), proved to me through satisfactory evidence of identification, which was valid drivers license, to be the person whose name is signed above and acknowledged to me that (he) (she) signed it voluntarily for its stated purpose as an authorized signatory for the Contractor.

Notary Public Signature

My MA Commission expires on: August 4, 2028



NOTARY SEAL

On this _____ day of _____, 20____ before me, the undersigned corporate clerk, personally appeared _____ (name of document signer), proved to me through satisfactory evidence of identification, which was _____, to be the person whose name is signed above and acknowledged to me that (he) (she) signed it voluntarily for its stated purpose as an authorized signatory for the Contractor.

Corporate Clerk Signature

AFFIX CORPORATE SEAL

Minutes Acceptance: Minutes of Jan 17, 2023 7:45 PM (Reading of the Minutes)



Commonwealth Police Legacy, Inc.

P.O. Box 752

Norton, Massachusetts 02766

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

policelegacy.com

October 11, 2022

Kim Upton- Executive Office Manager
Melrose Police Department
56 West Foster Street
Melrose, MA 02176

Dear Kim,

In regards to your request for a proposal for your FY2023 State 911 Dispatch training, I have included the following information for your review:

- ❖ Four [4 hour classes] Online or in-person 911 Dispatch Training classes

Date of classes: To be determined at a later date

Cost: \$175.00 per official per 4 hour class; \$700.00 per official for 16 hours of training

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

Sincerely,

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

Paula Heagney,
President

Minutes Acceptance: Minutes of Jan 17, 2023 7:45 PM (Reading of the Minutes)



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

TERRENCE M. REIDY
Secretary

KARYN E. POLITO
Lt. Governor

FRANK POZNIAK
Executive Director

October 20, 2022

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 **FY2023 State 911 Department Emergency Medical Dispatch Grant Program**.

For your files, attached please find a copy of the executed contract for your grant. Please note your contract start date is **October 20, 2022** and will run through June 30, 2023. 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, 2023.

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 Angela Pilling at 508-821-7305. Please note that funding of reimbursement requests received more than one (1) month after the close of the fiscal year under which costs were incurred cannot be guaranteed.

If, in the future, you would like to make any changes to the authorized signatory, the contract manager, and/or the budget worksheet, please e-mail those proposed changes to 911DeptGrants@mass.gov. Grantees are strongly encouraged to submit final, year-end budget modification requests on or before March 31, 2023.

Sincerely,

Frank P. Pozniak
Executive Director

cc: FY2023 Emergency Medical Dispatch Grant File

Minutes Acceptance: Minutes of Jan 17, 2023 7:45 PM (Reading of the Minutes)

FY 2023 Emergency Medical Dispatch Grant

COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM

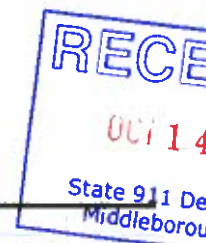


This form is jointly issued and published by the Office of the Comptroller (CTR), the Executive Office for Administration and Finance (ANF), and the Operational Services Division (OSD) as the default contract for all Commonwealth Departments when another form is not prescribed by regulation or policy. 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 and Contractor Certifications](#), the [Commonwealth Terms and Conditions for Human and Social Services](#) or the [Commonwealth IT Terms and Conditions](#) which are incorporated by reference herein. Additional non-conflicting terms may be added by Attachment. Contractors are required to access published forms at CTR Forms: <https://www.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: EPS	
Legal Address: (W-9, W-4): 562 Main Street, Melrose MA 02176		Business Mailing Address: 151 Campanelli Drive, Suite A, Middleborough, MA 02346	
Contract Manager: Kim Upton	Phone: 781.979.4457	Billing Address (if different):	
E-Mail: kupton@cityofmelrose.org	Fax: 781.979.4488	Contract Manager: Cindy Reynolds	Phone: 508-821-7299
Contractor Vendor Code: VC 6000192116		E-Mail: 911DeptGrants@mass.gov	Fax: 508-947-1452
Vendor Code Address ID (e.g. "AD001"): AD 001 (Note: The Address ID must be set up for EFT payments.)		MMARS Doc ID(s): CT EPS EMDG	
		RFR/Procurement or Other ID Number: FY23 EMDG	
<u>X</u> NEW CONTRACT PROCUREMENT OR EXCEPTION TYPE: (Check one option only) ☐ Statewide Contract (OSD or an OSD-designated Department) ☐ Collective Purchase (Attach OSD approval, scope, budget) ☒ Department Procurement (includes all Grants - 815 CMR 2.00) (Solicitation Notice or RFR, and Response or other procurement supporting documentation) ☐ Emergency Contract (Attach justification for emergency, scope, budget) ☐ Contract Employee (Attach Employment Status Form, scope, budget) ☐ Other Procurement Exception (Attach authorizing language, legislation with specific exemption or earmark, and exception justification, scope and budget)		<u> </u> CONTRACT AMENDMENT Enter Current Contract End Date <u>Prior</u> to Amendment: <u> </u> , 20 <u> </u> Enter Amendment Amount: \$ <u> </u> (or "no change") AMENDMENT TYPE: (Check one option only. Attach details of amendment changes.) ☐ Amendment to Date, Scope or Budget (Attach updated scope and budget) ☐ Interim Contract (Attach justification for Interim Contract and updated scope/budget) ☐ Contract Employee (Attach any updates to scope or budget) ☐ Other Procurement Exception (Attach authorizing language/justification and updated scope and budget)	
The Standard Contract Form Instructions and Contractor Certifications and the following Commonwealth Terms and Conditions document are incorporated by reference into this Contract and are legally binding: (Check ONE option): <u>X</u> Commonwealth Terms and Conditions <u> </u> Commonwealth Terms and Conditions For Human and Social Services <u> </u> Commonwealth IT Terms and Conditions			
COMPENSATION: (Check ONE option): The Department certifies that payments for authorized performance accepted in accordance with the terms of this Contract will be supported in the state accounting system by sufficient appropriations or other non-appropriated funds, subject to intercept for Commonwealth owed debts under 815 CMR 9.00 . ☐ Rate Contract. (No Maximum Obligation) Attach details of all rates, units, calculations, conditions or terms and any changes if rates or terms are being amended.) ☒ Maximum Obligation Contract. Enter total maximum obligation for total duration of this contract (or new total if Contract is being amended). \$ <u>18,000.00</u>			
PROMPT PAYMENT DISCOUNTS (PPD): Commonwealth payments are issued through EFT 45 days from invoice receipt. Contractors requesting accelerated payments must identify a PPD as follows: Payment issued within 10 days <u> </u> % PPD; Payment issued within 15 days <u> </u> % PPD; Payment issued within 20 days <u> </u> % PPD; Payment issued within 30 days <u> </u> % PPD. If PPD percentages are left blank, identify reason: <u>X</u> agree to standard 45 day cycle <u> </u> statutory/legal or Ready Payments (M.G.L. c. 23, § 23A); <u> </u> only initial payment (subsequent payments scheduled to support standard EFT 45 day payment cycle. See Prompt Pay Discounts Policy.)			
BRIEF DESCRIPTION OF CONTRACT PERFORMANCE or REASON FOR AMENDMENT: (Enter the Contract title, purpose, fiscal year(s) and a detailed description of the scope of performance or what is being amended for a Contract Amendment. Attach all supporting documentation and justifications.) Contract is for the reimbursement of funds under the State 911 Department FY 2023 Emergency Medical Dispatch Grant as authorized and awarded in compliance with the grant guidelines and the grantee's approved application.			
ANTICIPATED START DATE: (Complete ONE option only) The Department and Contractor certify for this Contract, or Contract Amendment, that Contract obligations: <u>X</u> 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. <u> </u> 2. may be incurred as of <u> </u> , 20 <u> </u> , 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. <u> </u> 3. were incurred as of <u> </u> , 20 <u> </u> , 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, 2023</u> , with no new obligations being incurred after this date unless the Contract is properly amended, provided that the terms of this Contract and performance expectations and obligations shall survive its termination for the purpose of resolving any claim or dispute, for completing any negotiated terms and warranties, to allow any close out or transition performance, reporting, invoicing or final payments, or during any lapse between amendments.			
CERTIFICATIONS: Notwithstanding verbal or other representations by the parties, the "Effective Date" of this Contract or Amendment shall be the latest date that this Contract or Amendment has been executed by an authorized signatory of the Contractor, the Department, or a later Contract or Amendment Start Date specified above, subject to any required approvals. The Contractor certifies that they have accessed and reviewed all documents incorporated by reference as electronically published and the Contractor makes all certifications required under the Standard Contract Form Instructions and Contractor Certifications under the pains and penalties of perjury, and further agrees to provide any required documentation upon request to support compliance, and agrees that all terms governing performance of this Contract and doing business in Massachusetts are attached or incorporated by reference herein according to the following hierarchy of document precedence, the applicable Commonwealth Terms and Conditions, this Standard Contract Form, the Standard Contract Form Instructions and Contractor Certifications, the Request for Response (RFR) or other solicitation, the Contractor's Response (excluding any language stricken by a Department as unacceptable, and additional negotiated terms, provided that additional negotiated terms will take precedence over the relevant terms in the RFR and the Contractor's Response only if made using the process outlined in 801 CMR 21.07 , incorporated herein, provided that any amended RFR or Response terms result in best value, lower costs, or a more cost effective Contract.			
AUTHORIZING SIGNATURE FOR THE CONTRACTOR: X: <u>[Signature]</u> Date: <u>10/5/2022</u> (Signature and Date Must Be Handwritten At Time of Signature) Print Name: <u>Michael L. Lyle</u> Print Title: <u>Chief of Police, City of Melrose</u>		AUTHORIZING SIGNATURE FOR THE COMMONWEALTH: X: <u>[Signature]</u> Date: <u>10/20/22</u> (Signature and Date Must Be Handwritten At Time of Signature) Print Name: <u>Frank Pozniak</u> Print Title: <u>Executive Director</u>	

(Updated 6/30/20)

FY 2023 Emergency Medical Dispatch Grant



Name of Eligible Entity / PSAP / RECC	<u>Melrose Police Department</u>
Address	<u>56 West Foster Street</u>
City/Town/Zip	<u>Melrose/MA/02176</u>
Telephone Number	<u>781.665.1212</u>
Fax Number	<u>781.979.4488</u>
Website	<u>melrosepolice.net</u>

Name & Title of Authorized Signatory	<u>Michael L. Lyle / Chief of Police</u>
Telephone Number	<u>781.979.4468</u>
Email Address	<u>mlyle@cityofmelrose.org</u>

Name & Title Grant Contract Manager	<u>Kim Upton / Office Manager</u>
Telephone Number	<u>781.979.4457</u>
Email Address	<u>kupton@cityofmelrose.org</u>

Total Grant Program Funds Requested: \$18,000.00

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

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

☐ APCO ☐ PowerPhone ☐ Priority Dispatch

OR

Utilizing the following Certified EMD Resource: CATALDO AMBULANCE SERVICE

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

☐ APCO ☐ PowerPhone ☒ Priority Dispatch

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

Signed under the penalties of perjury this 5th day of OCTOBER, 20 22.


Original Signature of Authorized Signatory

Minutes Acceptance: Minutes of Jan 17, 2023 7:45 PM (Reading of the Minutes)

**FY 2023 Emergency Medical Dispatch Grant
Budget Worksheet**

Funding Category	Amount Requested	Detailed Narrative
1. Certified EMD Resource	\$ 18,000.00	Name of CEMDR: CATALDO AMBULANCE SERVICE OF MASSACHUSETTS, INC. (Attached copy of signed contract with CEMDR)
2. Emergency Medical Dispatch Protocol Reference System	\$	EMD Guide/Cardsets, EMD Annual Maintenance, EMD Software (if eligible entity). (Attach quote(s) for this category)
3. Other Emergency Medical Dispatch and Quality Assurance of Emergency Medical Dispatch Services	\$	For Q/A, PSAPs must provide name of the individual(s), pay rate and number of Q/A review hours you are requesting. Attach signed contract for Medical Director or Third-party vendor conducting EMD case review for this category. For CPR Instructor, list name of instructor, # of 4-hour courses being taught and OT pay rate.
Total Amount of Grant Funding Requested	\$ 18,000.00	

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Always a Leader



INVOICE

Cataldo Ambulance Service, Inc.

137 Washington Street

Somerville, MA 02143

Phone: 617-625-0126 Fax: 617-629-7039

e-mail: ndellapiana@cataldoambulance.com

INVOICE NO. GPMelroseEMDFY23

DATE July 1, 2022

143

Melrose Police Department

Attn: Chief Mike Lyle

56 West Foster Street

Melrose, MA 02176

Phone: 781-665-1212

Email: mlyle@cityofmelrose.org

Contact	Items	PAYMENT TERMS	DUE DATE
Chuck Fothergill	EMD Services FY '23	Due upon receipt	Due upon receipt

[illegible]

Make all checks payable to Cataldo Ambulance Service, Inc.
THANK YOU FOR YOUR BUSINESS!

**Emergency Medical Dispatch Contract
Between
Cataldo Ambulance Service of Massachusetts, Inc.
And
The City of Melrose**

WHEREAS, the City of Melrose Police Department (hereinafter referred to as the "Department") operates the Primary Public Safety Answering Point (PSAP), and is responsible for implementation of Emergency Medical Dispatch procedures, (hereinafter referred to as –"EMD") is; pursuant to EMD AND ENHANCED 911 TELECOMMUNICATOR REGULATIONS 560 CMR 5.00;

WHEREAS, Cataldo Ambulance Service of Massachusetts, Inc. (hereinafter referred to as the "Provider"), is a Certified Emergency Medical Resource, and has agreed to act as a Secondary Public Safety Answering Point (SecondaryPSAP) to provide Emergency Medical Dispatch service (EMD) to the residents and visitors to the City of Melrose; and

The hereunto-referred parties agree as follows:

1. The Melrose Police Department with the Provider shall create a uniform call handling procedure (transferring and answering) for all medical-related emergency calls, in accord with 560 CMR, Section 5.10, ss (2).
2. The Provider agrees to log all emergency calls into their current Computer Aided Dispatch system (CAD) and to maintain detailed records of all calls received on behalf of the City of Melrose, copies of such records to be produced upon the request of the Department
3. The Department and Provider shall agree to a telecommunicator protocol for when the transferring telecommunicator remains on the line to monitor and solicit information relative to non-medical aspects of an emergency call.
4. The City of Melrose agrees to pay an annual reoccurring fee of \$18,000 beginning in July 1, 2022 to June 30 2023 pending the approval of the application with the State 911 grant program for EMD reimbursement. Provider agrees to submit an invoice annually to the City of Melrose.

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5. The Provider shall furnish copies of documentation provided and communication and information exchanged with the State with regard to 560 CMR 5.00, including but not limited to Section 5.06, Quality Assurance of Emergency Medical Dispatch Services program; Section 5.08, Approval as a Certified Emergency Medical Dispatch Resource; Section 5.11 Recordkeeping.
6. No Influence on referrals. It is not the intent of either party to this Agreement that any remuneration, benefit or privilege provided for under this Agreement shall influence or in any way be based on the referral or recommended referral by either party of patients to the other party or its affiliated Providers, if any, or the purchasing, leasing or ordering of any services other than the specific services described in this Agreement. Any payments specified in this Agreement are consistent with the parties reasonably believe to be a fair market value for the services provided.
7. The term of this Agreement is for one-year, with two one-year extensions subject to the City's option with 30 days' notice. The Contract shall expire within thirty (30) days after the Provider ceases providing Ambulance Services to the City of Melrose.
8. Unless otherwise provided herein, it is agreed that Provider will not assign or transfer this Agreement, or any interest in this Agreement, without the prior written consent of the City of Melrose.
9. It is mutually understood and agreed that this Agreement shall be governed by and constructed in accordance with the laws of the Commonwealth of Massachusetts, both as to interpretation and performance.
10. The Provider will not discriminate against any client / patient for services because of race, color, religion, sex, sexual orientation, disability, family status or national origin.
11. This Agreement constitutes the sole and entire understanding between the parties relating to the subject matter hereof, and supersedes all prior understanding, agreements and documentation relating to the subject hereof.
12. This Agreement may be amended only by written instrument executed by the authorized representatives of both parties.

The City of Melrose

By:

Signature

Printed

Title

Date

Cataldo Ambulance Service of
Massachusetts, Inc.

By:

Signature

Printed

Title

Date

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**COMMONWEALTH OF MASSACHUSETTS
CONTRACTOR AUTHORIZED SIGNATORY LISTING**

Contractor Legal Name: City of Melrose

Contractor Vendor/Customer Code: VC6000192116

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

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

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

AUTHORIZED SIGNATORY NAME	TITLE
Michael L. Lyle	Chief of Police
Paul Brodeur	Mayor, City of Melrose

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


Signature

Date: 10/5/2022

Name & Title: Paul Brodeur, Mayor

Telephone: 781.979.4440

Fax: 781.979.2182

Email: pbrodeur@cityofmelrose.org

[Listing cannot be accepted without all of this information completed]

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

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**COMMONWEALTH OF MASSACHUSETTS
CONTRACTOR AUTHORIZED SIGNATORY LISTING**

Contractor Legal Name: City of Melrose

Contractor Vendor/Customer Code: VC6000192116

PROOF OF AUTHENTICATION OF SIGNATURE

This page is optional and is available for a department to authenticate contract signatures. It is recommended that Departments obtain authentication of signature for the signatory who submits the Contractor Authorized Listing.

This Section MUST be completed by the Contractor Authorized Signatory in presence of notary.

Signatory's full legal name (print or type): Paul Brodeur

Title: Mayor, City of Melrose

X



Signature as it will appear on contract or other document (Complete only in presence of notary):

AUTHENTICATED BY NOTARY OR CORPORATE CLERK (PICK ONLY ONE) AS FOLLOWS:

On this 6 day of October, 2022 before me, the undersigned notary public, personally appeared Paul Brodeur, Mayor (name of document signer), proved to me through satisfactory evidence of identification, which was valid drivers license, to be the person whose name is signed above and acknowledged to me that (he) (she) signed it voluntarily for its stated purpose as an authorized signatory for the Contractor.

Kelly B. Cogavin
Notary Public Signature

My MA Commission expires on: September 9, 2027



**Kelly B. Cogavin
NOTARY PUBLIC
Commonwealth of
Massachusetts
My Commission Expires
September 9, 2027**

AFFIX NOTARY SEAL

On this _____ day of _____, 20____ before me, the undersigned corporate clerk, personally appeared _____ (name of document signer), proved to me through satisfactory evidence of identification, which was _____, to be the person whose name is signed above and acknowledged to me that (he) (she) signed it voluntarily for its stated purpose as an authorized signatory for the Contractor.

Corporate Clerk Signature

AFFIX CORPORATE SEAL

Minutes Acceptance: Minutes of Jan 17, 2023 7:45 PM (Reading of the Minutes)

**COMMONWEALTH OF MASSACHUSETTS
CONTRACTOR AUTHORIZED SIGNATORY LISTING**

Contractor Legal Name: City of Melrose

Contractor Vendor/Customer Code: VC6000192116

PROOF OF AUTHENTICATION OF SIGNATURE

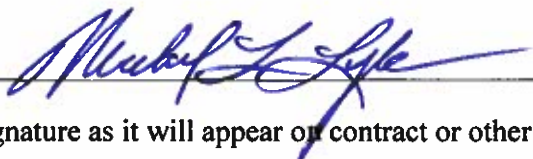
This page is optional and is available for a department to authenticate contract signatures. It is recommended that Departments obtain authentication of signature for the signatory who submits the Contractor Authorized Listing.

This Section MUST be completed by the Contractor Authorized Signatory in presence of notary.

Signatory's full legal name (print or type): Michael L. Lyle

Title: Chief of Police, City of Melrose

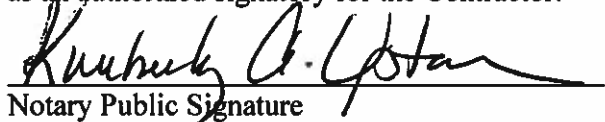
X



Signature as it will appear on contract or other document (Complete only in presence of notary):

AUTHENTICATED BY NOTARY OR CORPORATE CLERK (PICK ONLY ONE) AS FOLLOWS:

On this 5th day of October, 2022 before me, the undersigned notary public, personally appeared Michael L. Lyle (name of document signer), proved to me through satisfactory evidence of identification, which was valid drivers license, to be the person whose name is signed above and acknowledged to me that (he) (she) signed it voluntarily for its stated purpose as an authorized signatory for the Contractor.



Notary Public Signature

My MA Commission expires on: August 4, 2028



AFFIX NOTARY SEAL

On this _____ day of _____, 20____ before me, the undersigned corporate clerk, personally appeared _____ (name of document signer), proved to me through satisfactory evidence of identification, which was _____, to be the person whose name is signed above and acknowledged to me that (he) (she) signed it voluntarily for its stated purpose as an authorized signatory for the Contractor.

Corporate Clerk Signature

AFFIX CORPORATE SEAL

Minutes Acceptance: Minutes of Jan 17, 2023 7:45 PM (Reading of the Minutes)



PAUL BRODEUR
Mayor

CITY OF MELROSE

OFFICE OF THE MAYOR

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

MEMORANDUM

To: City Council President Christopher Cinella
From: Mayor Paul Brodeur
Re: Appointment of Kevin M. Faller as Chief of Police
Date: November 14, 2022

It is my great pleasure and honor to submit to the Honorable City Council the appointment of Kevin M. Faller as Melrose's next Chief of Police.

Mr. Faller is a 27-year veteran of the City of Medford Police Department where he has served with distinction as Captain at the Command Staff for eleven years, and for over twenty years at the supervisory level. During his career in Medford, he gained experience with a full range of law enforcement roles including patrol, criminal investigations, Internal Affairs/Professional Standards, media relations, and policy creation. Mr. Faller holds a bachelor's degree in psychology from Tufts University and a master's degree in Criminal Justice from Anna Maria College.

Throughout the highly competitive and thorough assessment process led for the City by MRI, Inc., Mr. Faller distinguished himself as knowledgeable, prepared, and personable. He conveyed a strong understanding of the needs and expectations of a modern, effective police department, as well as the requirements under the Police Reform Act Relative to Justice, Equity and Accountability in Law Enforcement in the Commonwealth.

I believe Mr. Faller is an excellent match for what the Melrose community is looking for in our next police chief and will successfully build upon the solid foundation of community policing established by Chief Michael Lyle and the dedicated women and men of the Melrose Police Department. A long-time resident of Melrose, Mr. Faller already has deep ties to the community as a parent and youth sports coach, and I am certain that he will serve the City of Melrose and the MPD with commitment and integrity.

I look forward to introducing Mr. Faller to the Melrose community in his new role and respectfully request that the City Council confirm his appointment as Chief of Police for the City of Melrose.

Minutes Acceptance: Minutes of Jan 17, 2023 7:45 PM (Reading of the Minutes)

Kevin M. Faller

June 16, 2022

Mr. Sean Kelly
Director of Police Services
Municipal Resources, Inc.
66 Main St, Suite B
Plymouth, NH 03264

Dear Mr. Kelly,

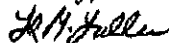
I am expressing my interest in becoming the next Chief of Police for the City of Melrose, Massachusetts. Along with this letter I have submitted my resume detailing my experience, training, and education that would make me an ideal candidate for the position.

I have been a law enforcement professional with the Medford, Massachusetts Police Department for over 27 years, 20 of which have been at the supervisory level, and the last 11 years serving as a Captain at the Command Staff Executive level with approximately 90 sworn and non-sworn personnel currently under my command. I have worked in as well as supervised every aspect of policing in my department including, but not limited to Patrol, Criminal Investigations, Internal Affairs/Professional Standards, Media Relations, and policy creation. I also recently served on a committee responsible for the design and completion of our new state of the art energy efficient and environmentally conscious police station that opened in 2020. I have a proven record of maintaining positive working relationships within any division I have supervised as well as maintaining the same level of trust and transparency with stakeholders in the community.

I have a Masters Degree in Criminal Justice from Anna Maria College, a Bachelors Degree in Psychology from Tufts University, and I am continually training and adapting to the different needs and expectations that are required for effective modern 21st Century Policing as well as adhering to all the requirements under the Police Reform Act Relative to Justice, Equity and Accountability in Law Enforcement in the Commonwealth. As the son of an immigrant from the Philippines it has been instilled in me from an early age the importance of hard work, accountability, integrity, and treating everyone of all backgrounds and beliefs with respect. I have lived in the city of Melrose for over 18 years, both of my children attend(ed) Melrose Public Schools, I coached Melrose youth soccer and basketball for several years, and I have a strong commitment and allegiance to the community in which I hope to serve as the next Chief of Police.

Thank you for your consideration and I hope to hear from you regarding this position.

Sincerely,


Kevin M. Faller

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Kevin M. Faller

Professional Profile

- 27 plus years as a member of the Medford Police Department, including 20 years working in a supervisory capacity. Forward thinking, innovative leader with a proven ability to motivate personnel and work with community stake holders towards a common goal. Extensive experience working in and supervising all aspects of policing including Patrol, Criminal Investigations, and Internal Affairs. Exceptional communication skills and highly commended for strong work ethic, professionalism, and ability to prioritize and delegate tasks.

Experience

CAPTAIN | OPERATIONS COMMANDER | JANUARY 2019-PRESENT

- Oversee Patrol Division, Detective Division, and Civilian Dispatchers. Responsible for staffing, supervising, and running the daily operations of the various divisions, including supervising background checks, hiring of any new personnel, and overseeing the Field Training Program.

CAPTAIN | DETECTIVE DIVISION COMMANDER | APRIL, 2011 - DECEMBER 2018

- Responsible for the management and supervision of all criminal investigations as well as overseeing Firearms Licensing, Evidence Control, Sex Offender Registration, Court Prosecutor, Media Relations, and School Resource Officers. Managed and balanced State and Federal Forfeiture accounts as well as preparation and submission of NIBRS crime statistics.

CAPTAIN | INTERNAL AFFAIRS COMMANDER | APRIL, 2011 - 2015

- Responsible for investigating complaints against sworn officers as well as proactive monitoring and ensuring compliance with professional standards and departmental rules/regulations/policies.

LIEUTENANT | PATROL SHIFT COMMANDER | JANUARY, 2007 - APRIL 2011

- Night Shift Commander responsible for supervision of Patrol Operations which included assignment of personnel on a daily basis, report review, and booking/housing of prisoners. Responsibility also included handling and investigating any citizen complaints at the first line supervisory level.

SERGEANT | PATROL DIVISION | MARCH, 2002 - JANUARY, 2007

- Night Shift Patrol Sergeant responsible for supervising uniformed Patrol Officers which included making on scene command decisions, maintaining crime scene integrity, report review, and ensuring officer safety and compliance with departmental rules and regulations.

PATROL OFFICER | PATROL DIVISION | MAY, 1995 - MARCH, 2002

- Worked both night and day shifts in Patrol Operations, effected numerous quality arrests, exemplary disciplinary and attendance record, participated in various community events, and taught "Prejudice and Violence Education" program in Medford Public Middle Schools.

EDUCATION

- Master of Arts - Criminal Justice - 1998 - Anna Maria College
- Bachelor of Arts - Psychology - 1994 - Tufts University
- Certificate - Paralegal - 1992 - National Academy for Paralegal Studies

Training

- Certified Front Line Leadership Instructor – Municipal Police Training Committee (MPTC) - 2022
- Stress Resiliency Coordinator Training – MPTC 2022
- Certificate of Training – “What are racially motivated Traffic stops?” – Commonwealth Police Legacy - 2022
- Legal Instructor Certification (Commonwealth of Massachusetts) – MPTC 2022
- Instructor Development “Train the Trainer” – Legal Updates MPTC 2022
- Massachusetts Civil Rights Officer Training – Commonwealth Police Legacy - 2021
- ICAT (Integrating Communications, Assessments, and Tactics) “Train the Trainer” – PERF - 2021
- MPTC Instructor Development Program - 2021
- Massachusetts Police Reform Act Training – Commonwealth Police Legacy - 2021
- CIT (Crisis Intervention Training for Chiefs and Law Enforcement Administrators) - 2021
- FBI LEEDA Trilogy Award - 2019
- FBI LEEDA Executive Leadership Institute - 2019
- FBI LEEDA Supervisor Leadership Institute: Tufts University - 2019
- FBI LEEDA Command Leadership Institute: Tufts University - 2019
- Massachusetts Chief's and Command Staff Legal Update Seminar : Commonwealth Police Legacy - 2019
- Civil Service Law and Procedure in Massachusetts: Commonwealth Police Services – 2017
- Executive Police Leadership Training: Commonwealth Police Services – 2016
- Subject Matter Expert (SME) for Massachusetts Civil Service Promotional Examinations 2015-Present
- Accountability and Discipline / Internal Affairs Seminar: APD Management Consultants – 2011
- Incident Command System 200 (ICS-200): Massachusetts Emergency Management Agency (MEMA) – 2007
- Incident Command System 300 (ICS – 300): Massachusetts Executive Office of Public Safety - 2007
- Reducing the Risks of Death of Persons in Custody: Dept. Of Criminal Justice, UMASS Lowell – 2002
- Advanced Course on The Reid Technique of Interviewing & Interrogation: John E. Reid & Associates – 2001
- Prejudice and Violence (P.A.V.E) Instructor Certification: Newton Police – 1998

Awards and Recognitions

- Numerous Commendations for perfect attendance using no sick or injury leave
- Community Service Award: 2009 - Presented by MPPA and MPSOA for running numerous charity events over the years and raising in excess of 50K dollars.
- Commendation 2004-05: Interrupting a rape in progress of a juvenile female while on overnight uniformed patrol. Two suspects arrested and indicted on numerous offenses including rape of a child and kidnapping.
- Commendation 97-04: Assisted in arrest of suspect for attempted armed robbery of an armored car.
- Numerous Letters of Appreciation from area Chiefs of Police for undercover narcotics operations.
- Medford Police Academy Class 95-01: Valedictorian Award and elected Class Secretary, Executive Board.

****REFERENCES FURNISHED UPON REQUEST****

Minutes Acceptance: Minutes of Jan 17, 2023 7:45 PM (Reading of the Minutes)

Emily Anderson, P.E.

106 E Foster Street
Melrose, MA 02176
[REDACTED]
[REDACTED]

City of Melrose
Conservation Commission
526 Main Street
Melrose, MA 02176

Dear Conservation Commission,

I am interested in applying for a position on the Conservation Commission. I am a civil engineer with a focus on smart site design who has worked on the “other side of the table” for several years, helping clients to permit thoughtfully designed projects that meet or exceed the standards of the Wetlands Protection Act.

I moved to Melrose last year and would appreciate the opportunity to support and promote the natural resources in town. I would be open to being either a full-time member or an associate member. Please feel free to give me a call or email me with any follow-up questions.

Sincerely,

Emily Anderson

Minutes Acceptance: Minutes of Jan 17, 2023 7:45 PM (Reading of the Minutes)

Emily Anderson, P.E.

106 E Foster Stre
Melrose, MA 0217

PROFILE

Collaborative, resourceful and focused civil engineer at a land development firm working on mixed-use projects in Greater Boston. Provide engineering and permitting support to clients to help projects succeed.

EXPERIENCE

ASSISTANT PROJECT MANAGER

BOHLER, BOSTON, MA

2018 - Present

Design and permit site plans for a range of uses, including multi-family housing, transit-oriented commercial shopping centers, mixed-use master planned sites, and industrial distribution centers.

HIGHLIGHTS

Stormwater Design. Utilize the Massachusetts Stormwater Handbook for Low Impact Development sites with a focus on infiltration and phosphorus removal to meet municipal removal targets.

Resilient Buildings. Collaborate with clients regarding current and future flood plains due to climate change and sea level rise and incorporate smart site design to blend existing and future conditions.

Permitting Expertise. Manage large permitting efforts including MEPA filings, Boston BPDA filings, local site plan reviews, and Conservation Commission filings.

ENGINEER II, WATER RESOURCES/SITE GROUP

GREEN INTERNATIONAL AFFILIATES

2015 –2017

Created site plans for public and private clients; designed drainage networks for roadway reconstruction projects, building pipe networks in AutoCAD Civil 3D, analyzing spread, and calculating peak runoff rates with HydroCAD; prepared permit applications for Notices of Intent, Request for Determinations of Applicability, Water Quality Certificates; completed peer reviews of site projects for municipal clients to ensure compliance with town bylaws.

EDUCATION

NORTHEASTERN UNIVERSITY | BOSTON, MA

Bachelor of Science in Civil Engineering, May 2015

INTERESTS

Reading • Sustainability • Yoga • Travel



PAUL BRODEUR
Mayor

CITY OF MELROSE

OFFICE OF THE MAYOR

City Hall, 562 Main Street
Melrose, Massachusetts 02176
Telephone - (781) 979-4440
Fax - (781) 662-2182

MEMORANDUM

To: Melrose City Council
From: Mayor Paul Brodeur
RE: Conservation Commission Appointment
Date: November 8, 2022

I respectfully request the Honorable City Council confirm the appointment of Emily Anderson, of 106 East Foster Street, to the City of Melrose Conservation Commission for a three-year term, said term to expire the last day of February 2025. Ms. Anderson's appointment replaces the appointment of Ryan Sloan, who has resigned from the Conservation Commission in October 2022.

Ms. Anderson, whose request for appointment comes with the support of Conservation Commission member Eric Devlin, has unique experience as a civil engineer helping clients meet or exceed standards of the Wetlands Protection Act through designing thoughtful projects. As a newer Melrose resident, she would like the opportunity to use her expertise to promote and protect Melrose's conservation areas.

Thank you for your consideration.

Minutes Acceptance: Minutes of Jan 17, 2023 7:45 PM (Reading of the Minutes)



PAUL BRODEUR
Mayor

CITY OF MELROSE

OFFICE OF THE MAYOR

City Hall, 562 Main Street
Melrose, Massachusetts 02176
Telephone - (781) 979-4440
Fax - (781) 662-2182

MEMORANDUM

To: Melrose City Council
From: Mayor Paul Brodeur
RE: Library Board of Trustees Appointment
Date: November 8, 2022

I respectfully request the Honorable City Council confirm the appointment of Peter Bowman, of 24 Arlington Road, to the City of Melrose Library Board of Trustees for a one-year term, said term to expire the last day of February 2023. Mr. Bowman's appointment replaces the appointment of Edward Waystack, who has resigned from the Board.

Mr. Bowman, whose request for appointment comes with the support of Melrose Public Library Director Linda Gardener, has previously served on the Melrose Traffic Commission, the Board of Chamber of Commerce, Capital Improvement Plan Committee and the Master Plan Committee.

I am confident that Mr. Bowman's commitment to the City of Melrose will continue in his capacity as a Library Board Trustee.

Thank you for your consideration.

Minutes Acceptance: Minutes of Jan 17, 2023 7:45 PM (Reading of the Minutes)

Contact

www.linkedin.com/in/peter-t-bowman (LinkedIn)

Top Skills

Public Policy

Community Engagement

Grassroots Lobbying

Peter Bowman

Public Policy Leader | Community Engagement Professional |
Detailed Tactician & Global Thinker
Boston, Massachusetts, United States

Summary

I am a telecommunications leader who is passionate about technology playing a powerful role improving society, business, and the individual lives of all ages. I have worked in the public policy arena advocating at both the state and local levels in Massachusetts and Rhode Island. I was the lead government affairs executive on Verizon's negotiating team working with over 100 municipalities and Rhode Island state agencies gaining approval for the company to provide Fios video services. I have a demonstrated track record of defeating legislation that would have a negative impact on the business in the areas of privacy, net neutrality and increased regulation that would have resulted in millions of dollars of increase operational costs. I also have led efforts to pass legislation that was good for expanded technology deployment and economic development.

I am a dynamic leader who builds winning relationships and strateg alliances through strong communication skills and team approach. I have led teams comprised of members from various organizations into a cohesive collaborative group which meets or exceeds its objectives. I use this approach working with trade groups and external partners and as a result have been asked to take leadership positions.

I have extensive experience in creating grassroots support through community engagement to positively influence policies in the communities we live and work. I am a strong believer of the power of volunteerism. I have supported key healthcare organizations such as Boston Children's Hospital and the Jimmy Fund. I also spent time working within my own community to assist with governmental initiatives such as a new master plan.

Minutes Acceptance: Minutes of Jan 17, 2023 7:45 PM (Reading of the Minutes)

Key Competencies: Government relations/lobbying | Media relations | Philanthropy management | Project management | Negotiations | Strategic planning | Sales | Leadership | Community engagement

Experience

Verizon

17 years 7 months

Verizon – Director Government Affairs – Tax Policy

January 2021 - March 2022 (1 year 3 months)

Developed proactive state tax policy seeking opportunities to reduce tax burdens on the company while creating the opportunity for increased infrastructure investment. Worked closely with tax experts to develop legislation considering both the impact at the state and federal level. Analyze the potential for success while developing initial campaign plans to advance the legislation.

-Developed proactive efforts to support tax legislation and broadband deployment through an equipment exemption saving the business more than \$4m annually.

-Led efforts to conduct a detailed analysis to file New Jersey personal proper legislation with the potential of eliminating a multi-million dollar tax dispute that has been ongoing since the late 1990s.

Director Government Affairs/Lobbyist/Community Engagement New England

December 2018 - December 2020 (2 years 1 month)

Lead seven-member team and outside consultants executing legislative strategy, tactics, and content in support of company goals and positions at the municipal and state level in five New England states. Objectives relate to identifying and influencing proposed state and municipal legislative activities, community engagement and broadband deployment.

- Built and sustained broad-based relationships in the community with diverse organizations positively impacting economic development, non-profits, education, health care, seniors, consumers and industry.

- Led the New England team partnering with wireless network organization to negotiate municipal contracts and ordinances to deploy 5G small cells in

Minutes Acceptance: Minutes of Jan 17, 2023 7:45 PM (Reading of the Minutes)

Boston, Arlington, Melrose, Medford, Providence RI, Portland Me to highlight a few key municipalities exceeding the northeast objectives.

National One Fiber Community Engagement/Director Government Affairs/Lobbyist – MA/RI

November 2011 - November 2018 (7 years 1 month)

In an expanded role lobbied the executive branch and the legislature in Rhode Island. Developed and implemented legislative strategy, tactics, and content in support of company goals and positions at the municipal and state level. Identified and influenced proposed state and municipal legislation and regulation. Member of a national leadership team to enhance Verizon's brand and reputation through the development of national community engagement strategy.

- Adopted for a lead role in a first of its kind \$6B one fiber deployment in the City of Boston working with internal senior executives and directly with the mayor and key cabinet members.

- Secured RI small cell legislation the first of its kind in the northeast clearing the path for 5G deployment.

Director External Affairs Massachusetts & Rhode Island

September 2004 - October 2011 (7 years 2 months)

Facilitated Fios franchising process in MA & RI working with direct reports, extensive team of attorneys, negotiators and outside consultants. Led advocacy team that developed strategies and messaging to communicate, influence and interface directly with municipal leaders to gain approvals at the local level to deploy video services.

- Secured 115+ video licenses in MA and gained approvals in 85% of the State of Rhode Island and surpassed the Region's deployment goals and open for sales objectives.

- Provided advocacy leadership on tax and video deployment working closely with internal and external teams. Adopted a campaign mentality using tools such as direct mail, media placements, website strategies and messaging.

- Provided grants to 300 + nonprofit organizations managing a \$4M budget. Strategically executed philanthropy events to garner press and attention for the work.

Minutes Acceptance: Minutes of Jan 17, 2023 7:45 PM (Reading of the Minutes)

Education

Babson F.W. Olin Graduate School of Business
Master of Business Administration - MBA

Northeastern University
Business Administration and Management, General

Peter T. Bowman
24 Arlington Road
Melrose, Massachusetts

Dear Mayor Paul Brodeur,

I am writing to express my interest in serving on the Melrose Library Board of Trustees. As we discussed, I think this is an exciting opportunity to serve the city and I feel my experience both professionally and being part of the community for many years will help me add value to the Board. I also had the opportunity to discuss with Linda Gardener the role and the exciting things currently occurring at the library as well as the construction of the new building.

I have previously served on the Master Plan Committee, Traffic Commission, Board of the Chamber of Commerce and recently on the CIP committee and I think this new role will allow me to continue to give back to the city. As we emerge from the pandemic libraries play a critical role in the community for all residents and I look forward to being involved with this effort. If selected for this position, I will be an active member of the Board providing guidance and support to the library staff and my fellow trustees.

I want to thank you for nominating me and thank the City Council for my consideration. If you need any additional information, please don't hesitate to contact me. I look forward to the next steps in the process.

Sincerely,

Peter T. Bowman

Minutes Acceptance: Minutes of Jan 17, 2023 7:45 PM (Reading of the Minutes)



October 14, 2022

City of Melrose

To Whom It May Concern:

Enclosed please find a petition of NATIONAL GRID covering the installation of underground facilities.

If you have any questions regarding this permit please contact:

If this petition meets with your approval, please return an executed copy to:

National Grid Contact: Vincent LoGuidice; 1101 Turnpike Street; North Andover, MA 01845
Phone 978-725-1392.

Very truly yours,

Bob Coulter
Supervisor, Distribution Design

Enclosures

Minutes Acceptance: Minutes of Jan 17, 2023 7:45 PM (Reading of the Minutes)

Questions contact – Abdel Nabat 781-338-2819

Petition of the Massachusetts Electric Company d/b/a National Grid
Of NORTH ANDOVER, MASSACHUSETTS
For Electric conduit Location:

To City Council of Melrose, Massachusetts

Respectfully represents the Massachusetts Electric Company d/b/a National Grid of North Andover, Massachusetts, that it desires to construct a line of underground electric conduits, including the necessary sustaining and protecting fixtures, under and across the public way or ways hereinafter named.

Wherefore it prays that after due notice and hearing as provided by law, it be granted permission to excavate the public highways and to run and maintain underground electric conduits, together with such sustaining and protecting fixtures as it may find necessary for the transmission of electricity, said underground conduits to be located substantially in accordance with the plan filed herewith marked: Lebanon St - Melrose - Massachusetts.

The following are the streets and highways referred to:

Plan #30668880 Lebanon St - National Grid to install beginning at a point approximately 110 feet northeast of the centerline of the intersection of Lebanon St and Forest St and continuing approximately 12 feet in a northeast direction. Install (1) 2' Conduits 12' +/- from Pole # 1218 on Forest St to an approved Meter Cabinet, for underground Service.

Location approximately as shown on plan attached

Massachusetts Electric Company d/b/a

NATIONAL GRID *Bob Coulter*

BY _____

Engineering Department

Dated: October 14, 2022

Minutes Acceptance: Minutes of Jan 17, 2023 7:45 PM (Reading of the Minutes)

ORDERED:

Notice having been given and public hearing held, as provided by law, that the Massachusetts Electric Company d/b/a National Grid be and it is hereby granted permission to excavate the public highways and to run and maintain underground electric conduits, together with such sustaining and protecting fixtures as said company may deem necessary, in the public way or ways hereinafter referred to, and to make the necessary house connections along said extensions, as requested in petition with said company dated the 14th day of October, 2022.

Said underground electric conduits shall be located substantially in accordance with the plan filed herewith marked – Lebanon St - Melrose - Massachusetts. Plan # 30668880.

The following are the public ways or part of ways along which the underground electric conduits above referred to may be laid:

Lebanon St - National Grid to install beginning at a point approximately 110 feet northeast of the centerline of the intersection of Lebanon St and Forest St and continuing approximately 12 feet in a northeast direction. Install (1) 2' Conduits 12' +/- from Pole # 1218 on Forest St to an approved Meter Cabinet, for underground Service.

I hereby certify that the foregoing order was adopted at a meeting of the
....., held on the day of, 20
....., 20

Received and entered in the records of location orders of the City/Town of
Book Page

Attest:
.....

..... hereby certify that on20....., at o'clock,M
at, a public hearing was held on the petition of
Massachusetts Electric Company d/b/a National Grid for permission to construct the underground
electric conduits described in the order herewith recorded, and that I mailed at least seven days
before said hearing a written notice of the time and place of said hearing to each of the owners of
real estate (as determined by the last preceding assessment for taxation) along the ways or parts of
ways upon which the Company is permitted to construct the underground electric conduits under
said order. And that thereupon said order was duly adopted.

.....
.....
.....

Minutes Acceptance: Minutes of Jan 17, 2023 7:45 PM (Reading of the Minutes)

ORDERED:

Notice having been given and public hearing held, as provided by law, that the Massachusetts Electric Company d/b/a National Grid be and it is hereby granted permission to excavate the public highways and to run and maintain underground electric conduits, together with such sustaining and protecting fixtures as said company may deem necessary, in the public way or ways hereinafter referred to, and to make the necessary house connections along said extensions, as requested in petition with said company dated the 14th day of October, 2022.

Said underground electric conduits shall be located substantially in accordance with the plan filed herewith marked – Lebanon St - Melrose - Massachusetts. Plan # 30668880.

The following are the public ways or part of ways along which the underground electric conduits above referred to may be laid:

Lebanon St - National Grid to install beginning at a point approximately 110 feet northeast of the centerline of the intersection of Lebanon St and Forest St and continuing approximately 12 feet in a northeast direction. Install (1) 2' Conduits 12' +/- from Pole # 1218 on Forest St to an approved Meter Cabinet, for underground Service.

I hereby certify that the foregoing order was adopted at a meeting of the
....., held on the day of, 20
....., 20

Received and entered in the records of location orders of the City/Town of
Book Page

Attest:
.....

..... hereby certify that on20....., at o'clock,M
at, a public hearing was held on the petition of
Massachusetts Electric Company d/b/a National Grid for permission to construct the underground
electric conduits described in the order herewith recorded, and that I mailed at least seven days
before said hearing a written notice of the time and place of said hearing to each of the owners of
real estate (as determined by the last preceding assessment for taxation) along the ways or parts of
ways upon which the Company is permitted to construct the underground electric conduits under
said order. And that thereupon said order was duly adopted.

.....
.....
.....

Minutes Acceptance: Minutes of Jan 17, 2023 7:45 PM (Reading of the Minutes)

Abutter's List – WR# 30475605

<u>Address</u>	<u>Owner's Info</u>	<u>Parcel ID#</u>
1) 103 LEBANON ST.	PESCE,JOSEPH R DIANE M PESCE 103 LEBANON ST. MELROSE, MA 02176	E3 0 2B

Minutes Acceptance: Minutes of Jan 17, 2023 7:45 PM (Reading of the Minutes)

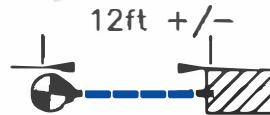
Exhibit A – Not to Scale

The exact location of said Facilities to be established by and upon the installation and erection of the Facilities thereof.



103
Lebanon
St

Sidewalk



P.1218
(EXISTING
N-GRID
POLE)

(METER
CABINET)

(EXISTING
TRAFFIC
SIGNAL
POLE)

Forest Street

WR #: 30668880

UNDERGROUND PETITION



Riser Pole (Existing)

PROPOSED CONDUIT 2-4"

nationalgrid

Scope

Date: 10-14-2022

WORK REQUEST: 30668880

To The: City Of Melrose

For Proposed: Install 2 - 4" PVC Conduit Location: 103 Lebanon St

Drawn By: Abdelwahed Nabat

- NGRID is Petitioning to Install (1) 2" Conduits 12' +/- From Pole# 1218 on Forest St to an Approved Meter Cabinet, for Underground Service.

DISTANCES ARE APPROXIMATE

Minutes Acceptance: Minutes of Jan 17, 2023 7:45 PM (Reading of the Minutes)

**LEGAL NOTICE OF PUBLIC HEARING
CITY OF MELROSE
Monday, December 5, 2022, at 8:00PM
City Council Chamber
City Hall 562 Main St., Melrose**

PET-2023-2: Petition of Massachusetts Electric Company d/b/a National Grid requesting permission to excavate, run and maintain underground electric conduits in accordance with the plan #30668880. National Grid to install beginning approximately 110 ft northeast of the centerline of the intersection of Lebanon St and Forest St and continuing approximately 12 feet in a northeast direction. Installation of (1) 2' conduit 12' +/- from pole #1218 on Forest St to an approved meter cabinet, for underground service.

Kristin Foote
City Clerk

Minutes Acceptance: Minutes of Jan 17, 2023 7:45 PM (Reading of the Minutes)



CITY OF MELROSE

OFFICE OF THE CITY CLERK

KRISTIN FOOTE
CITY CLERK

City Hall, 562 Main Street
Melrose, Massachusetts 0217
Telephone - (781) 979-411
Fax - (781) 665-687

VIA CERTIFIED MAIL

You are hereby notified that the City Council will hold a Public Hearing on

Monday, December 5, 2022, at 8:00 PM

City Council Chambers

City Hall 562 Main Street, Melrose, Ma

You are hereby invited to be present at the hearing regarding **PET-2023-2: Petition of Massachusetts Electric Company d/b/a National Grid** requesting permission to construct a line of underground electric conduits, including the necessary sustaining and protecting fixtures, under and across the public way or ways and permission to excavate the public highways and to run and maintain underground electric conduits, together with such sustaining and protecting fixtures as it may find necessary for the transmission of electricity, said underground conduits to be located substantially in accordance with the plan filed herewith marked:

Lebanon St –

National Grid to install beginning at a point approximately 110 feet northeast of the centerline of the intersection of Lebanon St and Forest St and continuing approximately 12 feet in a northeast direction. Install (1) 2' Conduits 12' +/- from Pole# 1218 on Forest St to an approved Meter Cabinet, for underground service.
Plan #30668880

Minutes Acceptance: Minutes of Jan 17, 2023 7:45 PM (Reading of the Minutes)

After reviewing the plans, this installation does not look like something that would benefit the IT Dept. If this were a longer stretch of conduit and in the road, it may be worth putting in a shadow conduit.

nationalgrid

CITY CLERK MELROSE-MA
2022 OCT 3 PM12:44

September 22, 2022

City of Melrose

To Whom It May Concern:

Enclosed please find a petition of NATIONAL GRID and VERIZON, covering joint NATIONAL GRID-VERIZON pole location(s)

If you have any questions regarding this permit please contact:

Please notify National Grid's Vincent LoGuidice of the hearing date / time at 978-725-1392 or Vincent.LoGuidice@NationalGrid.com.

If this petition meets with your approval, please return an executed copy to each of the above named Companies.

National Grid Contact: Vincent LoGuidice; 1101 Turnpike Street; North Andover, MA 01845

Very truly yours,

Bob Coulter
Supervisor, Distribution Design

Enclosures

Minutes Acceptance: Minutes of Jan 17, 2023 7:45 PM (Reading of the Minutes)

Questions contact – Richard Paz 781-907-4942

PETITION FOR JOINT OR IDENTICAL POLE LOCATIONS

North Andover, Massachusetts

To the City Council
Of Melrose, Massachusetts

Massachusetts Electric Company d/b/a National Grid and Verizon New England, Inc requests permission to locate poles, wires, and fixtures, including the necessary sustaining and protecting fixtures, along and across the following public way:

Ashland St - National Grid to install 3 JO Poles and Remove 1 JO Pole on Ashland St beginning at a point approximately 20 feet south of the centerline of the intersection of Franklin St. Install 2 new poles and replace 1 pole with anchor for 3 line voltage regulators.

Location approximately as shown on plan attached

Wherefore it prays that after due notice and hearing as provided by law, it be granted a location for and permission to erect and maintain poles and wires, together with such sustaining and protecting fixtures as it may find necessary, said poles to be erected substantially in accordance with the plan filed herewith marked – Ashland St – Melrose – Massachusetts.

No.# 30440731 August 17, 2022

Also for permission to lay and maintain underground laterals, cables, and wires in the above or intersecting public ways for the purpose of making connections with such poles and buildings as each of said petitioners may desire for distributing purposes.

Your petitioner agrees to reserve space for one cross-arm at a suitable point on each of said poles for the fire, police, telephone, and telegraph signal wires belonging to the municipality and used by it exclusively for municipal purposes.

Massachusetts Electric Company d/b/a

NATIONAL GRID *Bob Coulter*

BY _____

Engineering Department

VERIZON NEW ENGLAND, INC.

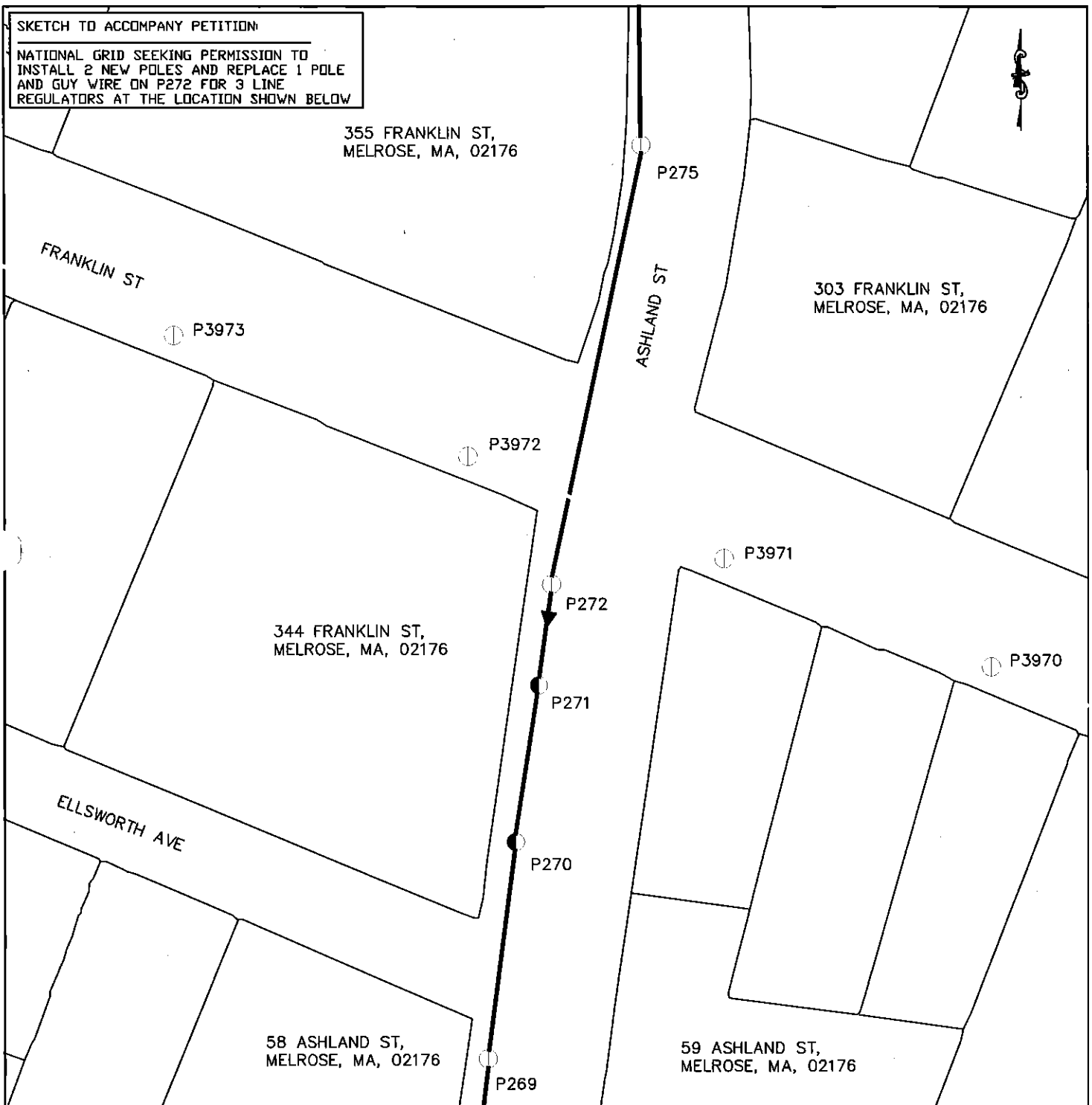
BY _____

Manager / Right of Way

Minutes Acceptance: Minutes of Jan 17, 2023 7:45 PM (Reading of the Minutes)

SKETCH TO ACCOMPANY PETITION

NATIONAL GRID SEEKING PERMISSION TO
INSTALL 2 NEW POLES AND REPLACE 1 POLE
AND GUY WIRE ON P272 FOR 3 LINE
REGULATORS AT THE LOCATION SHOWN BELOW



LEGEND



EXISTING J/O POLE



PROPOSED J/O POLE

ON SECONDARY



ON PRIMARY



SPAN GUY



INSTALL NEW ANCHOR AND GUY

MELROSE TOWN PETITION

344 FRANKLIN ST

MELROSE, MA

Exhibit 'A' not to scale. The exact location of said facilities to be established upon the installation and erection of the facilities thereof

Date: 7/12/2022

Designer: PAZRIC

W/R: 30440731

nationalgrid

Minutes Acceptance: Minutes of Jan 17, 2023 7:45 PM (Reading of the Minutes)



CITY OF MELROSE

DEPARTMENT OF PUBLIC WORKS

*Administration-Engineering-Water-Sewer-Facilities
Parks-Forestry-Highway-Sanitation-Cemetery-Fleet*

Vonnie Reis, P.E.
City Engineer

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

November 14, 2022

To: City Council
Fr: Vonnie Reis, City Engineer

Re: NGRID request for GOL at Ashland St.

NGRID Electric files a petition for a grant of location to install three (3) JO poles on Ashland St. in accordance with a request and plan dated September 22, 2022. I recommend approval with the following conditions noted:

- NGRID shall call Dig Safe and the City's Water and Sewer Department at least 72 hours prior to conducting the work.
- NGRID is responsible for any required police details.
- NGRID shall notify immediate property owners of the start date of the work at least 48 hours in advance. If access to driveways will be restricted, NGRID crews must coordinate with property owners to move vehicles in advance of work.
- Ashland St. is a route for children walking to school. NGRID shall either halt work during the school arrival and departure hours or set up a safe, alternative pathway (i.e., with cones, etc) for pedestrians.
- New paving and sidewalks were just installed on Ashland St. Any damage to either will be repaired within 2 weeks at no cost to the City.
- NRGID will loam and seed around the new pole locations and clean up all debris. If necessary, NGRID will re-seed in the spring.

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CITY OF MELROSE

Office of Treasurer-Collector

Kathryn J Armata
Treasurer-Collector

City Hall, 562 Main Street
Melrose, Massachusetts 02176
Treasurer - (781) 979-4162
Collector - (781) 979-4120
Fax - (781) 665-6877

MEMORANDUM

To: Melrose City Council
Mayor Brodeur

From: Kathryn Armata

Date: September 20, 2022

Re: Loan Order – Horace Mann Elementary School Roof Replacement

ORDERED: That the City appropriates \$1,460,177 for the purpose of paying costs of replacing the roof at the Horace Mann Elementary School located at 30 Damon Avenue, Melrose, Massachusetts, including the payment of all costs incidental and related thereto (the "Project"), which proposed Project would materially extend the useful life of the school and preserve an asset that otherwise is capable of supporting the required educational program, and for which the City may be eligible for a grant from the Massachusetts School Building Authority (the "MSBA"), said amount to be expended under the direction of the Office of Planning and Community Development; that to meet this appropriation, the Treasurer, with the approval of the Mayor, is authorized to borrow said amount under and pursuant to Chapter 44, Section 7(1) or Chapter 70B of the General Laws, or pursuant to any other enabling authority, and to issue bonds or notes of the City therefor; that the City acknowledges that the MSBA's grant program is a non-entitlement, discretionary program based on need, as determined by the MSBA, and any project costs the City incurs in excess of any grant approved by and received from the MSBA shall be the sole responsibility of the City; that any grant that the City may receive from the MSBA for the Project shall not exceed the lesser of (1) forty-nine and thirty-one hundredths percent (49.31%) of eligible, approved project costs, as determined by the MSBA, or (2) the total maximum grant amount determined by the MSBA; and that the amount of the borrowing authorized by this order shall be reduced by any grant amount set forth in and received pursuant to the Project Funding Agreement that may be executed between the City and the MSBA.

Pursuant to Section 56-14 of the City Ordinances, attached is a projection of the principal and interest costs on the bonds proposed to be authorized by the following loan orders under

Minutes Acceptance: Minutes of Jan 17, 2023 7:45 PM (Reading of the Minutes)

consideration by the City Council. The payment schedule attached assumes a 30-year borrowing term, an interest rate assumption of 5.5% over the life of the borrowing, and a level debt service payment schedule. The debt service on these bonds will not be paid from an enterprise fund and will have no impact on any enterprise fund rates."

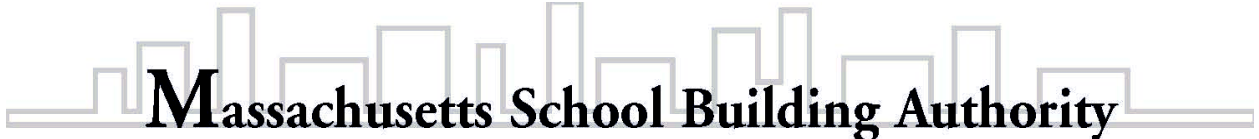
FINANCIAL IMPACT: See attached

BOND DEBT SERVICE

City of Melrose, Massachusetts
Proposed \$1,460,177 Horace Mann Elementary School Roof Bonds
30 years - Level Debt Service
Interest Estimated and Subject to Change

	Dated Date Delivery Date		09/15/2023 09/15/2023		
Period Ending	Principal	Coupon	Interest	Debt Service	Annual Debt Service
03/15/2024	-	-	40,154.87	40,154.87	-
06/30/2024	-	-	-	-	40,154.87
09/15/2024	20,177.00	5.500%	40,154.87	60,331.87	-
03/15/2025	-	-	39,600.00	39,600.00	-
06/30/2025	-	-	-	-	99,931.87
09/15/2025	20,000.00	5.500%	39,600.00	59,600.00	-
03/15/2026	-	-	39,050.00	39,050.00	-
06/30/2026	-	-	-	-	98,650.00
09/15/2026	20,000.00	5.500%	39,050.00	59,050.00	-
03/15/2027	-	-	38,500.00	38,500.00	-
06/30/2027	-	-	-	-	97,550.00
09/15/2027	25,000.00	5.500%	38,500.00	63,500.00	-
03/15/2028	-	-	37,812.50	37,812.50	-
06/30/2028	-	-	-	-	101,312.50
09/15/2028	25,000.00	5.500%	37,812.50	62,812.50	-
03/15/2029	-	-	37,125.00	37,125.00	-
06/30/2029	-	-	-	-	99,937.50
09/15/2029	25,000.00	5.500%	37,125.00	62,125.00	-
03/15/2030	-	-	36,437.50	36,437.50	-
06/30/2030	-	-	-	-	98,562.50
09/15/2030	30,000.00	5.500%	36,437.50	66,437.50	-
03/15/2031	-	-	35,612.50	35,612.50	-
06/30/2031	-	-	-	-	102,050.00
09/15/2031	30,000.00	5.500%	35,612.50	65,612.50	-
03/15/2032	-	-	34,787.50	34,787.50	-
06/30/2032	-	-	-	-	100,400.00
09/15/2032	30,000.00	5.500%	34,787.50	64,787.50	-
03/15/2033	-	-	33,962.50	33,962.50	-
06/30/2033	-	-	-	-	98,750.00
09/15/2033	30,000.00	5.500%	33,962.50	63,962.50	-
03/15/2034	-	-	33,137.50	33,137.50	-
06/30/2034	-	-	-	-	97,100.00
09/15/2034	35,000.00	5.500%	33,137.50	68,137.50	-
03/15/2035	-	-	32,175.00	32,175.00	-
06/30/2035	-	-	-	-	100,312.50
09/15/2035	35,000.00	5.500%	32,175.00	67,175.00	-
03/15/2036	-	-	31,212.50	31,212.50	-
06/30/2036	-	-	-	-	98,387.50
09/15/2036	40,000.00	5.500%	31,212.50	71,212.50	-
03/15/2037	-	-	30,112.50	30,112.50	-
06/30/2037	-	-	-	-	101,325.00
09/15/2037	40,000.00	5.500%	30,112.50	70,112.50	-
03/15/2038	-	-	29,012.50	29,012.50	-
06/30/2038	-	-	-	-	99,125.00
09/15/2038	45,000.00	5.500%	29,012.50	74,012.50	-
03/15/2039	-	-	27,775.00	27,775.00	-
06/30/2039	-	-	-	-	101,787.50
09/15/2039	45,000.00	5.500%	27,775.00	72,775.00	-
03/15/2040	-	-	26,537.50	26,537.50	-
06/30/2040	-	-	-	-	99,312.50
09/15/2040	45,000.00	5.500%	26,537.50	71,537.50	-
03/15/2041	-	-	25,300.00	25,300.00	-
06/30/2041	-	-	-	-	96,837.50
09/15/2041	50,000.00	5.500%	25,300.00	75,300.00	-
03/15/2042	-	-	23,925.00	23,925.00	-
06/30/2042	-	-	-	-	99,225.00
09/15/2042	55,000.00	5.500%	23,925.00	78,925.00	-
03/15/2043	-	-	22,412.50	22,412.50	-
06/30/2043	-	-	-	-	101,337.50
09/15/2043	55,000.00	5.500%	22,412.50	77,412.50	-
03/15/2044	-	-	20,900.00	20,900.00	-
06/30/2044	-	-	-	-	98,312.50
09/15/2044	60,000.00	5.500%	20,900.00	80,900.00	-
03/15/2045	-	-	19,250.00	19,250.00	-
06/30/2045	-	-	-	-	100,150.00
09/15/2045	60,000.00	5.500%	19,250.00	79,250.00	-
03/15/2046	-	-	17,600.00	17,600.00	-
06/30/2046	-	-	-	-	96,850.00
09/15/2046	65,000.00	5.500%	17,600.00	82,600.00	-
03/15/2047	-	-	15,812.50	15,812.50	-
06/30/2047	-	-	-	-	98,412.50
09/15/2047	70,000.00	5.500%	15,812.50	85,812.50	-
03/15/2048	-	-	13,887.50	13,887.50	-
06/30/2048	-	-	-	-	99,700.00
09/15/2048	75,000.00	5.500%	13,887.50	88,887.50	-
03/15/2049	-	-	11,825.00	11,825.00	-
06/30/2049	-	-	-	-	100,712.50
09/15/2049	80,000.00	5.500%	11,825.00	91,825.00	-
03/15/2050	-	-	9,625.00	9,625.00	-
06/30/2050	-	-	-	-	101,450.00
09/15/2050	80,000.00	5.500%	9,625.00	89,625.00	-
03/15/2051	-	-	7,425.00	7,425.00	-
06/30/2051	-	-	-	-	97,050.00
09/15/2051	85,000.00	5.500%	7,425.00	92,425.00	-
03/15/2052	-	-	5,087.50	5,087.50	-
06/30/2052	-	-	-	-	97,512.50
09/15/2052	90,000.00	5.500%	5,087.50	95,087.50	-
03/15/2053	-	-	2,612.50	2,612.50	-
06/30/2053	-	-	-	-	97,700.00
09/15/2053	95,000.00	5.500%	2,612.50	97,612.50	-
06/30/2054	-	-	-	-	97,612.50
	1,460,177.00		1,557,334.74	3,017,511.74	3,017,511.74

Minutes Acceptance: Minutes of Jan 17, 2023 7:45 PM (Reading of the Minutes)



Massachusetts School Building Authority

Deborah B. Goldberg
Chairman, State Treasurer

James A. MacDonald
Chief Executive Officer

John K. McCarthy
Executive Director / Deputy CEO

August 31, 2022

The Honorable Paul Brodeur, Mayor
City of Melrose
Melrose City Hall
562 Main Street
Melrose, MA 02176

Re: City of Melrose, Herbert Clark Hoover Elementary School, Horace Mann Elementary School

Dear Mayor Brodeur:

I am pleased to report that the Board of the Massachusetts School Building Authority (the “MSBA”) voted to approve the Proposed Accelerated Repair Project (the “Proposed Project”) in the City of Melrose (the “City”) for a roof replacement project at the Herbert Clark Hoover Elementary School, and a roof replacement project at the Horace Mann Elementary School.

The Board approved an Estimated Maximum Total Facilities Grant for each project as shown in the table below, which does not include any funds for potentially eligible Owner’s or Construction Contingency Expenditures. In the event that the MSBA determines that any Owner’s and/or Construction Contingency Expenditures are eligible for reimbursement, the Maximum Total Facilities Grant for the Herbert Clark Hoover Elementary School and Horace Mann Elementary School Projects may increase to each amount shown below. The final grant amounts will be determined by the MSBA based on a review and audit of all project costs incurred by the City, in accordance with the MSBA’s regulations, policies, and guidelines and the Project Funding Agreement. The final grant amount may be an amount less than the Estimated Maximum Total Facilities Grant.

Project Funding Agreement	Herbert Clark Hoover Elementary School	Horace Mann Elementary School
Estimated Maximum Total Facilities Grant	\$1,021,573	\$624,400
Maximum Total Facilities Grant	\$1,069,127	\$649,456

Pursuant to the terms of the MSBA’s Accelerated Repair Program, the City has 90 days to acquire and certify local approval for an appropriation and all other necessary local votes or approvals showing acceptance of the cost, site, type, scope and timeline for the Herbert Clark

Page 2
 August 31, 2022
 Melrose ARP PFA Board Action Letter

Hoover Elementary School and the Horace Mann Elementary School Projects. Upon receipt of the certified votes demonstrating local approval, the MSBA and the City will execute a Project Funding Agreement, which will set forth the terms and conditions pursuant to which the City will receive its grant from the MSBA. Once the Project Funding Agreement has been executed by both parties, the City will be eligible to submit requests for reimbursement for Proposed Project costs to the MSBA.

We will be contacting you soon to discuss these next steps in more detail, but in the meantime, I wanted to share with you the Board's approval of the Herbert Clark Hoover Elementary School and Horace Mann Elementary School Projects in the City of Melrose for a roof replacement project at the Herbert Clark Hoover Elementary School, and a roof replacement project at the Horace Mann Elementary School, and the Board's authorization to execute a Project Funding Agreement for these Proposed Projects.

Sincerely,



John K. McCarthy
 Executive Director

Cc: Legislative Delegation
 Christopher C. Cinella, President, Melrose City Council
 Denise M. Gaffey, Director of Planning and Community Development, City of Melrose
 Jen McAndrew, Chair, Melrose School Committee
 Dr. Julie Kukenberger, Superintendent, Melrose Public Schools
 Jon Lemieux, Owner's Project Manager, Vertex Companies, Inc.
 Joseph P. Viamari, Jr., Designer, Tighe & Bond, Inc.
 File: 10.2 Letters

Minutes Acceptance: Minutes of Jan 17, 2023 7:45 PM (Reading of the Minutes)

**EXHIBIT A
PROJECT BUDGET
CITY OF MELROSE
HERBERT CLARK HOOVER ELEMENTARY SCHOOL AND
HORACE MANN ELEMENTARY SCHOOL**

Minutes Acceptance: Minutes of Jan 17, 2023 7:45 PM (Reading of the Minutes)

PROJECT FUNDING AGREEMENT

City of Melrose
Herbert Clark Hoover Elementary School

8/24/2022

Total Project Budget: All costs associated with the project are subject to 963 CMR 2.16(5)	Estimated Budget	Scope Items Excluded from the Basis of Estimated Total Facilities Grant or Otherwise Ineligible	Basis of Estimated Total Facilities Grant ¹	Estimated Maximum Total Facilities Grant ¹
Feasibility Study Agreement				
OPM Feasibility Study	\$7,500	\$0	\$7,500	
A&E Feasibility Study	\$49,100	\$0	\$49,100	
Env. & Site	\$0	\$0	\$0	
Other	\$0	\$0	\$0	
Feasibility Study Agreement Subtotal	\$56,600	\$0	\$56,600	\$27,909
Administration				
Legal Fees	\$0	\$0	\$0	\$0
Owner's Project Manager				
Design Development	\$0	\$0	\$0	
Construction Contract Documents	\$20,434	\$0	\$20,434	
Bidding	\$8,960	\$0	\$8,960	
Construction Contract Administration	\$101,045	\$0	\$101,045	
Closeout	\$12,558	\$0	\$12,558	
Extra Services	\$0	\$0	\$0	
Reimbursable & Other Services	\$5,000	\$0	\$5,000	
Cost Estimates	\$0	\$0	\$0	
Advertising	\$0	\$0	\$0	
Permitting	\$0	\$0	\$0	
Owner's Insurance	\$0	\$0	\$0	
Other Administrative Costs	\$0	\$0	\$0	
Administration Subtotal	\$147,997	\$0	\$147,997	\$72,977
Architecture and Engineering				
Basic Services				
Design Development	\$0	\$0	\$0	
Construction Contract Documents	\$60,400	\$0	\$60,400	
Bidding	\$4,400	\$0	\$4,400	
Construction Contract Administration	\$34,600	\$0	\$34,600	
Closeout	\$3,600	\$0	\$3,600	
Other Basic Services	\$0	\$0	\$0	
Basic Services Subtotal	\$103,000	\$0	\$103,000	
Reimbursable Services				
Construction testing	\$0	\$0	\$0	
Printing (over minimum)	\$0	\$0	\$0	
Other Reimbursable Costs	\$0	\$0	\$0	
Hazardous Materials	\$10,700	\$0	\$10,700	
Geotech & Geo-Env.	\$0	\$0	\$0	
Site Survey	\$0	\$0	\$0	
Wetlands	\$0	\$0	\$0	
Traffic Studies	\$0	\$0	\$0	
Architectural/Engineering Subtotal	\$113,700	\$0	\$113,700	\$56,065
CM & Risk Preconstruction Services				
Pre-Construction Services	\$0	\$0	\$0	\$0
Site Acquisition				
Land/Building Purchase	\$0	\$0	\$0	
Appraisal Fees	\$0	\$0	\$0	
Recording fees	\$0	\$0	\$0	
Site Acquisition Subtotal	\$0	\$0	\$0	\$0
Construction Costs				
Construction Budget	\$0	\$0		
GMP Fee	\$0	\$0		
GMP Insurance	\$0	\$0		
GMP Contingency	\$0	\$0		
Division 1 - General Requirements	\$543,866	\$0		
Division 2 - Existing Conditions	\$340,900	\$0		
Division 3 - Concrete	\$0	\$0		
Division 4 - Masonry	\$16,200	\$0		
Division 5 - Metals	\$157,086	\$0		
Division 6 - Woods, Plastics and Composites	\$28,464	\$0		
Division 7 - Thermal and Moisture Protection	\$654,165	\$127,577		
Division 8 - Openings	\$0	\$0		
Division 9 - Finishes	\$0	\$0		
Division 10 - Specialties	\$0	\$0		
Division 11 - Equipment	\$0	\$0		
Division 12 - Furnishings	\$0	\$0		
Division 13 - Special Construction	\$0	\$0		
Division 14 - Conveying Systems	\$0	\$0		
Division 21 - Fire Suppression	\$0	\$0		
Division 22 - Plumbing	\$32,685	\$0		
Division 23 - HVAC	\$63,526	\$0		
Division 25 - Integrated Automation	\$0	\$0		
Division 26 - Electrical	\$44,124	\$0		
Division 27 - Communications	\$0	\$0		
Division 28 - Electronic Safety and Security	\$0	\$0		
Division 31 - Earthwork	\$0	\$0		
Division 32 - Exterior Improvements	\$0	\$0		
Division 33 - Utilities	\$0	\$0		
Construction Budget	\$1,881,016	\$127,577	\$1,753,439	\$864,621
Alternates				
	\$0	\$0	\$0	
	\$0	\$0	\$0	
	\$0	\$0	\$0	
Alternates Subtotal	\$0	\$0	\$0	\$0
Miscellaneous Project Costs				
Utility company Fees	\$0	\$0	\$0	
Testing Services	\$0	\$0	\$0	
Swing Space/Modulars	\$0	\$0	\$0	
Other Project Costs (Mailing & Moving)	\$0	\$0	\$0	
Misc. Project Costs Subtotal	\$0	\$0	\$0	\$0

Minutes Acceptance: Minutes of Jan 17, 2023 7:45 PM (Reading of the Minutes)

City of Melrose
Herbert Clark Hoover Elementary School

8/24/2022

Total Project Budget: All costs associated with the project are subject to 963 CMR 2.16(5)	Estimated Budget	Scope Items Excluded from the Basis of Estimated Total Facilities Grant or Otherwise Ineligible	Basis of Estimated Total Facilities Grant ¹	Estimated Maximum Total Facilities Grant ¹
Furnishings and Equipment				
Furnishings	\$0	\$0	\$0	
Equipment	\$0	\$0	\$0	
Computer Equipment	\$0	\$0	\$0	
FF&E Subtotal	\$0	\$0	\$0	\$0
Soft Costs that exceed 20% of Const'n Cost		\$0	\$0	
Project Budget	\$2,199,313	\$127,577	\$2,071,736	\$1,021,573

Board Authorization	
Project Budget	\$2,199,313
Scope Items Excluded or Otherwise Ineligible	-\$127,577
Basis of Estimated Total Facilities Grant ¹	\$2,071,736
Reimbursement Rate	49.31%
Estimated Maximum Total Facilities Grant ¹	\$1,021,573

Total Construction Contingency ²	\$94,051
Ineligible Construction Contingency ²	\$6,379
Potentially Eligible Construction Contingency ²	\$87,672
Total Owner's Contingency ²	\$13,085
Ineligible Owner's Contingency ²	\$4,318
Potentially Eligible Owner's Contingency ²	\$8,767
Total Potentially Eligible Contingency ²	\$96,439
Reimbursement Rate	49.31%
Potential Additional Contingency Grant Funds ²	\$47,554
Maximum Total Facilities Grant	\$1,069,127
Total Project Budget	\$2,306,449

This document was prepared by the MSBA based on a preliminary review of information and estimates provided by the Owner's Project Manager of City of Melrose for the Herbert Clark Hoover Elementary School project. Based on this preliminary review, certain budget, cost and scope items have been determined to be ineligible for reimbursement, however, this document does not contain a final, exhaustive list of all budget, cost and scope items which may be ineligible for reimbursement by the MSBA. Nor is it intended to be a final determination of which budget, cost and scope items may be eligible for reimbursement by the MSBA. All project budget, cost and scope items shall be subject to review and audit by the Authority, and the Authority shall determine, in its sole discretion whether any such budget, cost and scope items are eligible for reimbursement. The MSBA may determine that certain additional budget, cost and scope items are ineligible for reimbursement.

1. The estimated maximum facilities grant established for the Project Funding Agreement does not include any potentially eligible contingency funds and is subject to review and audit by the MSBA. At the time of PFA Bid Amendment, the Estimated Maximum Facilities Grant and the Maximum Total Facilities Grant will be adjusted to account for any budget revision requests submitted and approved by the MSBA at the time of establishing the Amendment.

2. Pursuant to Section 3.20 of the Project Funding Agreement and the applicable policies and guidelines of the Authority, any project costs associated with the reallocation or transfer of funds from either the Owner's contingency or the Construction contingency to other budget line items shall be subject to review by the Authority to determine whether any such costs are eligible for reimbursement by the Authority. All costs are subject to review and audit by the MSBA.

By signing this Total Project Budget, I hereby certify that I have read and understand the form and further certify, to the best of my knowledge and belief, that the information supplied by the District in the table above is true, accurate, and complete.

By:
Title: Chair of School Building Committee

Date: _____

By signing this Total Project Budget, I hereby certify that I have read and understand the form and further certify, to the best of my knowledge and belief, that the information supplied by the District in the table above is true, accurate, and complete.

By:
Title: Superintendent of Schools

Date: _____

By signing this Total Project Budget, I hereby certify that I have read and understand the form and further certify, to the best of my knowledge and belief, that the information supplied by the District in the table above is true, accurate, and complete.

By:
Title: Chief Executive Officer

Date: _____

By signing this Total Project Budget, I hereby certify that I have read and understand the form and further certify, to the best of my knowledge and belief, that the information supplied by the District in the table above is true, accurate, and complete.

By:
Title: Chair of School Committee

Date: _____

Minutes Acceptance: Minutes of Jan 17, 2023 7:45 PM (Reading of the Minutes)

City of Melrose
Horace Mann Elementary School

8/24/2022

Total Project Budget: All costs associated with the project are subject to 963 CMR 2.16(5)	Estimated Budget	Scope Items Excluded from the Basis of Estimated Total Facilities Grant or Otherwise Ineligible	Basis of Estimated Total Facilities Grant ¹	Estimated Maximum Total Facilities Grant ¹
Feasibility Study Agreement				
OPM Feasibility Study	\$7,500	\$0	\$7,500	
A&E Feasibility Study	\$40,700	\$0	\$40,700	
Env. & Site	\$0	\$0	\$0	
Other	\$0	\$0	\$0	
Feasibility Study Agreement Subtotal	\$48,200	\$0	\$48,200	\$23,767
Administration				
Legal Fees	\$0	\$0	\$0	\$0
Owner's Project Manager				
Design Development	\$0	\$0	\$0	
Construction Contract Documents	\$20,434	\$0	\$20,434	
Bidding	\$8,960	\$0	\$8,960	
Construction Contract Administration	\$101,045	\$0	\$101,045	
Closeout	\$12,558	\$0	\$12,558	
Extra Services	\$0	\$0	\$0	
Reimbursable & Other Services	\$5,000	\$0	\$5,000	
Cost Estimates	\$0	\$0	\$0	
Advertising	\$0	\$0	\$0	
Permitting	\$0	\$0	\$0	
Owner's Insurance	\$0	\$0	\$0	
Other Administrative Costs	\$0	\$0	\$0	
Administration Subtotal	\$147,997	\$0	\$147,997	\$72,977
Architecture and Engineering				
Basic Services				
Design Development	\$0	\$0	\$0	
Construction Contract Documents	\$41,400	\$0	\$41,400	
Bidding	\$4,400	\$0	\$4,400	
Construction Contract Administration	\$28,800	\$0	\$28,800	
Closeout	\$3,600	\$0	\$3,600	
Other Basic Services	\$0	\$0	\$0	
Basic Services Subtotal	\$78,200	\$0	\$78,200	
Reimbursable Services				
Construction testing	\$0	\$0	\$0	
Printing (over minimum)	\$0	\$0	\$0	
Other Reimbursable Costs	\$0	\$0	\$0	
Hazardous Materials	\$5,400	\$0	\$5,400	
Geotech & Geo-Env.	\$0	\$0	\$0	
Site Survey	\$0	\$0	\$0	
Wetlands	\$0	\$0	\$0	
Traffic Studies	\$0	\$0	\$0	
Architectural/Engineering Subtotal	\$83,600	\$0	\$83,600	\$41,223
CM & Risk Preconstruction Services				
Pre-Construction Services	\$0	\$0	\$0	\$0
Site Acquisition				
Land/Building Purchase	\$0	\$0	\$0	
Appraisal Fees	\$0	\$0	\$0	
Recording fees	\$0	\$0	\$0	
Site Acquisition Subtotal	\$0	\$0	\$0	\$0
Construction Costs				
Construction Budget	\$0	\$0		
GMP Fee	\$0	\$0		
GMP Insurance	\$0	\$0		
GMP Contingency	\$0	\$0		
Division 1 - General Requirements	\$321,849	\$0		
Division 2 - Existing Conditions	\$212,272	\$0		
Division 3 - Concrete	\$0	\$0		
Division 4 - Masonry	\$0	\$0		
Division 5 - Metals	\$5,380	\$0		
Division 6 - Woods, Plastics and Composites	\$16,656	\$0		
Division 7 - Thermal and Moisture Protection	\$475,936	\$96,869		
Division 8 - Openings	\$0	\$0		
Division 9 - Finishes	\$0	\$0		
Division 10 - Specialties	\$0	\$0		
Division 11 - Equipment	\$0	\$0		
Division 12 - Furnishings	\$0	\$0		
Division 13 - Special Construction	\$0	\$0		
Division 14 - Conveying Systems	\$0	\$0		
Division 21 - Fire Suppression	\$0	\$0		
Division 22 - Plumbing	\$29,864	\$0		
Division 23 - HVAC	\$25,226	\$0		
Division 25 - Integrated Automation	\$0	\$0		
Division 26 - Electrical	\$25,960	\$0		
Division 27 - Communications	\$0	\$0		
Division 28 - Electronic Safety and Security	\$0	\$0		
Division 31 - Earthwork	\$0	\$0		
Division 32 - Exterior Improvements	\$0	\$0		
Division 33 - Utilities	\$0	\$0		
Construction Budget	\$1,113,143	\$96,869	\$1,016,274	\$501,125
Alternates				
	\$0	\$0	\$0	
	\$0	\$0	\$0	
	\$0	\$0	\$0	
Alternates Subtotal	\$0	\$0	\$0	\$0
Miscellaneous Project Costs				
Utility company Fees	\$0	\$0	\$0	
Testing Services	\$0	\$0	\$0	
Swing Space/Modulars	\$0	\$0	\$0	
Other Project Costs (Mailing & Moving)	\$0	\$0	\$0	
Misc. Project Costs Subtotal	\$0	\$0	\$0	\$0

Minutes Acceptance: Minutes of Jan 17, 2023 7:45 PM (Reading of the Minutes)

City of Melrose
Horace Mann Elementary School

8/24/2022

Total Project Budget: All costs associated with the project are subject to 963 CMR 2.16(5)	Estimated Budget	Scope Items Excluded from the Basis of Estimated Total Facilities Grant or Otherwise Ineligible	Basis of Estimated Total Facilities Grant ¹	Estimated Maximum Total Facilities Grant ¹
Furnishings and Equipment				
Furnishings	\$0	\$0	\$0	
Equipment	\$0	\$0	\$0	
Computer Equipment	\$0	\$0	\$0	
FF&E Subtotal	\$0	\$0	\$0	\$0
Soft Costs that exceed 20% of Const'n Cost		\$29,797	-\$29,797	
Project Budget	\$1,392,940	\$126,666	\$1,266,274	\$624,400

Board Authorization	
Project Budget	\$1,392,940
Scope Items Excluded or Otherwise Ineligible	-\$126,666
Basis of Estimated Total Facilities Grant ¹	\$1,266,274
Reimbursement Rate	49.31%
Estimated Maximum Total Facilities Grant ¹	\$624,400

Total Construction Contingency ²	\$55,657
Ineligible Construction Contingency ²	\$4,843
Potentially Eligible Construction Contingency ²	\$50,814
Total Owner's Contingency ²	\$11,580
Ineligible Owner's Contingency ²	\$11,580
Potentially Eligible Owner's Contingency ²	\$0
Total Potentially Eligible Contingency ²	\$50,814
Reimbursement Rate	49.31%
Potential Additional Contingency Grant Funds ²	\$25,056
Maximum Total Facilities Grant	\$649,456
Total Project Budget	\$1,460,177

This document was prepared by the MSBA based on a preliminary review of information and estimates provided by the Owner's Project Manager of City of Melrose for the Horace Mann Elementary School project. Based on this preliminary review, certain budget, cost and scope items have been determined to be ineligible for reimbursement, however, this document does not contain a final, exhaustive list of all budget, cost and scope items which may be ineligible for reimbursement by the MSBA. Nor is it intended to be a final determination of which budget, cost and scope items may be eligible for reimbursement by the MSBA. All project budget, cost and scope items shall be subject to review and audit by the Authority, and the Authority shall determine, in its sole discretion whether any such budget, cost and scope items are eligible for reimbursement. The MSBA may determine that certain additional budget, cost and scope items are ineligible for reimbursement.

1. The estimated maximum facilities grant established for the Project Funding Agreement does not include any potentially eligible contingency funds and is subject to review and audit by the MSBA. At the time of PFA Bid Amendment, the Estimated Maximum Facilities Grant and the Maximum Total Facilities Grant will be adjusted to account for any budget revision requests submitted and approved by the MSBA at the time of establishing the Amendment.

2. Pursuant to Section 3.20 of the Project Funding Agreement and the applicable policies and guidelines of the Authority, any project costs associated with the reallocation or transfer of funds from either the Owner's contingency or the Construction contingency to other budget line items shall be subject to review by the Authority to determine whether any such costs are eligible for reimbursement by the Authority. All costs are subject to review and audit by the MSBA.

By signing this Total Project Budget, I hereby certify that I have read and understand the form and further certify, to the best of my knowledge and belief, that the information supplied by the District in the table above is true, accurate, and complete.

By: _____
Title: Chair of School Building Committee

Date: _____

By signing this Total Project Budget, I hereby certify that I have read and understand the form and further certify, to the best of my knowledge and belief, that the information supplied by the District in the table above is true, accurate, and complete.

By: _____
Title: Superintendent of Schools

Date: _____

By signing this Total Project Budget, I hereby certify that I have read and understand the form and further certify, to the best of my knowledge and belief, that the information supplied by the District in the table above is true, accurate, and complete.

By: _____
Title: Chief Executive Officer

Date: _____

By signing this Total Project Budget, I hereby certify that I have read and understand the form and further certify, to the best of my knowledge and belief, that the information supplied by the District in the table above is true, accurate, and complete.

By: _____
Title: Chair of School Committee

Date: _____

Minutes Acceptance: Minutes of Jan 17, 2023 7:45 PM (Reading of the Minutes)

**EXHIBIT B
PROJECT SCOPE
CITY OF MELROSE
HERBERT CLARK HOOVER ELEMENTARY SCHOOL AND
HORACE MANN ELEMENTARY SCHOOL**

Minutes Acceptance: Minutes of Jan 17, 2023 7:45 PM (Reading of the Minutes)

PROJECT FUNDING AGREEMENT

Schematic Design Submission Checklist MSBA Accelerated Repair Program



District: Melrose Public Schools

School: Herbert Clark Hoover Elementary School

Scope: Roof Replacement

Schematic Design Deliverables:

OPM	District	
☒	☒	Project Narrative: - Existing conditions analysis (hazardous materials, structural, etc.) - Explanation of proposed solution - Designer statement that the proposed solution meets the Massachusetts Stretch Energy Code and/or the International Energy Conservation Code
☒	☒	Code Analysis
☒	☒	Schematic Design Drawings
☒	☒	Cost Estimate (CSI Format) - Include all Proposed Alternates
☒	☒	Form 3011 – Total Project Budget
☒	☒	Project Cash Flow (cumulative line chart illustrating Total Project Budget)
☒	☒	Project Schedule (Gantt Chart)
☒	☒	Accelerated Repair Program Reimbursement Rate Certification signed by the District
☒	☒	Proposed project scope and budget vote language in compliance with MSBA standard vote language

Minutes Acceptance: Minutes of Jan 17, 2023 7:45 PM (Reading of the Minutes)

Schematic Design Submission Checklist MSBA Accelerated Repair Program



Program Guidelines and Project Funding Agreement:

OPM	District	
☒	☒	MSBA Board of Directors authorization to execute a Project Funding Agreement is tied to the specific project scope and budget presented in the Schematic Design.
☒	☒	The portion of the Construction Contingency potentially eligible for reimbursement is set at 5% of the total estimated eligible construction costs as included in the PFA's Total Project Budget and is intended for hard costs only. The MSBA will complete one Change Order review per district in which the MSBA will review Change Orders for eligibility not validity. All ineligible costs will not be reimbursed.
☒	☒	The portion of the Owner's Contingency potentially eligible for reimbursement is set at 0.5% of the total estimated eligible construction costs as included in the PFA's Total Project Budget and is intended for soft costs only. All ineligible costs will not be reimbursed.
☒	☒	Prior to securing project funding, the district will draft proposed project scope and budget vote language in compliance with MSBA standard vote language and will provide the vote language to the MSBA for review and approval prior to taking the vote.
☒	☒	After bids have been received and actual construction costs are established, the district's potential Project Funding Agreement must be revised to reflect the actual construction costs in accordance with paragraph 2.3 of the Project Funding Agreement. If there are bid savings, the MSBA shares in the cost savings by reducing the maximum facilities grant to reflect reimbursable costs. If there is a bid overage, construction contingency is transferred to the construction budget to reflect the additional costs and is deemed ineligible. The transfer of construction contingency due to the bid overage results in a reduction to the maximum facilities grant.
☒	☒	MSBA's standardized Schedule of Values will be used by the district to ensure that all budget entries in the MSBA's ProPay system mirror the Total Project Budget Form 3011 following the PFA Bid Amendment. The MSBA will only reimburse eligible costs if they are entered to the correct cost codes in the Total Project Budget.
☒	☒	Budget Revision Requests will be submitted by the district in a timely manner to reflect changes to the Total Project Budget. After a Budget Revision Request is executed, the district will enter the Budget Revision Request into the ProPay system for approval by the MSBA.

Schematic Design Submission Checklist MSBA Accelerated Repair Program



☒	☒	MSBA's Audit Department will review requests for reimbursement in the ProPay system of \$50,000 or more. All reimbursement requests which are less than \$50,000 will be returned to the district without review. All districts are encouraged to attend ProPay training conducted by the Audit Department following the execution of a Project Funding Agreement.
☒	☒	OPM monthly reporting begins when the OPM contract is executed and continues until the project receives Board of Directors approval of the final audit. Failure to submit timely and complete reports may impact district reimbursement review and payment. OPM monthly reporting supports MSBA review of reimbursement requests.

I certify, as evidenced by the boxes set forth under the heading, "Schematic Design Deliverables," which I have checked above, that I have fulfilled all requirements described in Section 8.2 of the MSBA Standard Contract for Project Management Services (Accelerated Repair Program) by submitting the listed deliverables by the established deadline to the MSBA. I further certify, as evidenced by the boxes set forth under the heading, "Program Guidelines and Project Funding Agreement," which I have checked above, that I have explained the Program Guidelines and Project Funding Agreement to the district.

I understand that if a conflict is created between this form and the Project Funding Agreement, the Project Funding Agreement is the controlling document. I also understand that if a conflict is created between this form and the MSBA Standard Contract for Project Management Services (Accelerated Repair Program), the MSBA Standard Contract is the controlling document. I further recognize that the purpose of this form is to further understand the Project Funding Agreement and the MSBA Standard Contract for Project Management Services (Accelerated Repair Program).

Title: Project Director, Owner's Project Manager
Firm: The Vertex Companies, LLC
Date: June 27, 2022

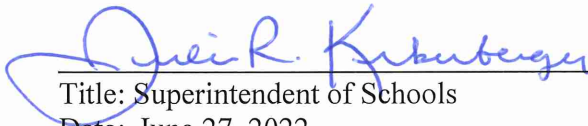
I certify, as evidenced by the boxes set forth under the heading, "Program Guidelines and Project Funding Agreement," which I have checked above, that I have read and understand the Program Guidelines and Project Funding Agreement. I certify, as evidenced by the boxes set forth under the heading, "Schematic Design Deliverables," which I have checked above, that I have reviewed the enumerated deliverables within the Schematic Design Submittal with the Owner's Project Manager and Designer. I further

Schematic Design Submission Checklist MSBA Accelerated Repair Program



certify, as evidenced by the boxes set forth under the heading, "Schematic Design Deliverables," which I have checked above, that the OPM has explained to me the OPM's responsibilities as described in Section 8.2 of the MSBA Standard Contract for Project Management Services (Accelerated Repair Program) to submit the designer's deliverables listed above.

I understand that if a conflict is created between this form and the Project Funding Agreement, the Project Funding Agreement is the controlling document. I also understand that if a conflict is created between this form and the MSBA Standard Contract for Project Management Services (Accelerated Repair Program), the MSBA Standard Contract is the controlling document. I further recognize that the purpose of this form is to further understand the Project Funding Agreement and the MSBA Standard Contract for Project Management Services (Accelerated Repair Program).


Title: Superintendent of Schools
Date: June 27, 2022

Minutes Acceptance: Minutes of Jan 17, 2023 7:45 PM (Reading of the Minutes)

Section 1

Project Narrative

1.1 Introduction

The City of Melrose is currently participating in the Massachusetts School Building Authority (MSBA) Accelerated Repair Program (ARP) and has submitted a Statement of Interest for repairs at the Herbert Clark Hoover School. The Vertex Companies, LLC and Tighe & Bond, Inc. were subsequently designated as the Owner's Project Manager (OPM) and Designer, respectively for the proposed project.

The Herbert Clark Hoover School is located at 37 Glendower Road in Melrose, MA. The school building is a two-story brick masonry building with an approximate roof area of 18,000 square feet, which was constructed in 1964. The school has undergone several renovations over time, including a window and door replacement in 2015 and a prefabricated, wood-framed modular building addition in 2017. The first floor of the school generally consists of classrooms, storage rooms, a multipurpose room, a teacher's lounge, administrative and nurse offices, a library, bathrooms, and a boiler room. The second floor contains classrooms and bathrooms. The school currently serves approximately 300 students from kindergarten to fifth grade.

The team assembled for execution of the Herbert Clark Hoover School project includes the following members:

- | | |
|----------------------------------|---|
| • Funding Agency | Massachusetts School Building Authority |
| • Owner | Melrose Public Schools |
| • OPM | The Vertex Companies, LLC |
| • Designer | Tighe & Bond Designer Services, Inc. |
| • Cost Estimating | Ellana Construction Consultants. |
| • Hazardous Materials Assessment | Tighe & Bond Designer Services, Inc. |
| • Code Review | Tighe & Bond Designer Services, Inc. |
| • Structural/Construction Admin | Frawley Engineering, P.C. |

1.2 Existing Conditions

1.2.1 Roof

The existing Ethylene Propylene Diene Monomer (EPDM) roof system was constructed over an original coal tar pitch and gravel built up roof. Based on documents provided by the District, the original roof on the 1964 area consisted of 5 ply built-up coal tar pitch and gravel over 1.5" rigid insulation on a steel deck. Based on recent site visits and field investigation, ½" fiberboard and EPDM membrane were installed over the original roof system. The largest portion of the roof area is ballasted with gravel, while several smaller sections are fully adhered.

There is significant evidence of water damage inside the building from roof leaks and numerous deficiencies in the roofing membrane. The roof does not provide adequate thermal performance and drainage. Based on the site observations and investigation, the existing roofing system and majority of associated appurtenances appear to be in poor condition and are beyond their useful life.



Photo 1: Roof Over Main Building



Photo 2: Roof Over Lower Building

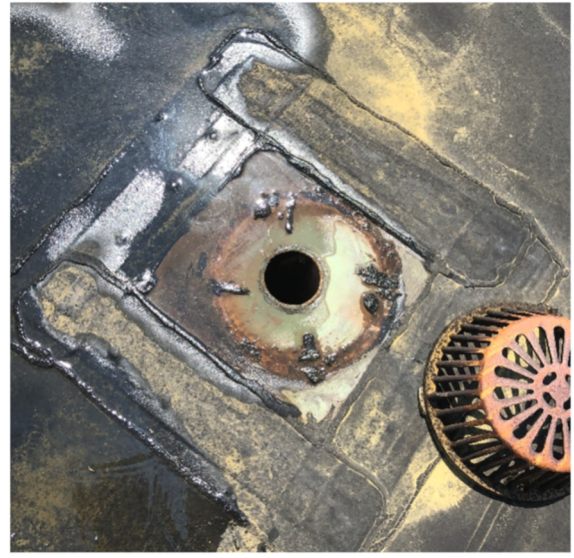
The modular addition constructed in 2017 consists of a single ply membrane roofing system and is not included as part of this project.

1.2.2 Plumbing

There are existing roof drains that are tied into the storm drainage system in the building. The drains appear to be in working order, however some are rusted and in poor condition.

One storm leader exits the building and runs above a sub-roof near the main entrance toward a vertical storm leader tied into the underground storm drainage system.

Plumbing vents penetrate the roof in multiple locations to provide pressure relief for the school's sanitary piping system. The vent piping is in good condition with expected rust on the pipe interior.

**Photo 3:** Roof Drain**Photo 4:** Roof Drain**Photo 5:** Storm Leader Routed on Roof

1.2.3 HVAC

There are seven exhaust fans (EFs) installed on the main building's roof and rooftop air handling units are located on the temporary addition, which is not part of this project.

Most of the exhaust fans appear original and are well beyond the 15-25-year life expectancy. One exhaust fan, identified as "#6" on the 1964 drawings, has been replaced and appears that it can be re-used.



Photo 6: HVAC Equipment on Main Roof

1.2.4 Electrical

The existing electrical items on the roof are limited to electrical connections to HVAC equipment requiring electrical power. It is assumed that each HVAC fan has an integral or equipment-mounted disconnect. In addition, loose telecommunication cables run across the roof from the north wall to an entrance cap near the roof hatch.

1.3 Recommended Solutions

1.3.1 Roof Replacement

Replacement of the existing roof system at the Herbert Clark Hoover School is recommended for improving thermal performance, roof drainage, overall energy efficiency of the building and remedying numerous roof leaks. The following items below outline the proposed scope of work for the project, including demolition. Schematic Design plans with additional detail are included in Appendix B.

Roof Demolition will include:

- Removal of the existing single-ply, adhered and ballasted EPDM membrane roofing systems
- Removal of existing built-up coal tar pitch and gravel roof system
- Removal of the existing rigid insulation
- Removal of the existing access hatch
- Repair of the steel roof deck as needed
- Removal and storage of existing HVAC equipment
- Removal of existing fascia, blocking, damaged curbing, and flashing

- Disposal of existing roofing materials as asbestos waste.

Proposed Roof Improvements will include:

- Repair of any damaged or compromised steel roof decking discovered during demolition
- Installation of a fully-adhered EPDM roofing system. The new roofing system will include, from bottom to top:
 - Fiberglass-reinforced gypsum sheathing cover board
 - Base sheet/ combination air and vapor barrier
 - New polyisocyanurate rigid insulation. The new insulation will meet the stretch energy code. Insulation thickness will provide a minimum R-value of 30. Tapered insulation will be installed to provide a positive pitch toward roof drains.
 - ½" coverboard installed over the insulation
 - Fully-adhered EPDM roofing membrane
- Installation of new curbing, blocking, flashing, metal fascia, and roof drains
- Installation of new access hatches and ladders

1.3.2 Plumbing Systems

Plumbing Demolition will include:

- Removal of all existing roof drains. Existing rain leaders within building will be cut and capped away from the drain body and prepared for reconnection.
- Removal of storm drain leader and it's supports located on the roof. Piping will be cut and capped at the edge of the roof and prepared for reconnection into the vertical storm leader.

Proposed Plumbing Improvements will include:

- Installation of new roof drains and associated piping. All new roof drains will be of the same type.
- Installation of 1" thick insulation on drain bodies and any new associated piping.
- Inspection of existing drainage piping, including snaking the pipes to check for clogs and jetting the pipes should there be any clogs present.
- Installation and rerouting of the new storm leader on the roof to the underground connection. New piping will be provided with supports.
- Extension of vent piping as required to maintain clearance above roof of 18-24".

1.3.3 HVAC Systems

HVAC Demolition will include:

- Disconnection, removal, and storage of roof fan #6.
- Curb for fan #6 to remain.
- Removal, and disposal of all other roof exhaust fans and curbs.
- Prior to unit removal, exhaust fans will be tested and airflows recorded for final balancing efforts.
- Installation of temporary caps for all ductwork.
- Installation of temporary caps over fan #6 curb that is to remain.

HVAC Improvements will include:

- Replacement off all roof exhaust fans, except #6. Replace fans in kind based on original design drawing schedules.
- Installing new curbs for new exhaust fans, including transition curbs as required for fan connection to existing roof opening.
- Repairing curbs and/or blocking and extending existing curb as required to minimum of 12" above new roof for remaining fan.
- Installation of new Exhaust Fans with integral disconnects.
- Reinstallation of retained Exhaust Fan.
- Reconnecting and sealing units to existing ductwork.
- Connecting units to existing controls.
- Re-balancing systems to match pre-existing airflows.

1.3.4 Electrical Systems

The proposed electrical work will include:

- Disconnecting and making safe all existing electrical devices with connections to mechanical equipment. Once the existing equipment is placed back in its permanent location after roofing, the electrical connections will be re-energized. For any equipment that has moved, the existing conduit and wires will be extended as required.
- Installation of exterior weatherproof GFI receptacles and weatherproof luminaire will be located on the roof within 25'-0" of any exterior equipment per NEC. New receptacles and luminaire will be mounted to ¾" rigid galvanized steel or to an adjacent wall if possible.
- Removal and reconnection of telecommunication cable. Upon reconnection cables will be secured and rerouted for safety.

1.4 ARP Sustainability Requirements

MSBA's ARP requires use of the Stretch Energy Code (780 CMR – Appendix AA and 2018 IECC) as the basis of design for ARP projects for roof replacement. Below is a table comparison of the required code values for the relevant project items and the values for the proposed assemblies. The proposed solutions and items for the Herbert Clark Hoover School meet or exceed the ARP sustainability requirements.

Roofs	Maximum U-Value (Btu/hr·ft ² ·°F)	Minimum R-Value (°F·ft ² ·hr/Btu)
Required	0.032	30
Proposed	0.032	30

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Herbert Clark Hoover School Repairs Project

Building Code Analysis

This analysis summarizes codes requirements applicable to the project scope for the Herbert Clark Hoover School Repairs Project. This summary includes general code information applicable to the overall project and more specific requirements related to roof replacement activities.

Applicable codes for this project include:

- International Building Code 2015 (IBC)
- International Existing Building Code 2015 (IEBC)
- International Energy Conservation Code 2018 (IECC)
- 248 CMR 10.00 Uniform State Plumbing Code (2017)
- Commonwealth of Massachusetts State Building Code, Ninth edition 780 CMR (including amendments to the IBC, IECC and IEBC)
- Massachusetts Stretch Energy Code 780 Appendix AA
- Architectural Access Board Regulations 521 CMR (AAB)
- American Society of Civil Engineers – Minimum Design Loads for Buildings and Other Structures (ASCE 7-05)
- National Electrical Code NFPA 70

Section 1 – General Code

Use and Occupancy Classification (305 IBC 2015 & 780 CMR)

- Educational (E)
 - Due to the anticipated scope of work, roof replacement, Level 1 alterations of the IEBC will be triggered. Level 1 alterations encompass the removal and replacement of materials that serve the same purpose. Any new elements must comply with the requirements for new construction.

Types of Construction (602 IBC 2015 & 780 CMR)

- Type III Construction – Construction is that type of construction in which the exterior walls are of noncombustible materials and the interior building elements are of any material permitted by this code. Fire-retardant-treated wood framing complying with Section 2303.2 shall be permitted within exterior wall assemblies of a 2-hour rating or less.

Alterations Level 1 (503 IEBC 2015 & 780 CMR)

- Removal and replacement or the covering of existing materials, elements, or fixtures using new materials, elements, equipment, or fixtures that serve the same purpose.

Material and Methods (702.6 & Chapter 8 IEBC 2015 & 780 CMR)

- All new work shall comply with materials and methods requirements in the IBC, IEBC, IECC, IMC, and MSPC, as applicable that specify material standards, details of installation and connection, joints, penetrations, and continuity of any element, component, or system in the building.

Section 2 – Requirements Applicable to Roof Replacement Work**Building Envelope Requirements (IECC 2015, Table C402.3)**

- Roof Maximum U-Factors
 - Insulation entirely above deck – U-0.032
- Roof Minimum R-Values
 - Insulation entirely above deck – R-30

Massachusetts State Building Code (780 CMR Amendments)

- Dead loads on an existing roof may not increase by more than 5% due to a re-roofing project.
- If the additional dead loads exceed 5%, the structure must conform to current snow load requirements.
- Since a similar EPDM roofing system (and ballast in some locations) is being removed from the roof prior to roof replacement, the new roof system is not anticipated to increase the dead load on the roof by more than 5%.

Code of Federal Regulations Title 29 (29 CFR)

- Holes – each employee on walking/working surfaces shall be protected from falling through holes more than 6 feet above lower levels, by personal fall-arrest systems, covers, or guardrail systems erected around such holes.

Snow Drift Implications of Added Insulation (IECC 2015)

- 2015 IBC Code section 1608 pertains to current snow load requirements and requires use of ASCE 7. Increasing the insulation thickness on an existing roof requires the roof meet current Code requirements. The snow load requirements have snow drift loading requirements that, when calculated for the Herbert Clark Hoover School result in a potential area of overload extending 15 feet from the high wall sections of the roof.
- IECC Section C501.2 notes that this code shall not prevent the continued use and maintenance of an existing building lawfully in existence at the time of adoption of the code. Section C501.5 permits utilization of like materials for repairs, provided that hazards to life, health, or property are not created.
- IECC Section C503.1 states, Alterations shall not overload existing building systems and an exception to IECC requirements is provided for roof recovering projects. To prevent overloading of the existing building, existing insulation thickness will be maintained a distance of 15 feet from the high roof areas.

Uniform State Plumbing Code 248 CMR 10.00

- Storm Drain leaders are sized based on roof area served. The roof is broken up into six areas, which are served by 2", 3" and 4" roof drains. These roof drain can respectively capture storm water from 720sqft, 2200sqft and 4600sqft of roof area per 248 CMR 10.0. The roof drain sizes installed suffice for the school's roof. The new roof drains will use the same outlet size as the existing ones.

Section 4 – Accessibility Requirements

Existing Building (3.3 MAAB 521 CMR)

- Requirements for an accessible entry, toilet, drinking fountain, and telephone (if pay phones are provided) will be triggered based on the estimated cost of the project. A proponent is required to provide these items if the cost of a renovation project exceeds \$500,000.
- If the work costs less than \$100,000, then only the work being performed is required to comply with 521 CMR.
- Exception: Whether performed alone or in combination with each other, the following types of alterations are not subject to 521 CMR 3.3.1, unless the cost of work exceeds \$500,000 or unless work is being performed on the entrance or toilet room.
 - Curb cuts
 - Alteration work which is limited solely to electrical mechanical, or plumbing systems; to abatement of hazardous materials; or retrofit of automatic sprinklers and does not involve the alteration of any elements or spaces required to be accessible under 521 CMR. Where electrical outlets and controls are altered, they must comply with 521 CMR
 - Roof repair or replacement, window repair or replacement, repointing and masonry repair work
 - Work related to septic system repairs, site utilities and landscaping.
- If the cost of the project, and any additional renovations completed within 36 months of the project, exceeds 30% +of the full and fair cash value of the building, the entire building must be upgraded as required to meet 521 CMR requirements.
- The building currently complies with ADA/AAB requirements and accessibility upgrades will not be required as part of this project.

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Minutes Acceptance: Minutes of Jan 17, 2023 7:45 PM (Reading of the Minutes)

HOOVER ELEMENTARY SCHOOL

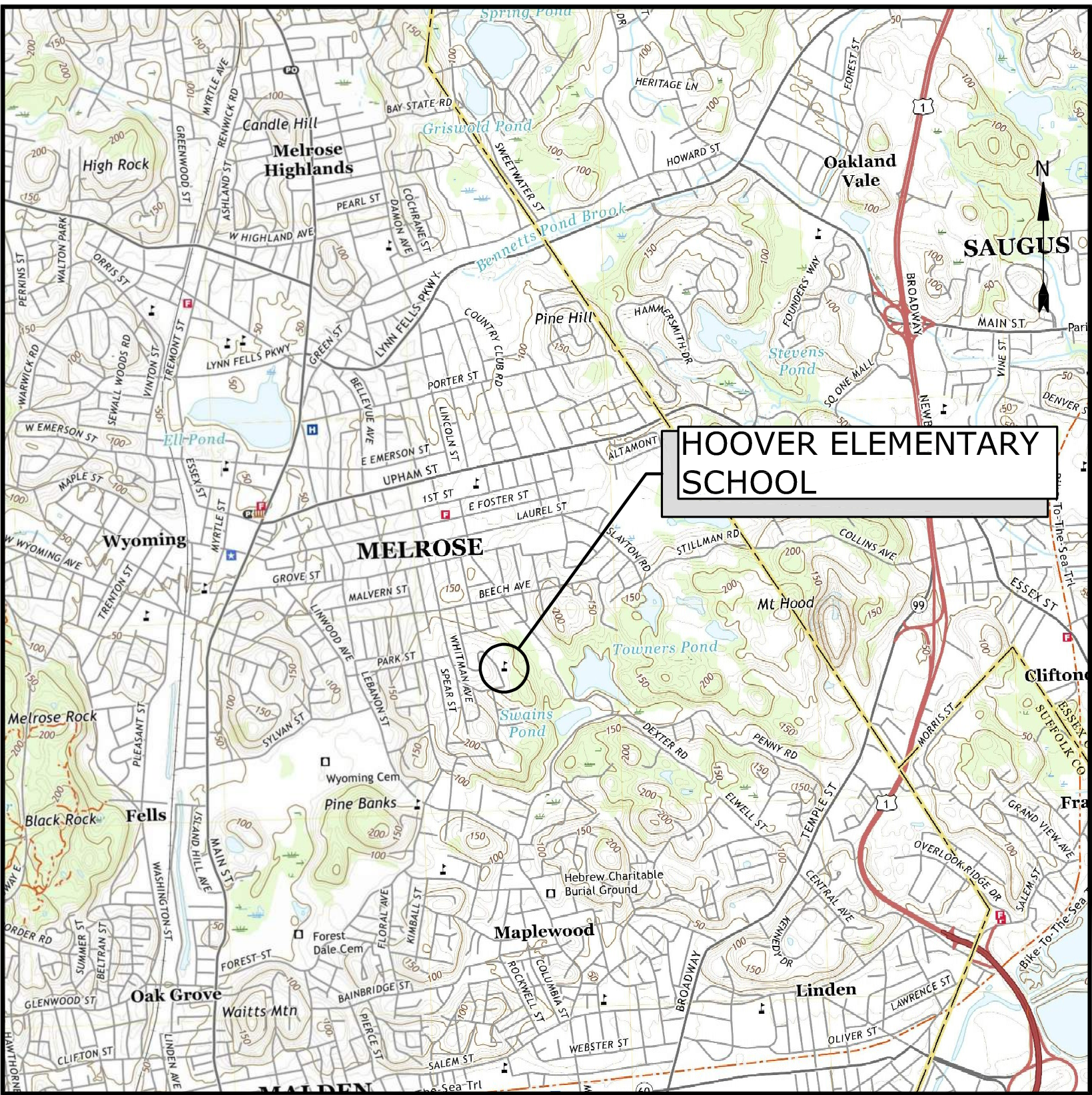
MSBA ACCELERATED REPAIR PROGRAM

ROOF REPLACEMENT PROJECT

MELROSE, MASSACHUSETTS

JUNE 2022

LIST OF DRAWINGS	
	COVER
G-001	ROOF PHOTOGRAPHS
AD-101	ROOF DEMOLITION PLAN
A-101	ROOF REPLACEMENT PLAN
A-501	ROOF DETAILS - 1
A-502	ROOF DETAILS - 2
P-101	PLUMBING ROOF PLAN
H-101	HVAC ROOF PLAN
E-101	ELECTRICAL ROOF PLAN



LOCATION MAP
SCALE: 1" = 2000'

PROJECT TEAM:

OWNER
CITY OF MELROSE
562 MAIN STREET
MELROSE, MA 02176

OWNER'S PROJECT MANAGER
THE VERTEX COMPANIES, INC.
400 LIBBEY PARKWAY
WEYMOUTH, MA 02189

COST ESTIMATING
ELLANA, INC.
98 NORTH WASHINGTON STREET
SUITE 109
BOSTON, MA 02114

FUNDING
MASSACHUSETTS SCHOOL
BUILDING AUTHORITY
40 BROAD STREET, SUITE 500
BOSTON, MA 02109

ENGINEER
TIGHE & BOND
DESIGNER SERVICES, INC.
53 SOUTHAMPTON ROAD
WESTFIELD, MA 01085

PREPARED BY:
Tighe&Bond

SCHEMATIC DESIGN
NOT FOR CONSTRUCTION
COMPLETE SET 9 SHEETS

SCHEMATIC DESIGN
NOT FOR CONSTRUCTION

Hoover
Elementary
School Roof
Replacement
Project

City Of Melrose

Melrose,
Massachusetts

A	06/20/2022	SCHEMATIC DESIGN
MARK	DATE	DESCRIPTION
PROJECT NO: M1215-026		
DATE: 06/20/2022		
FILE: M1215-026-HOOVER - G-001.dwg		
DRAWN BY: AH		
CHECKED: MPW		
APPROVED: JPV		
ROOF PHOTOGRAPHS		
SCALE:		AS SHOWN
G-001		



ROOF OVER MAIN BUILDING
NO SCALE

A
-



ROOF EQUIPMENT ON
BALLAST ROOF
NO SCALE

B
-



EXISTING CHIMNEY
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C
-



ROOF ACCESS HATCH
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D
-



DRAIN ON LOWER ROOF
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E
-



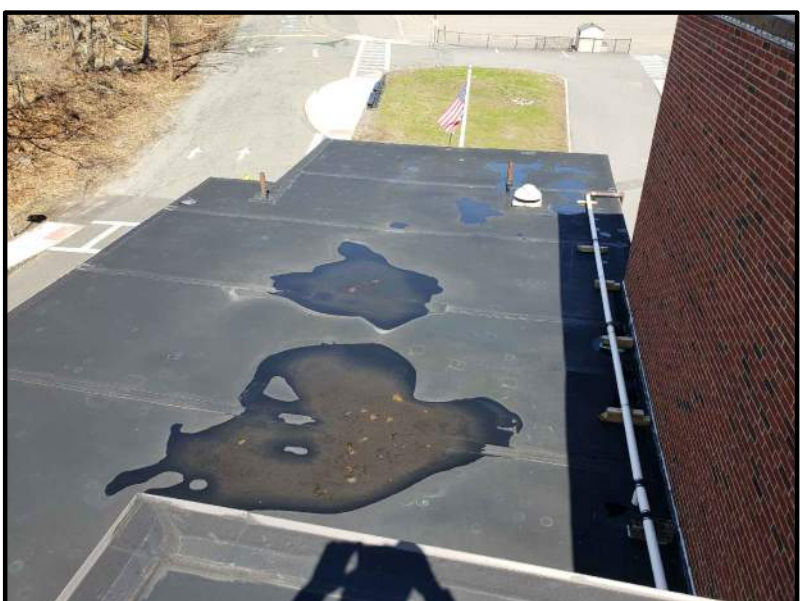
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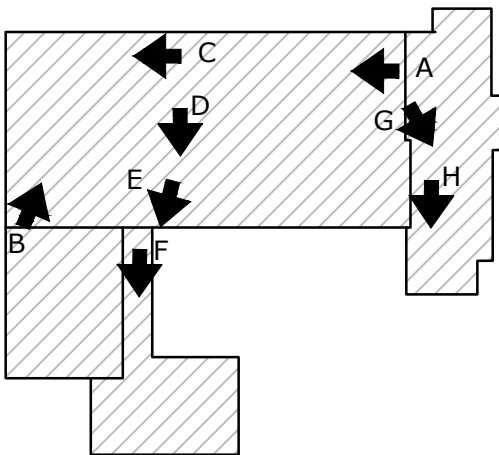
ROOF OVER LOWER BUILDING
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G
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ROOF OVER LOWER
BUILDING
NO SCALE

H
-



HOOVER KEYPLAN
NO SCALE

LEGEND:

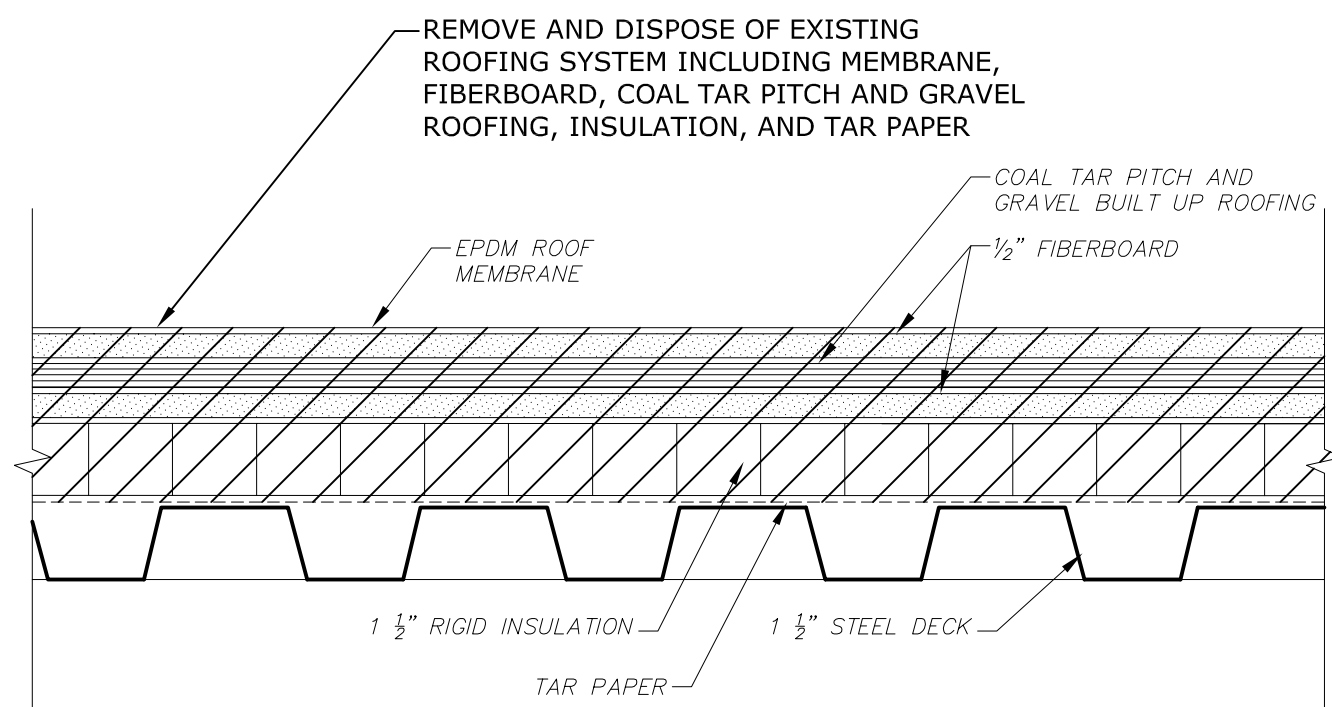
← A PHOTOGRAPH LOCATION

Hoover Elementary School Roof Replacement Project

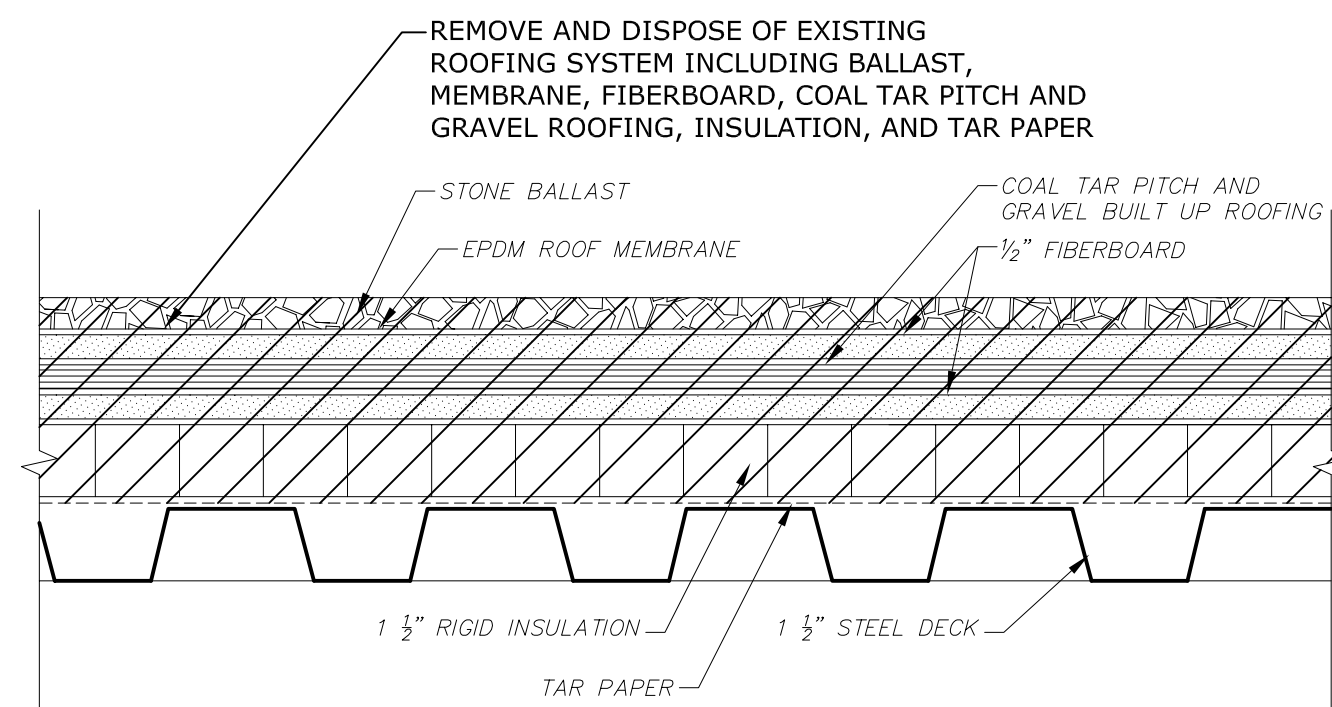
Melrose,
Massachusetts

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APPROVED: JPV		

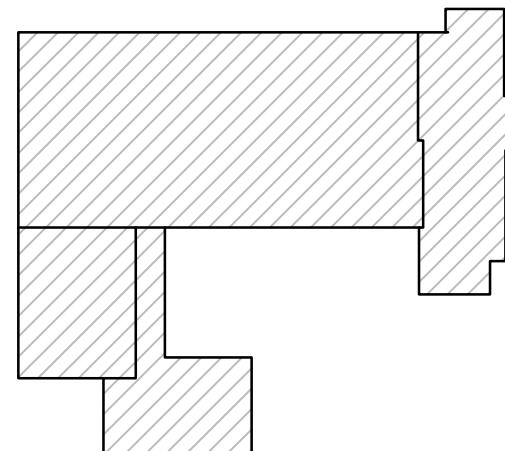
SCALE: 1/16"=1'-0"

Packet Pg. 198
Page 100 of 1200

DETAIL	1
3" = 1'-0"	-



DETAIL	2
3" = 1'-0"	-



0 8' 16' 32'

SCALE: 1/16" = 1'-0"

	ROOF DRAIN		EXISTING GOOSENECK (INTAKE OR EXHAUST)
	EXISTING VENT PIPE PENETRATION		EXISTING EXHAUST CAP OR AIR INTAKE
	EXISTING ROOFTOP EXHAUST FAN/DUCT WITH CURB		EXISTING CAPPED CURB
	EXISTING ROOFTOP EQUIPMENT ON SLEEPERS		EXISTING INSULATION THICKNESS TEST CUT
	GAS PIPE ON PIPE SUPPORT		EXISTING CANOPY LINE
			EXISTING ROOF SLOPE LINE
			ITEM TO BE REMOVED/DEMOLISHED

1. REMOVE AND DISPOSE OF ALL EXISTING HVAC EQUIPMENT CURBS.
2. SEE SHEET H-101 FOR HVAC EQUIPMENT REQUIREMENTS.

SCHEMATIC DESIGN
NOT FOR CONSTRUCTION

Hoover
Elementary
School Roof
Replacement
Project

City Of Melrose

Melrose,
Massachusetts

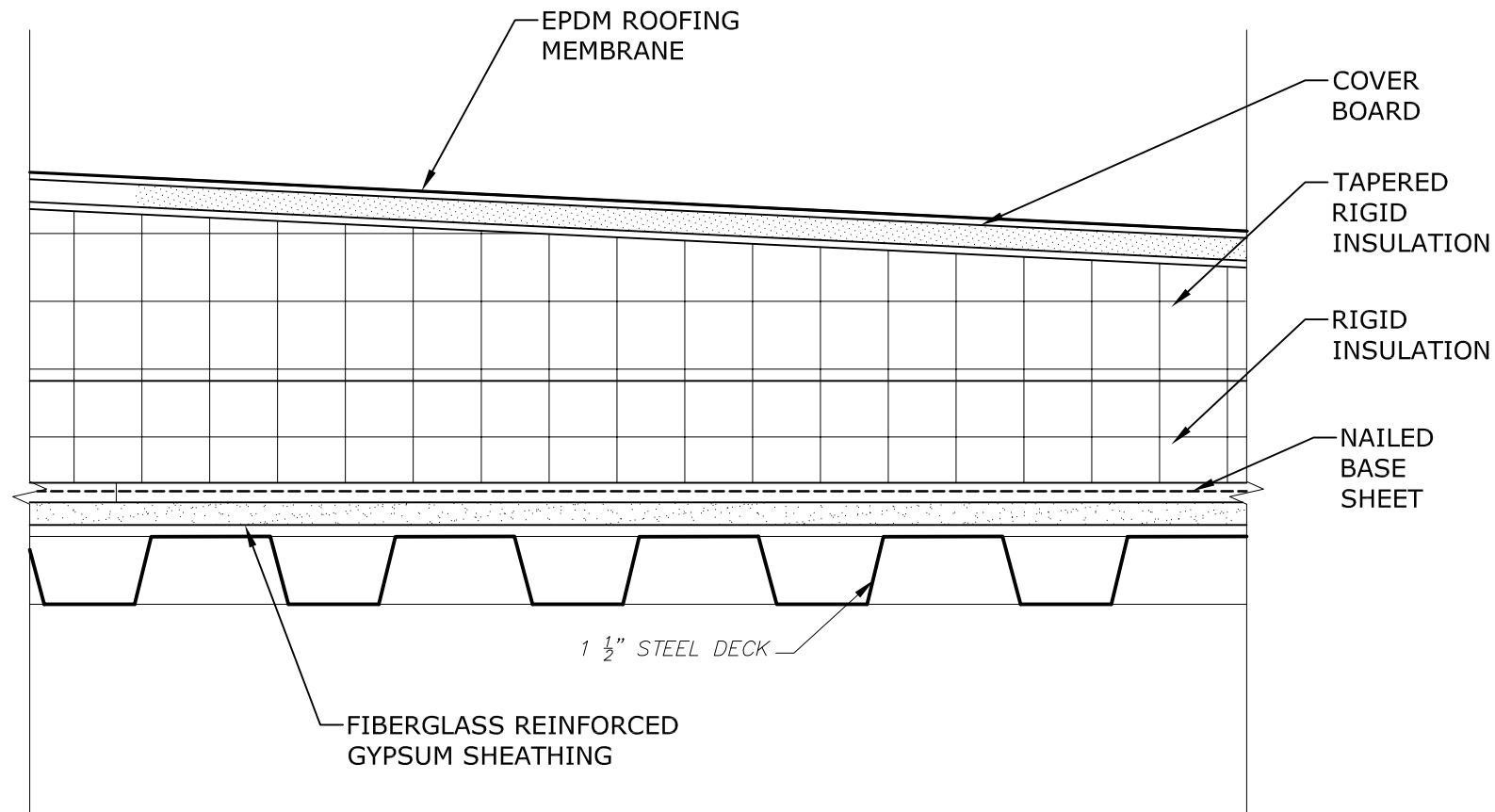
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PROJECT NO: M1215-026		
DATE: 06/20/2022		
FILE: M1215-026-HOOVER - A-101.dwg		
DRAWN BY: AH		
CHECKED: MPW		
APPROVED: FJH, JPV		

ROOF PLAN

SCALE: AS SHOWN

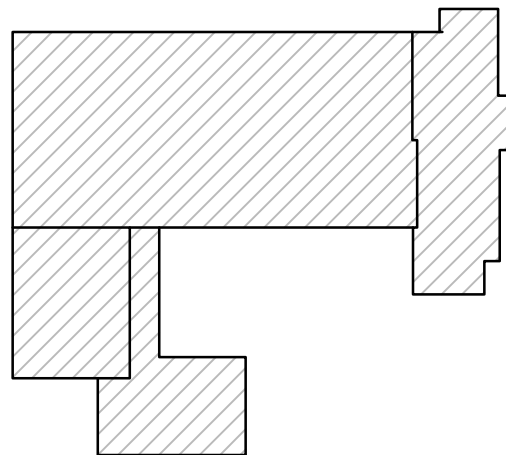
A-101

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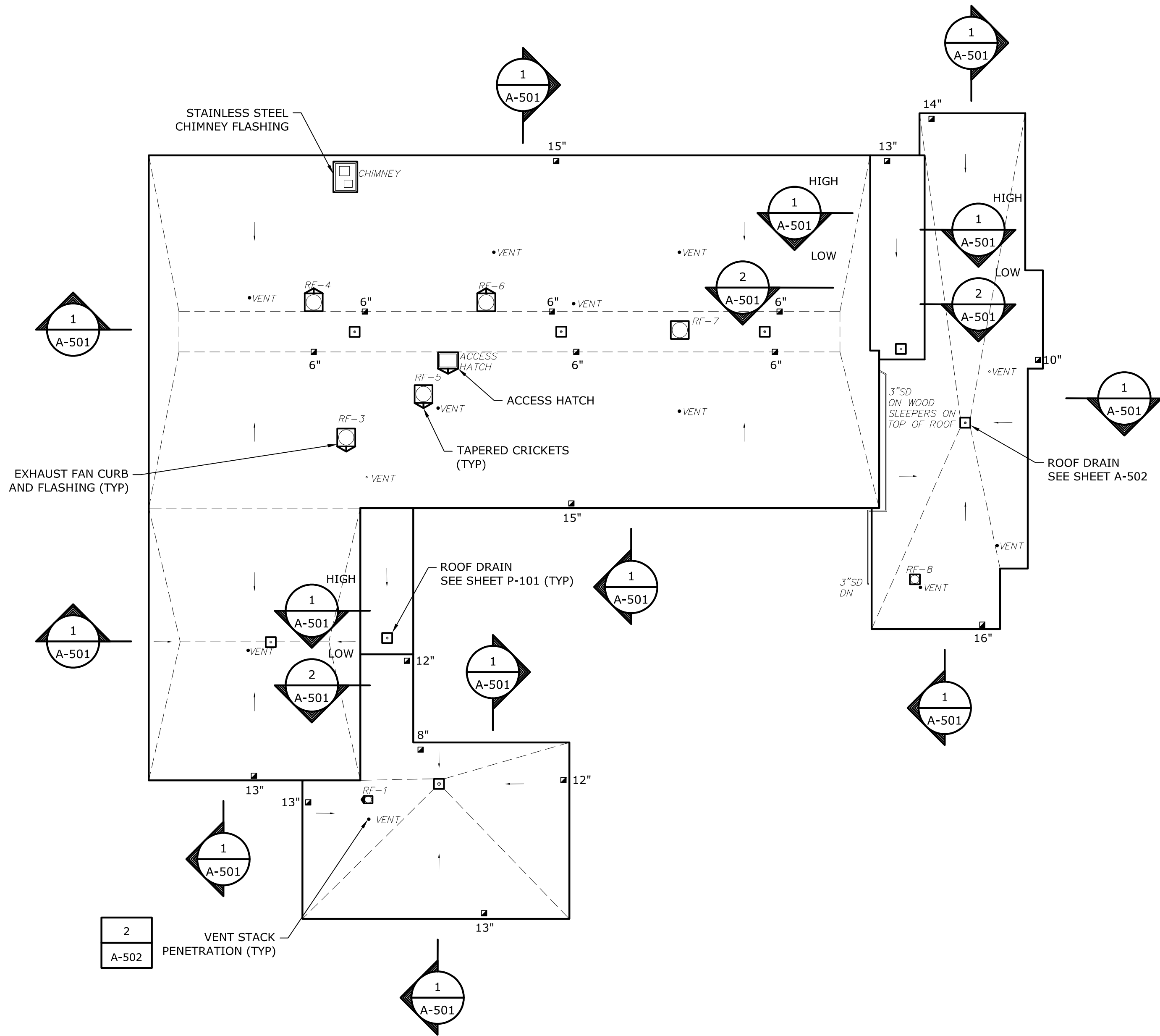
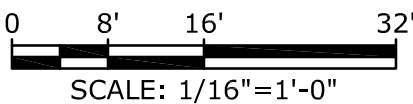


TYPICAL PROPOSED
ROOF SECTION

DETAIL	1
3" = 1'-0"	-



HOOVER KEYPLAN
NO SCALE



LEGEND

- | | |
|------------------------------------|----------------------------------|
| ROOF DRAIN | GOOSENECK (INTAKE OR EXHAUST) |
| VENT PIPE PENETRATION | EXHAUST CAP OR AIR INTAKE |
| ROOFTOP EXHAUST FAN/DUCT WITH CURB | APPROXIMATE INSULATION THICKNESS |
| ROOFTOP EQUIPMENT ON SLEEPERS | ROOF SLOPE LINE |
| GAS PIPE ON PIPE SUPPORT | GUARDRAIL FOR FALL PROTECTION |
| | WALKPAD |
| | ROOF SLOPE DIRECTION |

NOTES:

1. INSTALL NEW CURBING FOR ALL HVAC EQUIPMENT. NEW CURBS MUST BE MINIMUM 12" ABOVE NEW ROOFING. INSTALL NEW CRICKETS TO ENSURE PROPER DRAINAGE AT ALL ROOF CURBS.
2. ADJUST ELEVATION OF ROOF EDGES TO MATCH THE MAXIMUM INSULATION THICKNESS AT EACH ROOF DECK ELEVATION TO PROVIDE A LEVEL ROOF PERIMETER.
3. ROOF SLOPE TO BE 1/8" PER FOOT MINIMUM UNLESS NOTED OTHERWISE.

SCHEMATIC DESIGN
NOT FOR CONSTRUCTION

Hoover
Elementary
School Roof
Replacement
Project

City Of Melrose

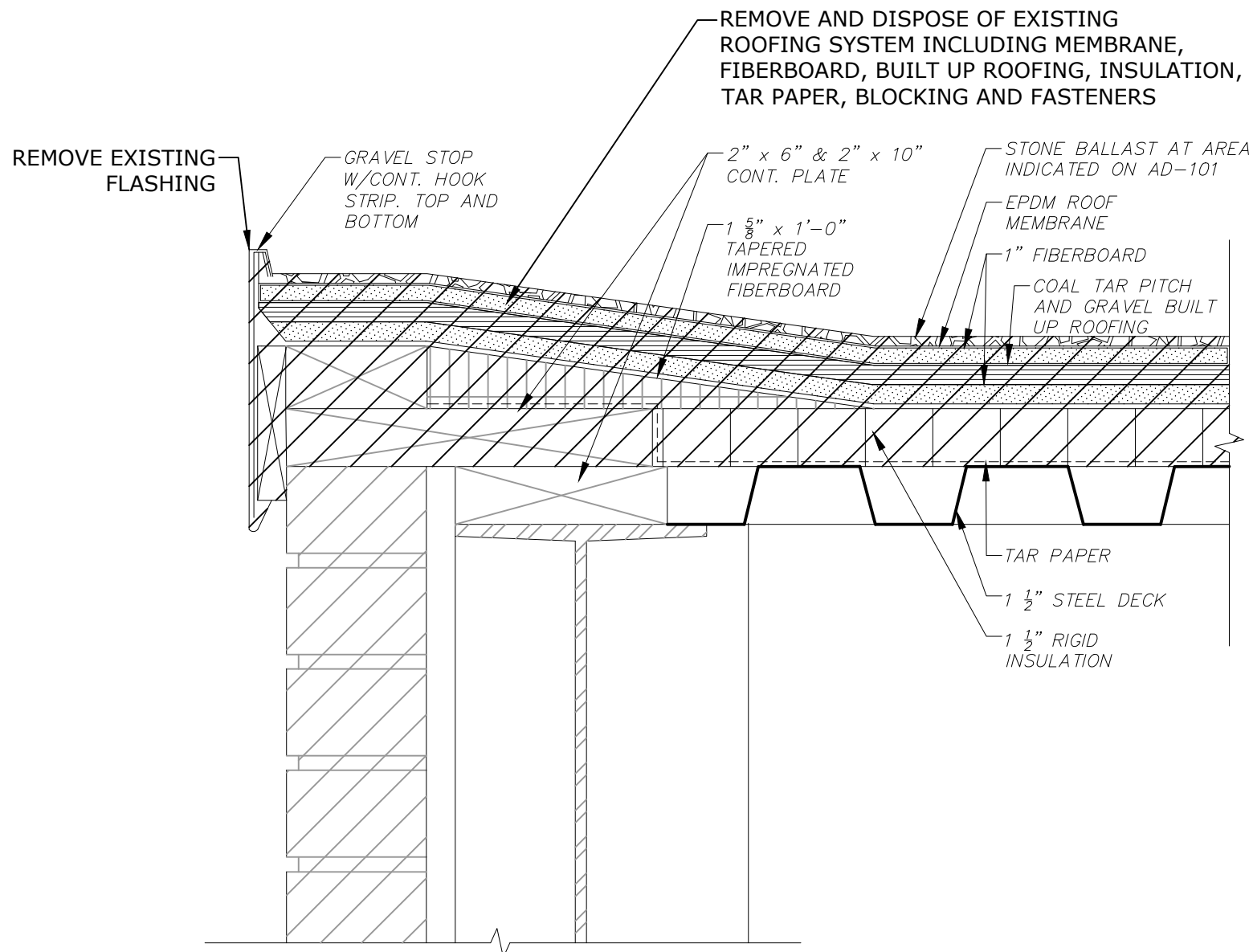
Melrose,
Massachusetts

A	06/20/2022	SCHEMATIC DESIGN
MARK	DATE	DESCRIPTION
PROJECT NO: M1215-026		
DATE: 06/20/2022		
FILE: M1215-026-HOOVER - A-501.dwg		
DRAWN BY: AH		
CHECKED: MPW		
APPROVED: JPV		

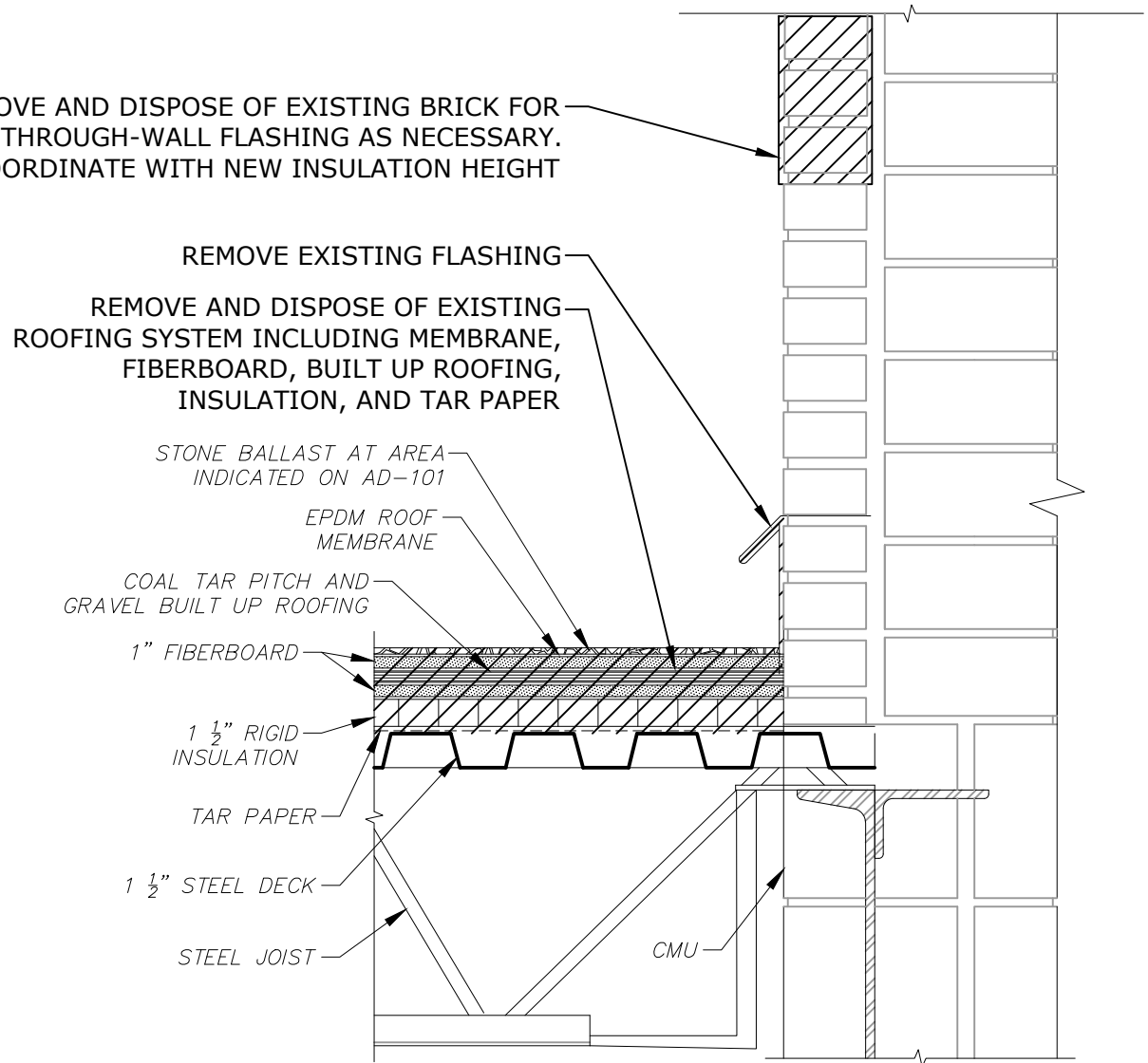
ROOF DETAILS - 1

SCALE: AS SHOWN

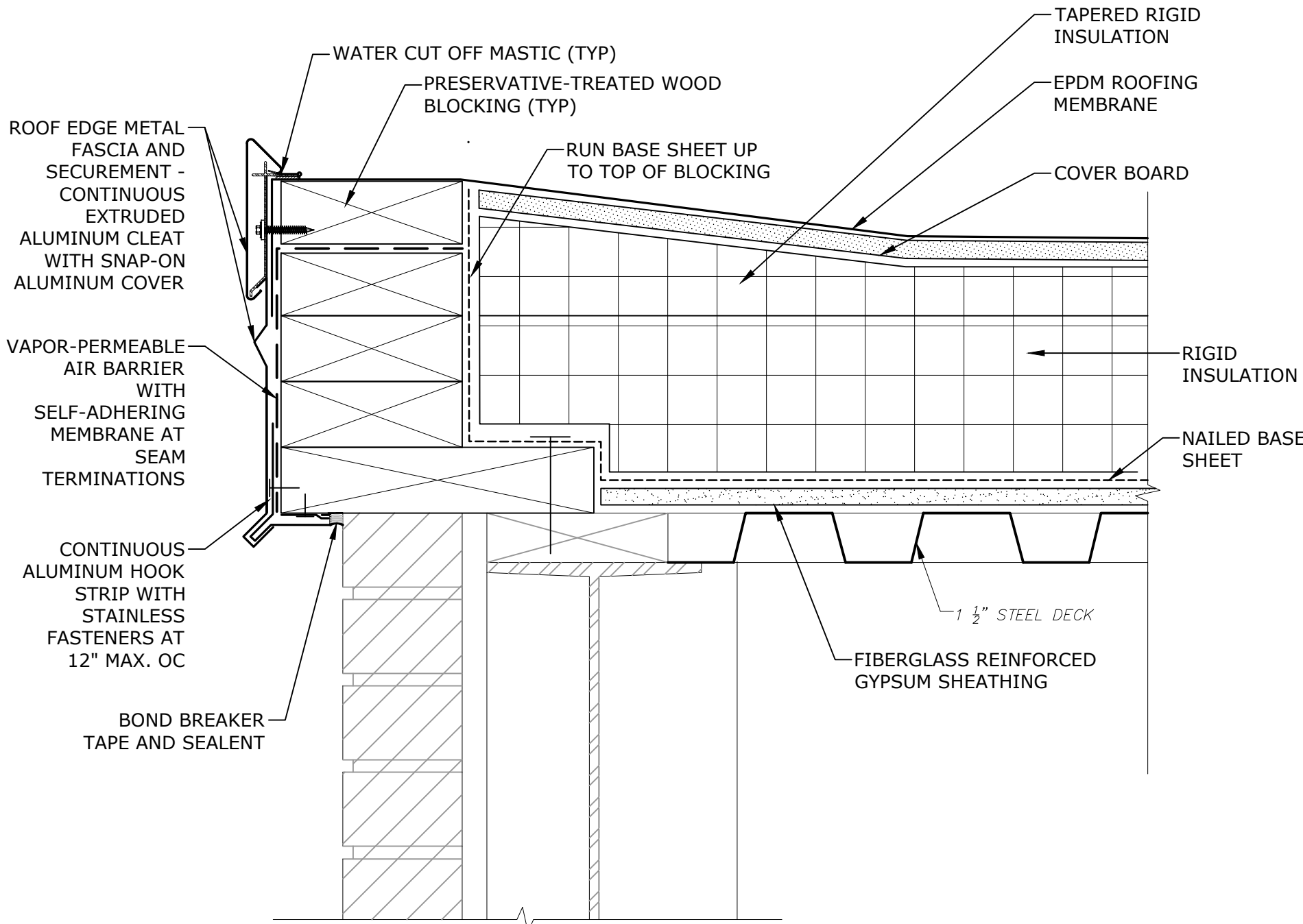
A-501



EXISTING



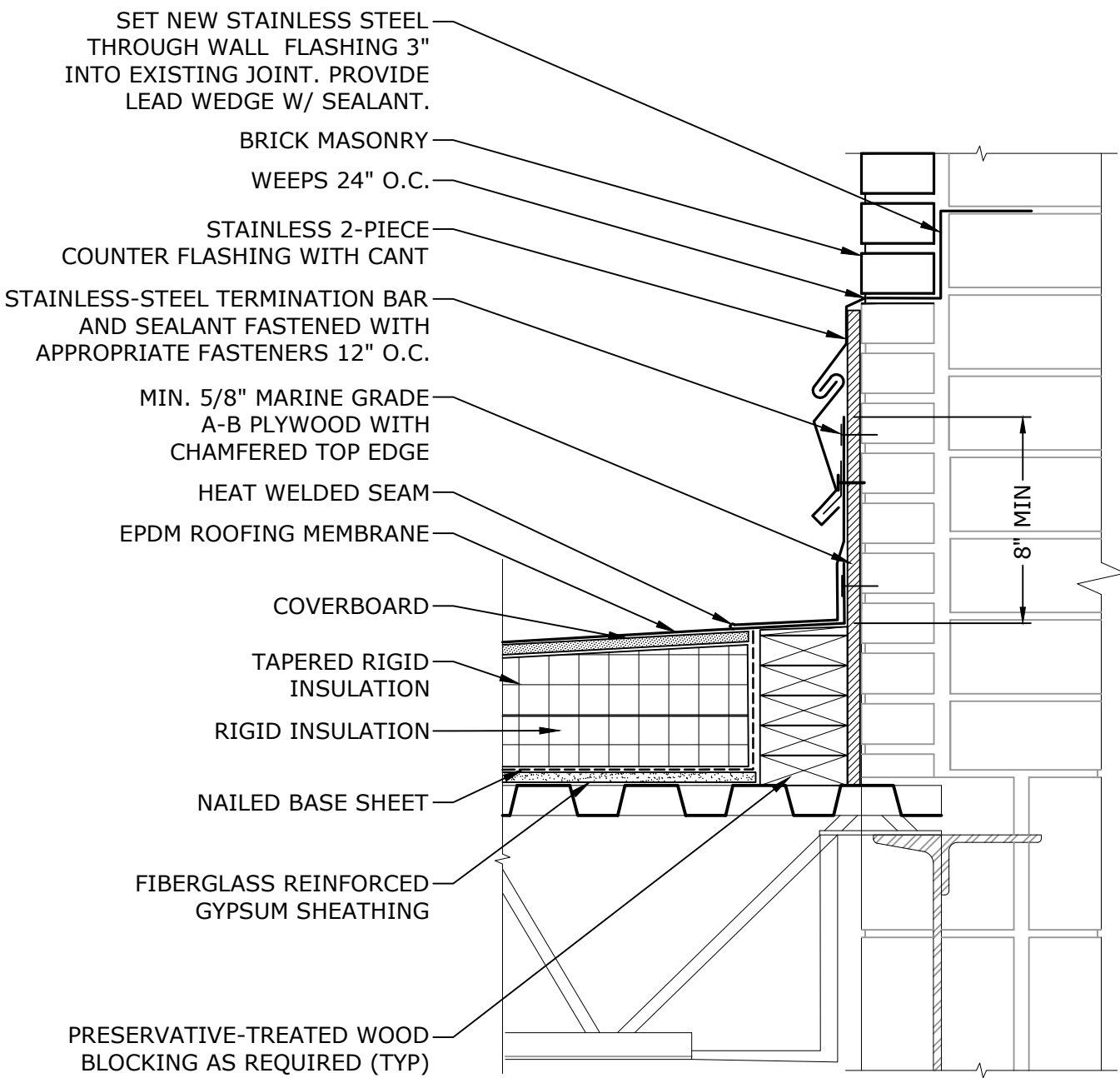
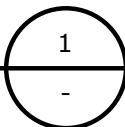
EXISTING



PROPOSED

ROOF EDGE DETAIL

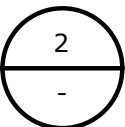
3" = 1'-0"



PROPOSED

ROOF TO WALL DETAIL

1-1/2" = 1'-0"



SCHEMATIC DESIGN
NOT FOR CONSTRUCTION

Hoover
Elementary
School Roof
Replacement
Project

City Of Melrose

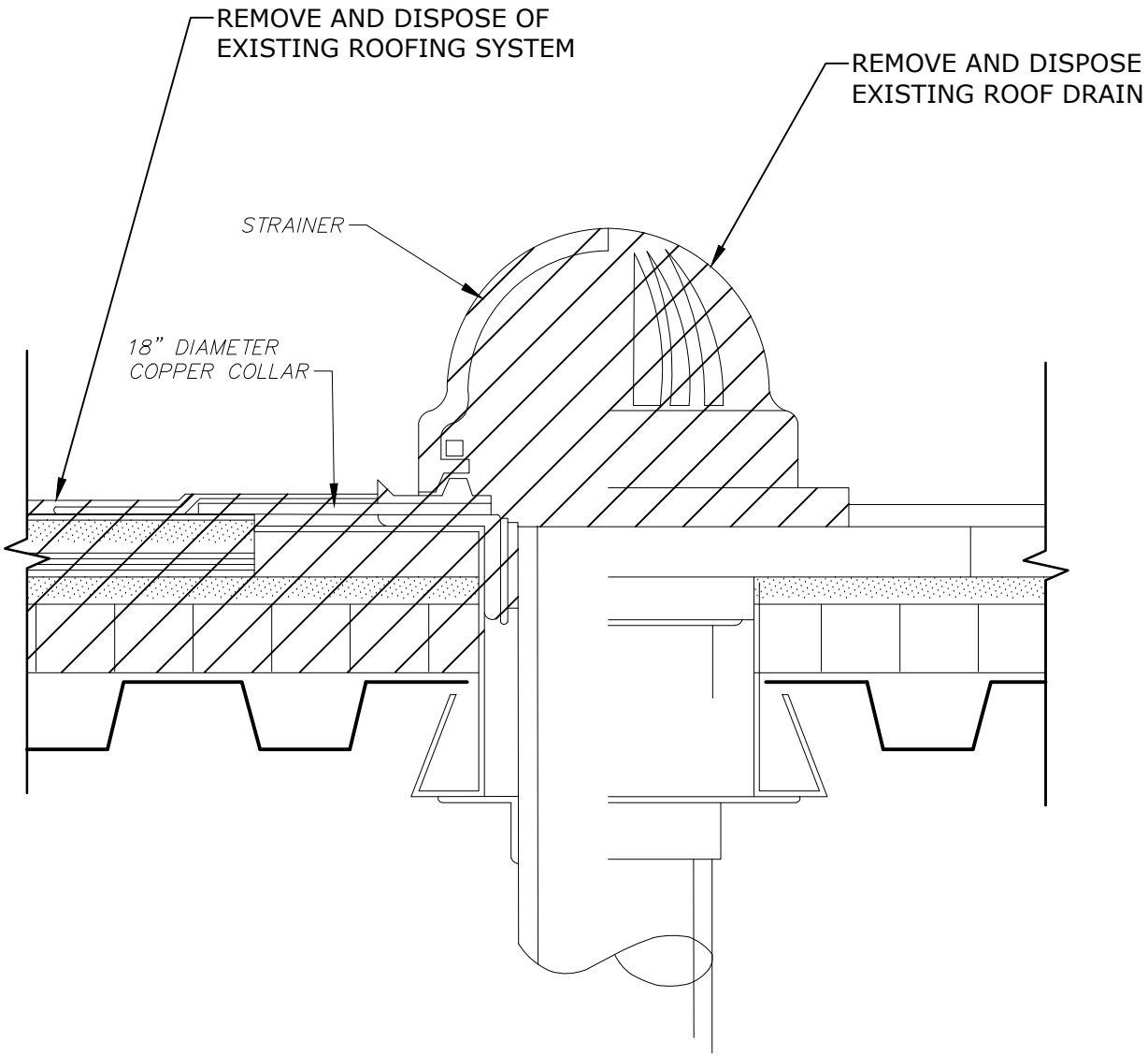
Melrose,
Massachusetts

A	06/20/2022	SCHEMATIC DESIGN
MARK	DATE	DESCRIPTION
PROJECT NO: M1215-026		
DATE: 06/20/2022		
FILE: M1215-026-HOOVER - A-501.dwg		
DRAWN BY: AH		
CHECKED: MPW		
APPROVED: JPV		

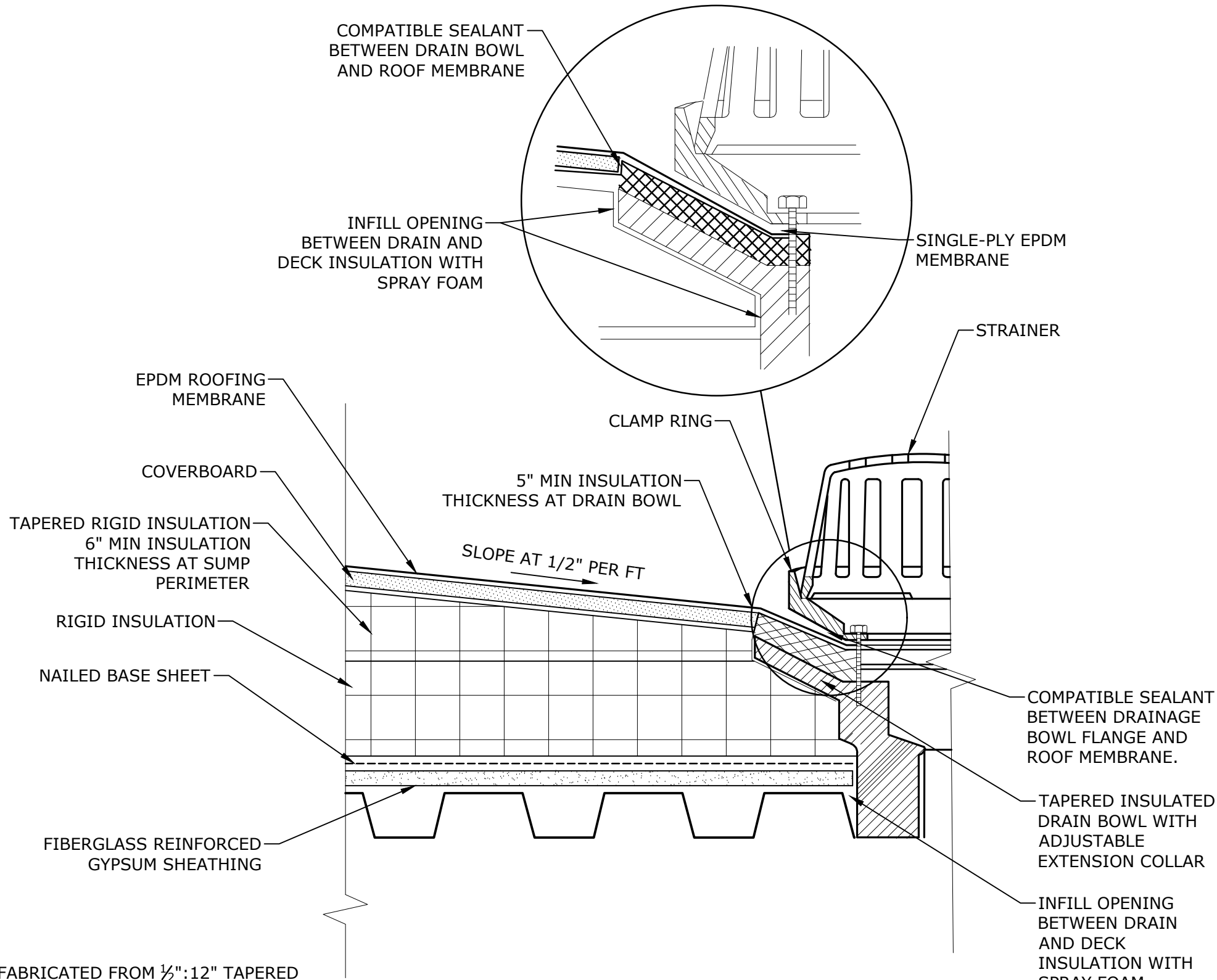
ROOF DETAILS - 2

SCALE: AS SHOWN

A-502



EXISTING

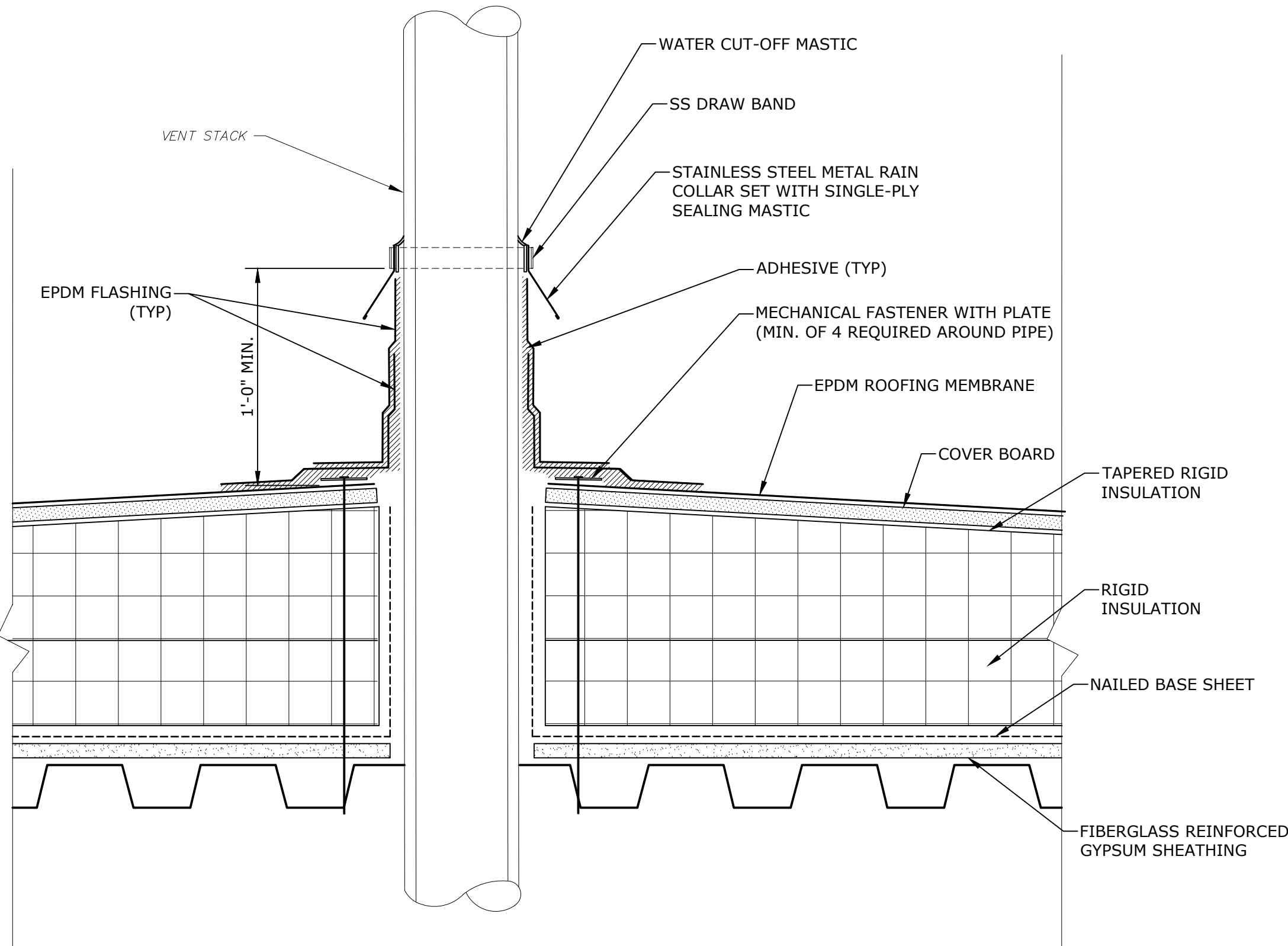
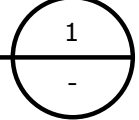


NOTES

1. SUMP MAY BE FIELD-FABRICATED FROM ½":12" TAPERED INSULATION OR PROVIDED AS A PREFABRICATED UNIT.

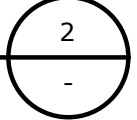
ROOF DRAIN DETAIL

3"=1'-0"



VENT STACK DETAIL

3"=1'-0"



SCHEMATIC DESIGN
NOT FOR CONSTRUCTION

Hoover
Elementary
School Roof
Replacement
Project

City Of Melrose

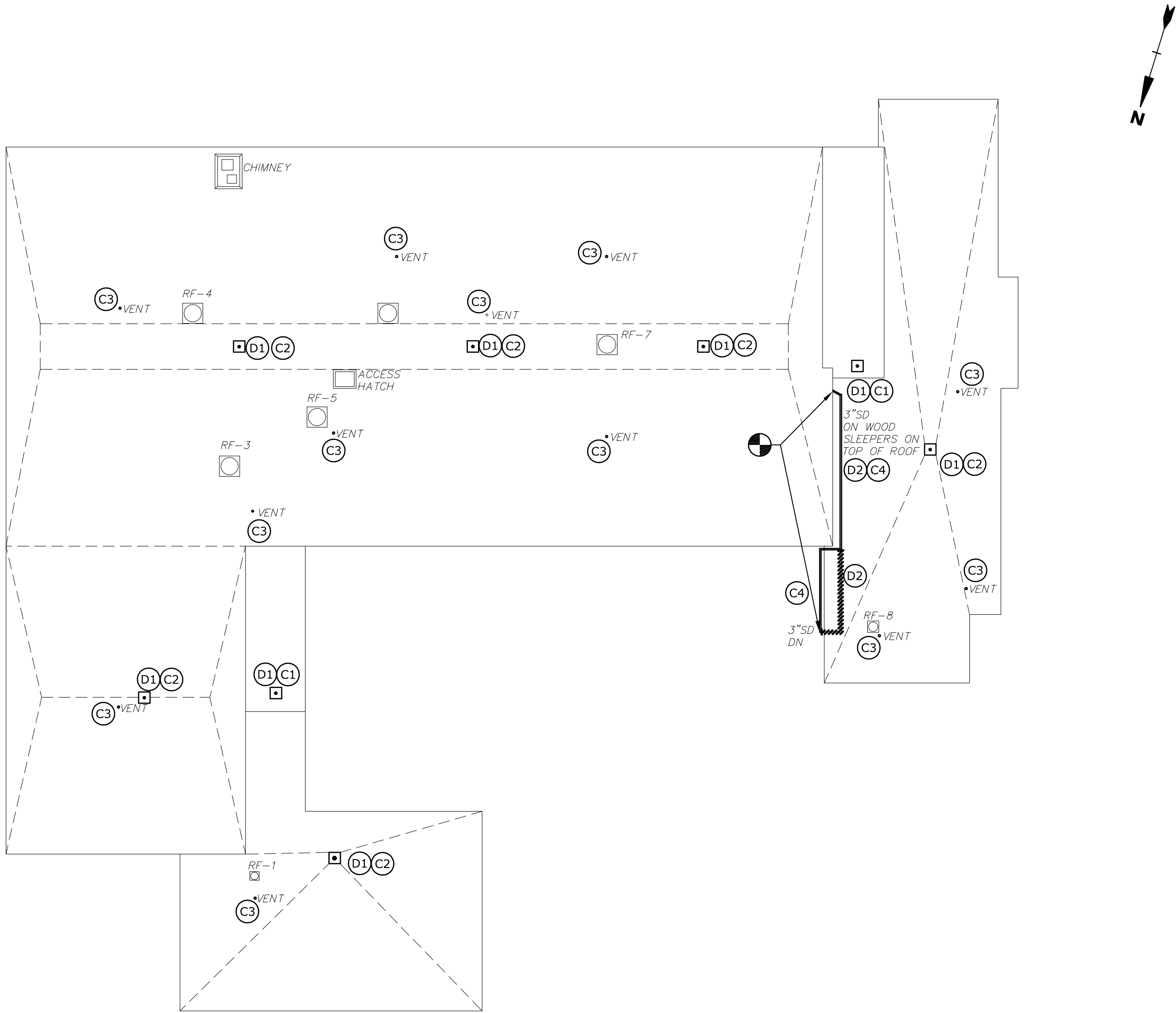
Melrose,
Massachusetts

A	06/20/2022	SCHEMATIC DESIGN
MARK	DATE	DESCRIPTION
PROJECT NO: M1215-026		
DATE: 06/20/2022		
FILE: M1215-026-HOOVER - P-101.dwg		
DRAWN BY: JM		
CHECKED: MPW		
APPROVED: FJH, JPV		

PLUMBING ROOF PLAN

SCALE: AS SHOWN

P-101



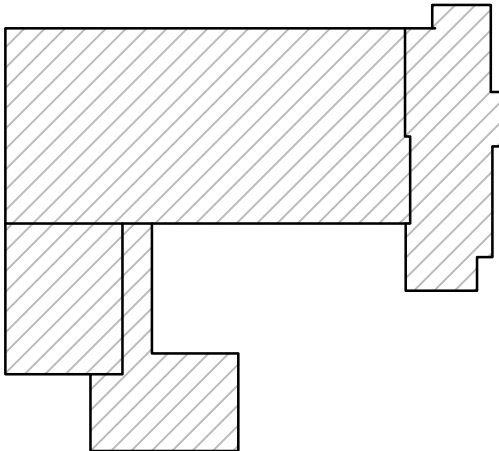
- LEGEND
- ACCESS HATCH
 - ROOF DRAIN
 - VENT PIPE PENETRATION
 - CONNECT TO EXISTING

DEMOLITION KEY NOTES

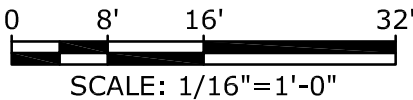
- D1 REMOVE EXISTING ROOF DRAINS. CUT AND CAP EXISTING DRAIN PIPING AWAY FROM DRAIN BODY WITHIN BUILDING. PREPARE FOR FUTURE CONNECTION. COORDINATE EXTENT OF DEMOLITION W/ ROOFING CONTRACTOR TO CONFIRM ADEQUATE CLEARANCE FOR NEW ROOFING INSTALLATION IS PROVIDED.
- D2 DEMOLISH RAIN LEADER AND SLEEPERS BACK TO WALL PENETRATION. DEMOLISH RAIN LEADER TOWARD GROUND AS REQUIRED TO CLEAR ROOF.

CONSTRUCTION KEY NOTES:

- C1 NEW ROOF DRAIN. PROVIDE NEW PIPING FROM DRAIN AND CONNECT TO EXISTING PIPING. INSULATE RD SUMP AND NEW SECTION OF STORM DRAIN PIPING WITH 1-INCH FIBERGLASS INSULATION WITH ASJ. INSULATION THERMAL CONDUCTIVITY TO BE 0.21-0.27 BTU-IN/(h-ft²-°F). ROOF DRAIN OUTLET SIZE AND PIPE SIZE TO MATCH EXISTING. COORDINATE INSTALLATION WITH ROOFING CONTRACTOR.
- C2 NEW ROOF DRAIN. DRAIN TO MATCH OUTLET SIZE OF 4". CONNECT NEW PIPE TO EXISTING STORM DRAINAGE SYSTEM WITHIN THE BUILDING. INSULATE RD SUMP AND NEW SECTION OF STORM DRAIN PIPING WITH 1-INCH FIBERGLASS INSULATION WITH ASJ. INSULATION THERMAL CONDUCTIVITY TO BE 0.21-0.27 BTU-IN/(h-ft²-°F). VERIFY TIE-IN LOCATION IN FIELD. COORDINATE WITH ROOFING CONTRACTOR AND G.C.
- C3 CONFIRM VENT SIZE IN FIELD. EXTEND VENT PIPE WITH SAME SIZE TO TERMINATE 24" ABOVE NEW ROOF.
- C4 PROVIDE NEW CI RAIN LEADER. CONNECT AT WALL PENETRATION, INSTALL WITH 1% PITCH ALONG NEW ROUTING SHOWN, ROUTE ABOVE DOOR TOWARD UNDERGROUND LEADER.



HOOVER KEYPLAN
NO SCALE



SCALE: 1/16"=1'-0"

Hoover
Elementary
School Roof
Replacement
Project

City Of Melrose

Melrose,
Massachusetts

A	06/20/2022	SCHEMATIC DESIGN
MARK	DATE	DESCRIPTION
PROJECT NO: M1215-026		
DATE: 06/20/2022		
FILE: M1215-026-HOOVER - H-101.dwg		
DRAWN BY: JM		
CHECKED: MPW		
APPROVED: FJH, JPV		

HVAC ROOF PLAN

SCALE: AS SHOWN

H-101

GENERAL NOTES

1. VERIFY ALL EXISTING CONDITIONS AND DIMENSIONS PRIOR TO COMMENCEMENT OF WORK. COORDINATE ALL WORK WITH OTHER TRADES.
2. THE DRAWINGS ARE DIAGRAMMATIC AND INDICATE THE GENERAL ARRANGEMENT OF SYSTEMS AND WORK INCLUDED IN THE CONTRACT.
3. INSTALL EQUIPMENT AND SUPPORTS IN ACCORDANCE WITH ALL RELEVANT BUILDING CODES.
4. FIELD VERIFY QUANTITY OF MECHANICAL EQUIPMENT, AND SUPPORTS TO BE REMOVED.
5. PERFORM PRE-BALANCE TESTING OF ALL EXHAUST FANS PRIOR TO UNIT REMOVAL, RECORD AIRFLOWS FOR FINAL BALANCING EFFORTS. PROVIDE REPORT TO ENGINEER.
6. PROVIDE TEMPORARY CAPS FOR ALL DUCTWORK. NO DUCTWORK SHALL REMAIN OPEN AT ANY TIME.
7. DURING DEMOLITION, CONTROL WIRING IS TO BE DISCONNECTED AND PROTECTED FOR FUTURE USES/RECONNECTION.
8. PROVIDE NEW HVAC EQUIPMENT PER SCHEDULES. PROVIDE REQUIRED DUCTWORK TRANSITIONS FROM EXISTING DUCTWORK TO NEW FANS AS REQUIRED.
9. ALL MATERIALS, METHODS AND EQUIPMENT INSTALLED MUST BE IN COMPLIANCE WITH PROJECT SPECIFICATIONS AND APPLICABLE CODES.

GENERAL DEMOLITION NOTES

1. IT IS NOT THE INTENT OF THESE DOCUMENTS TO SHOW EVERY DEVICE, APPURTENANCE, PIPE, WIRE, OR CONDUIT TO BE REMOVED. HVAC EQUIPMENT, UNITS, AND SYSTEMS NOT BEING REUSED SHALL BE REMOVED IN THEIR ENTIRETY INCLUDING ASSOCIATED SUPPORTS.
2. PROPERLY DISPOSE OF DEMOLISHED EQUIPMENT IN COMPLIANCE WITH CODES, REGULATIONS, AND DEP STANDARDS. INVENTORY, SALVAGE AND TURN OVER OR DISPOSE OF EQUIPMENT AT DIRECTION OF OWNER.
3. ALL EXISTING SYSTEMS SHALL BE MADE FULLY OPERATIONAL, INCLUDING RECONNECTION TO SERVICES AND DUCTWORK.
4. EXISTING EQUIPMENT TO BE REMOVED AND RE-INSTALLED SHALL BE FIELD VERIFIED FOR QUANTITY AND CONDITION. KEEP AN ACCURATE RECORD OF STORED EQUIPMENT INCLUDING CONDITION.
5. SYSTEMS REQUIRED TO REMAIN IN OPERATION DURING DEMOLITION SHALL BE CAREFULLY PROTECTED FROM DAMAGE AND CONTAMINATION BY THE CONSTRUCTION PROCESS.

DRAWING DEMOLITION NOTES:

- (D1) DISCONNECT, AND DEMOLISH EXHAUST FAN. PROVIDE TEMPORARY CAP OVER DUCT OPENING. MEASURE AIRFLOW OF EXISTING FAN PRIOR TO UNIT REMOVAL.
- (D2) DISCONNECT, REMOVE, AND STORE EXHAUST FAN. PROVIDE TEMPORARY CAP OVER DUCT OPENING. EXISTING CURB TO REMAIN.

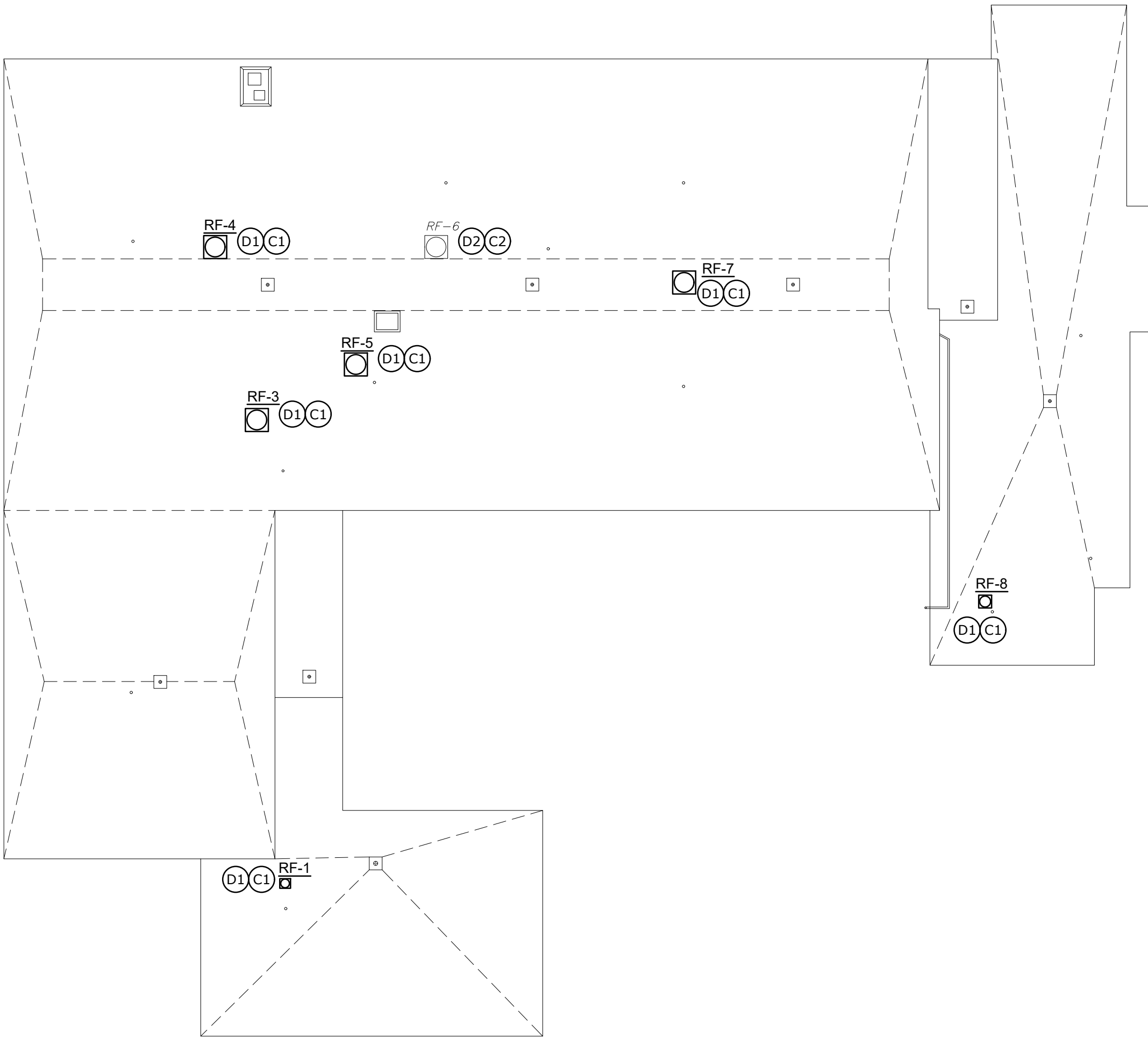
DRAWING CONSTRUCTION NOTES:

- (C1) INSTALL NEW EXHAUST FAN ON CURB, RECONNECT AND SEAL TO EXISTING DUCTWORK. CONNECT FANS TO EXISTING CONTROLS AND BALANCE SYSTEMS TO MATCH SCHEDULED OR EXISTING AIRFLOWS. IF SCHEDULED AND EXISTING AIRFLOWS DIFFER, COORDINATE BALANCING VALUES WITH ENGINEER.
- (C2) RE-INSTALL REMOVED FAN ON CURB, RECONNECT AND SEAL TO EXISTING DUCTWORK. CONNECT FAN TO EXISTING CONTROLS AND BALANCE SYSTEMS TO MATCH SCHEDULED OR EXISTING AIRFLOWS.



LEGEND

- [Hatched Box] ACCESS HATCH
- [Box with X] EXHAUST FAN

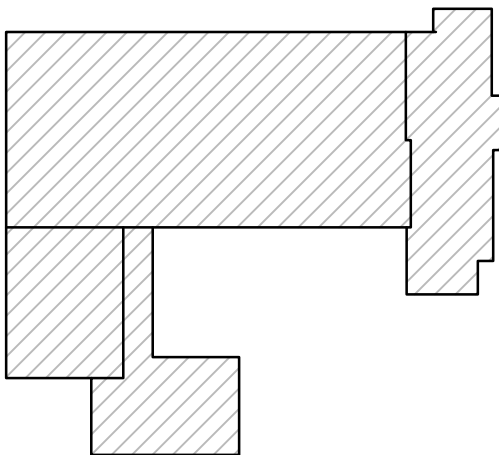


FAN SCHEDULE

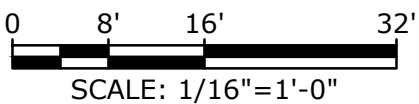
UNIT NO.	LOCATION	SERVING	MANUFACTURER	TYPE	MODEL	CFM	ESP (IN W.C.)	RPM	BHP [W]	MHP	SPEED CONTROL	ELECTRICAL			REMARKS
												VOLTS	PH	FLA	
RF-1	ROOF	KINDERGARTEN	LOREN COOK	DOWNBLAST CENTRIFUGAL, DIRECT DRIVE FAN W BDD, DS AND EC MOTOR	101C17DEC	620	¼	1312	[60]	¼	EC	115	1	0.5	[1][2][3][4][5][6]
FAN 2	KITCHEN	KITCHEN		INLINE FAN	B-12	700	¼	1140	-	¼	-	208	1	-	[9]
RF-3	ROOF	2ND FLOOR CLASSROOMS	LOREN COOK	DOWNBLAST CENTRIFUGAL, DIRECT DRIVE FAN W BDD, DS AND EC MOTOR	165C17D(VF)	2000	⅜	892	0.25	½	EC	115	1	4.1	[1][2][3][4][5][6]
RF-4	ROOF	ALL PURPOSE ROOM	LOREN COOK	DOWNBLAST CENTRIFUGAL, DIRECT DRIVE FAN W BDD, DS AND EC MOTOR	210C17D(VF)	2500	⅜	597	0.28	½	EC	115	1	4.3	[1][2][3][4][5][6]
RF-5	ROOF	1SR AND 2ND FLOOR TOILETS	LOREN COOK	DOWNBLAST CENTRIFUGAL, DIRECT DRIVE FAN W BDD, DS AND EC MOTOR	150C17D(VF)	1500	⅜	921	0.17	¼	EC	115	1	3.2	[1][2][3][4][5][6]
RF-6	ROOF	1ST FLOOR CLASSROOMS	USA VENTILATION SYSTEMS LLC	DOWNBLAST CENTRIFUGAL, BELT DRIVEN FAN W BDD AND DS	DB24RH3S	3640	½	610	-	¾	-	208	3	-	[7][8]
RF-7	ROOF	2ND FLOOR CLASSROOMS	LOREN COOK	DOWNBLAST CENTRIFUGAL, DIRECT DRIVE FAN W BDD, DS AND EC MOTOR	165C17D(VF)	2000	⅜	892	0.25	½	EC	115	1	4.1	[1][2][3][4][5][6]
RF-8	ROOF	TEACHERS	LOREN COOK	DOWNBLAST CENTRIFUGAL, DIRECT DRIVE FAN W BDD, DS AND EC MOTOR	LCRF-100	375	¼	1256	0.05	⅛	EC	115	1	1.9	[1][2][3][4][5][6]

SCHEDULE NOTES:

- [1] DEMOLISH AND REPLACE.
- [2] FURNISH NEW ROOF CURBS (INSTALLED BY GC) WITH NEW FANS. CONFIRM ROOF OPENING, PROVIDE TRANSITION CURBS AS REQUIRED. CURB EDGE MINIMUM 12" ABOVE NEW ROOFING.
- [3] PROVIDE ELECTRONICALLY COMMUTATED MOTORS (ECMS) AND MOTOR MOUNTED SPEED CONTROLS FOR BALANCING.
- [4] PROVIDE FACTORY MOUNTED NEMA 3 DISCONNECT SWITCH.
- [5] PROVIDE HINGED CURB BASE.
- [6] PROVIDE WITH BAROMETRIC BACKDRAFT DAMPERS.
- [7] REMOVE, RETAIN, AND RE-INSTALL.
- [8] REUSE EXISTING CURB AND BLOCKING FOR RETAINED FAN. CURB EDGE MUST BE MINIMUM 12" ABOVE NEW ROOFING, PROVIDE CURB ADAPTER AND/OR CURB EXTENSION AS REQUIRED.
- [9] EXISTING, NOT IN SCOPE.



HOOVER KEYPLAN
NO SCALE



**MSBA Accelerated Repair Program
Horace Mann Elementary School
Hoover Elementary School
Roof Replacement project
Melrose, MA**

**Schematic Design Estimate
June 27, 2022**

Tighe & Bond



198 North Washington St, #109, Boston MA 02114

Minutes Acceptance: Minutes of Jan 17, 2023 7:45 PM (Reading of the Minutes)



**MSBA Accelerated Repair Program
Roof Replacement project
Melrose, MA
Schematic Design Estimate
BASIS OF ESTIMATE**

6/27/2022

Roof Replacement project

DOCUMENTATION

This estimate was prepared from the following information:

Schematic Design Drawings provided by Tighe & Bond design team, dated June 20, 2022

BASIS FOR PRICING

This estimate reflects the current construction value for the construction of this project and should not be construed as a prediction of a low bid. Prices are based on local prevailing wage construction costs at the time the estimate was prepared.

PROJECT OUTLINE

The project consists of roof replacement at Horace Mann Elementary School and Hoover Elementary School in Melrose, MA.

QUALIFICATIONS

Owner costs and fees are excluded

ITEMS NOT CONSIDERED IN THIS ESTIMATE

Items not included in this estimate are:

- Overtime outside industry standard
- Work outside normal hours of operation
- Preconstruction fees
- Utility Company Charges or Hook-up fees have been excluded
- No permits or special fees have been included
- Third party commissioning costs.
- Owner supplied and/or installed items (e.g.. Draperies, furniture and equipment)
- Loose Furniture and Equipment
- Owner Supplied and Installed Furniture, Fixtures and Equipment
- Relocation / move costs
- Air Quality monitoring / Vibration monitoring
- Loose technology equipment (i.e. Computers, Printers, Etc.)
- The estimate assumes all long-lead items can be pre-purchased to meet schedule requirements.
- The estimate is based on the premise that the design will meet all codes, laws, ordinances, rules, and regulations in effect at the time that the estimate was prepared. The estimate shall be adjusted should any discrepancies between design and the aforementioned codes, laws or ordinances result in, or require, an increase in the Cost 'of the Work
- Items identified in the design as Not In Contract (NIC)
- Builder's Risk insurance, terrorist insurance and other Owner insurances



Roof Replacement project

June 27, 2022

Hoover Elementary School

Melrose, MA

Schematic Design Estimate

			17,714 GSF
		Cost / SF	
02 Existing Conditions	340,899	19.24	25.5%
04 Masonry	16,200	0.91	1.2%
05 Metals	157,086	8.87	11.7%
06 Wood, Plastics, and Composites	28,464	1.61	2.1%
07 Thermal & Moisture Protection	654,165	36.93	48.9%
22 Plumbing	32,685	1.85	2.4%
23 HVAC	63,526	3.59	4.8%
26 Electrical	44,124	2.49	3.3%
TOTAL DIRECT COST	1,337,148	75.49	100%
Design Contingency	15.00%	200,572	11.32
General Conditions and General Requirements	11.50%	176,838	9.98
Permits and fees	excluded	-	-
Contractor's OH&P	5.00%	76,886	4.34
Escalation (midpoint 2Q 2023)	5.00%	89,572	5.06
Construction Contingency	excluded	-	-
TOTAL ESTIMATED CONSTRUCTION COST	1,881,016	106.19	

Minutes Acceptance: Minutes of Jan 17, 2023 7:45 PM (Reading of the Minutes)



**Roof Replacement project
Melrose, MA
Schematic Design Estimate**

6/27/2022

Hoover Elementary School

Division	Description	Quantity	Unit	Unit Price	Total	Subtotal Trades	Notes
1	02 Existing Conditions						
2	024100 <i>Selective Demolition</i>						
3	<i>Roof Demolition</i>						
4	Remove and disposed of existing roof - see Hazardous Materials Assessment	17,714	sf		Included		
5	Premium remove original tar & gravel roof system	13,450	sf	4.50	60,525		
6	Roof drain remove	7	ea		with plumbing		
7	Remove and dispose of access hatch	1	ea	450.00	450		
8	Existing insulation thickness test cut	4	ea	150.00	600		
9	Remove and dispose of all exiting exhaust fence curb and flashing	104	lf	18.00	1,872		
10	Remove and dispose of chimney flashing	24	lf	6.50	156		
11	Remove and dispose of vent flashing	10	ea	40.00	400		
12	Cutting and patching	1	ls	3,500.00	3,500		
13	Dispose, cart away	1	ls	4,400.00	4,400		
14	Temporary roof protection	17,714	sf	1.20	21,257		
15	Dust control	1	ls	6,200.00	6,200		
16	Allowance for overhead protection building entrance below.	120	sf	20.00	2,400		
17							
18	026000 <i>Hazardous Materials Assessment</i>						
19	ACM & PCB Abatement of roof	17,714	sf	13.50	239,139		
20							
21	Subtotal: Existing Conditions					\$ 340,899	
22							
23	04 Masonry						
24	041000 <i>Masonry Units</i>						
25	Masonry work associated with installing thru-wall flashing	216	lf	75.00	16,200		
26							
27	Subtotal: Masonry					\$ 16,200	
28							
29	05 Metals						
30	051000 <i>Structural Steel Framing</i>						
31	Structural improvements	1	ls	150,000.00	150,000		
32	053000 <i>Metal Decking</i>						
33	Roof deck replacement at Roof B1 damaged areas, assumed 5% of roof area	886	sf	8.00	7,086		
34							
35	Subtotal: Metals					\$ 157,086	
36							
37	06 Wood, Plastics, and Composites						
38	061600 <i>Rough Carpentry</i>						
39	Install new curbing for all HAVC equipment 12" above new roof	94	lf	48.00	4,512		
40	New 3x Pressure treated blocking at roof edge	998	lf	24.00	23,952		
41							
42	Subtotal: Wood, Plastics, and Composites					\$ 28,464	
43							

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**Roof Replacement project
Melrose, MA
Schematic Design Estimate**

6/27/2022

Hoover Elementary School

Division	Description	Quantity	Unit	Unit Price	Total	Subtotal Trades	Notes
44	07 Thermal & Moisture Protection						
45	075000 Membrane Roofing						
46	New Construction						
47	90 mil EDPM roofing system; 30 year warranty	17,714	sf	30.00	531,420		
48	Tapered crickets	4	ea	80.00	320		
49	New walkway pad, assumed 10% of roof area	1,771	sf	6.50	11,514		
50							
51	076500 Flashing and Sheet Metal						
52	Roof edge metal fascia and securement, continuous extruded aluminum cleat, continuous aluminum hook strip with stainless fasteners	998	lf	49.00	48,902		
53	Snap-on aluminum cover	998	lf	38.00	37,924		
54	New flashing at HAVC equipment curbing	94	lf	14.00	1,316		
55	Stainless steel chimney flashing	20	lf	32.00	640		
56	Access hatch flashing	16	lf	18.00	288		
57	Vents pipe flashing	12	ea	85.00	1,020		
58	Roof drain flashing	8	ea	350.00	2,800		
59	Wall and roof flashing	216	lf	18.00	3,888		
60	Misc. roof flashing	1	al	2,000.00	2,000		
61							
62	077100 Roof Specialties						
63	Access hatch	1	ea	4,250.00	4,250		
64							
65	079100 Joint Sealants						
66	Exterior caulking and sealants at all roof penetrations	17,714	sf	0.45	7,883		
67							
68	Subtotal: Thermal & Moisture Protection					\$ 654,165	
69							
70	22 Plumbing						
71	Demolition						
72	Roof drains	8	ea	332.10	2,657		
73	New						
74	Sanitary vent system						
75	Extend vent piping to 24"	12	ea	570.00	6,840		
76							
77	Roof drainage system						
78	Roof drain including new piping/insulation and tie-in to existing, Allowance	8	ea	1,648.50	13,188		Assume 4" drains
79							
80	Materials supply and bidding/market conditions allowance	1	ls	5,000.00	5,000		
81	Supervision/PM	1	ls	5,000.00	5,000		
82							
83							
84	Subtotal: Plumbing					\$ 32,685	
85							

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**Roof Replacement project
Melrose, MA
Schematic Design Estimate**

6/27/2022

Hoover Elementary School

	Division	Description	Quantity	Unit	Unit Price	Total	Subtotal Trades	Notes
86	23	HVAC						
87		Demolition						
88		Disconnect mechanical piping and ductwork from units and remove and store units for reinstallation, Allowance	15	ea	934.00	14,010		
89		Remove obsolete equipment, Allowance	1	ls	4,000.00	4,000		Quantity/type not indicated
90								
91		New						
92		Re-set units and extend mechanical piping and ductwork	15	ea	1,401.04	21,016		
93								
94		Miscellaneous to include seismic controls and testing/start-up	1	ls	3,500.00	3,500		
95		Materials supply and bidding/market conditions allowance	1	ls	15,000.00	15,000		
96								
97		Supervision/PM	1	ls	6,000.00	6,000		
98								
99		Subtotal: HVAC					\$ 63,526	
100	26	Electrical						
101		Demolition						
102		Antenna, to be reinstalled	3	ea	300.00	900		
103		Conduit/wire, lighting	364	lf	11.64	4,237		
104		Electrical fixture, disconnect only, Allowance	11	ea	200.00	2,200		Fixture' description not provided
105								
106		New						
107		Lighting system						
108		Conduit/wire	364	lf	25.24	9,187		
109								
110		Miscellaneous						
111		Antenna, install previously removed	3	ea	450.00	1,350		
112		Electrical fixture, reconnect, Allowance	11	ea	250.00	2,750		
113								
114		Miscellaneous to include seismic controls and testing/start-up	1	ls	500.00	500		
115		Materials supply, small job premium and bidding/market conditions allowance	1	ls	20,000.00	20,000		
116								
117		Supervision/PM	1	ls	3,000.00	3,000		
118								
119		Subtotal: Electrical					\$ 44,124	
120								

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HERBERT CLARK HOOVER ELEMENTARY SCHOOL MELROSE, MA PRE-RENOVATION HBMA SERVICES

TO: Denise M. Gaffey – Directory and City Planner – City of Melrose
FROM: Frank Rodrigues – Tighe & Bond
COPY: Matthew Wzorek – Tighe & Bond
DATE: June 8, 2022

Tighe & Bond Inc., (Tighe & Bond) has prepared the following technical memorandum to summarize the Hazardous Building Material Assessment (HBMA) conducted at the Herbert Clark Hoover Elementary School. (the "Site"). A facility improvement project, which includes full replacement of the existing roof is currently proposed for the school building. The current roof systems consists of a rubber membrane roof system over a tar and gravel/built up roof applied onto a metal roof deck. The HBMA was limited to the roof area being proposed for renovation impact and did not include the roof of the modular classroom section of the school. As required by state and federal regulations, characterization of various waste streams generated during construction projects must be completed to ensure their proper management.

The Assessment included a visual observation and bulk sampling of suspect hazardous building materials (asbestos, painted/coated building materials), and a visual inventory of other hazardous/regulated wastes (i.e., mercury-containing equipment, refrigerants, PCB-containing equipment, etc.). The HBMA was performed to support the proposed facility improvement project and to address/prepare budgets for management of environmentally related building materials.

Tighe & Bond's assessment and report are subject to the HBMA Limitations provided as Appendix A. The Assessment was performed on May 20, 2022, by Tighe & Bond's Massachusetts licensed asbestos inspector, Francisco J. Rodrigues, (#AI040131). Mr. Rodrigues' inspector license and certification are included as Appendix B of this report.

1 Hazardous Building Materials Assessment

1.1 Asbestos-Containing Building Materials

Prior to any type of building renovation or demolition, a thorough investigation is required to identify and quantify asbestos containing materials (ACM) which may be impacted by the demolition or renovation activities. The survey is required by the United States Environmental Protection Agency (EPA) National Emissions Standard for Hazardous Air Pollutants (NESHAP) regulations (Title 40 CFR, Part 61, Subpart M); Massachusetts Department of Environmental Protection (MassDEP) regulations (310 CMR 7.15); Massachusetts Department of Labor Standards (MADLS) regulations, (454 CMR 28.00); as well as applicable portions of the Occupational Safety and Health Administration (OSHA) asbestos in construction regulations (CFR 1926.1101).

The asbestos assessment was limited to accessible areas of the roof and roof top equipment to determine the presence or absence of suspect ACM that have potential for disturbance

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during the proposed renovation activities and would be subject to abatement prior to roof replacement.

Suspect materials were divided into "homogeneous materials", building materials which were determined by the inspector to be homogeneous based on their color, texture, and age. A number of bulk samples of suspect ACM from each homogenous group of materials were collected in general accordance with standards described in the Environmental Protection Agency (EPA) Asbestos Hazard and Emergency Response Act (AHERA) Regulations for schools. AHERA sampling protocols are only recommended for use by MassDEP and EPA as they do not regulate bulk sampling standards.

Bulk samples were collected and submitted to Aerobiology Laboratories Associates Inc., (Aerobiology) of Woburn, Massachusetts for analysis via Polarized Light Microscopy with Dispersion Staining (PLM/DS) in accordance with the EPA/600/R-93/116 Method. ProScience is a Massachusetts licensed and American Industrial Hygiene Association (AIHA)-accredited asbestos laboratory.

Suspect materials identified and sampled are included as inventory tables in Appendix C. The tables describes material locations, sample numbers, quantities, condition, analytical results, and specific comments relative to our findings. The asbestos laboratory report is included in Appendix D.

The MassDEP defines a material that contains greater than or equal to one percent ($\geq 1\%$) asbestos utilizing PLM/DS, as being an ACM. Materials that are identified as "none detected" are specified as not containing asbestos. Materials containing less than one percent ($< 1\%$) asbestos are regulated to a degree by OSHA related to work practices, worker exposure, and waste containerization and in Massachusetts, materials containing $< 1\%$ asbestos are considered asbestos-containing waste material (ACWM) and must be packaged and disposed of as ACWM in accordance with 310 CMR 7.15.

A total of five homogeneous areas were identified during the inspection and 14 samples of suspect ACM were collected. The tar and gravel/built up roof system located under the rubber membrane roof system was determined to contain $< 1\%$ asbestos and therefore classified as an ACWM.

Samples of other suspect ACM collected during the survey, were determined to be non-asbestos containing. Refer to Appendix C for a list of each suspect material identified and sampled.

Other suspect materials encountered during any renovation activities that are not identified in this report as being non-ACM should be assumed to be ACM until sample collection and laboratory analysis indicate otherwise.

The tar and gravel/built up roof identified at the Hoover School must be managed and disposed of as an ACM.

The ACMs identified at the Hoover School should be removed by a licensed asbestos abatement contractor, utilizing trained and licensed personnel prior to renovation, demolition or any activity that has the potential to disturb these materials. Tighe & Bond recommends the creation of a project specific asbestos abatement scope of work or technical specification for the removal of ACWM. The specification must be developed by a Massachusetts licensed asbestos project designer, and it should address such important issues as regulatory requirements, notification procedures, insurance considerations, air sampling needs and other pertinent information. Abatement activities must be subject to a passing post abatement visual inspection by an asbestos monitoring firm not affiliated with the abatement contractor.

The same firm typically collects, analyzes and reports the State required post abatement clearance air samples.

1.2 Universal Waste and Other Regulated Building Waste

Tighe & Bond performed a visual inspection of the proposed renovation areas to identify hazardous materials, universal waste materials or other regulated wastes that have the potential for disturbance during the roof replacement project. No regulated wastes were identified.

1.3 Lead Based Paint (LBP)

Paint chip sampling was performed to identify lead paint concentrations in those painted components likely subject to impact by renovations. Specifically, one sample was collected from the fascia board which is scheduled to be replaced.

The OSHA 1926.62 Lead in Construction regulations require worker protection and the use of certain work practices if painted building components with detectable levels of lead paint are disturbed during a demolition or renovation. The result of the sampling is intended to provide guidance to contractors for occupational lead exposure controls as it is the responsibility of the contractor to ensure the safety of their employees. Contingent upon renovation or demolition methods, building components coated with lead levels may cause exposures to lead above OSHA standards during proposed renovation or demolition activities.

One suspect lead paint sample was collected from the painted fascia board and was submitted to Aerobiology analysis using the SW846-7420/3051 method. A summary of the test result is presented in Appendix E. The Aerobiology laboratory report is located in Appendix F.

The result of the paint chip sampling performed by Tighe & Bond indicates the paint chip sample collected and analyzed was below the EPA regulatory threshold limit for lead based paint.

Although results were below regulatory thresholds, compliance with OSHA Lead in Construction is required for detectable levels of lead. Lead-containing painted building components should not be subjected to dust-generating activities such as sanding, grinding, sawing, etc. Also, lead-containing painted building materials should not be subject to torch cutting. An LBP determination cannot determine a safe level of lead but is intended to provide guidance for implementing industry standards for lead in paint at identified locations. With this data contractors can better determine potential exposure of workers to airborne lead by understanding the different concentrations of LBP and activities that disturb paint on representative surfaces.

Based on the reportable levels of lead on the painted components tested and subject to waste characterization requirements of the disposal facility, the contractor may be required to conduct Toxicity Characteristic Leaching Procedure (TCLP) testing of the remaining painted waste stream prior to disposal, to determine if the results of that testing exceed the 5.0 mg/L hazardous waste threshold as governed under the Federal EPA "Resource Conservation and Recovery Act" (RCRA - 40 CFR Part 261).

Appendices:

APPENDIX A: HBMA Limitations

APPENDIX B: Inspector's Certification

APPENDIX C: Suspect Asbestos Containing Materials Inventory Table

APPENDIX D: Asbestos Laboratory Report

APPENDIX E: Summary of Lead Paint Materials Table

APPENDIX F: Lead Paint Samples Laboratory Report

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Schematic Design Submission Checklist MSBA Accelerated Repair Program



District: Melrose Public Schools

School: Horace Mann Elementary School

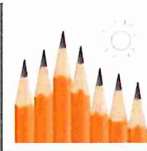
Scope: Roof Replacement

Schematic Design Deliverables:

OPM	District	
☒	☒	Project Narrative: - Existing conditions analysis (hazardous materials, structural, etc.) - Explanation of proposed solution - Designer statement that the proposed solution meets the Massachusetts Stretch Energy Code and/or the International Energy Conservation Code
☒	☒	Code Analysis
☒	☒	Schematic Design Drawings
☒	☒	Cost Estimate (CSI Format) - Include all Proposed Alternates
☒	☒	Form 3011 – Total Project Budget
☒	☒	Project Cash Flow (cumulative line chart illustrating Total Project Budget)
☒	☒	Project Schedule (Gantt Chart)
☒	☒	Accelerated Repair Program Reimbursement Rate Certification signed by the District
☒	☒	Proposed project scope and budget vote language in compliance with MSBA standard vote language

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Schematic Design Submission Checklist MSBA Accelerated Repair Program



Program Guidelines and Project Funding Agreement:

OPM	District	
☒	☒	MSBA Board of Directors authorization to execute a Project Funding Agreement is tied to the specific project scope and budget presented in the Schematic Design.
☒	☒	The portion of the Construction Contingency potentially eligible for reimbursement is set at 5% of the total estimated eligible construction costs as included in the PFA's Total Project Budget and is intended for hard costs only. The MSBA will complete one Change Order review per district in which the MSBA will review Change Orders for eligibility not validity. All ineligible costs will not be reimbursed.
☒	☒	The portion of the Owner's Contingency potentially eligible for reimbursement is set at 0.5% of the total estimated eligible construction costs as included in the PFA's Total Project Budget and is intended for soft costs only. All ineligible costs will not be reimbursed.
☒	☒	Prior to securing project funding, the district will draft proposed project scope and budget vote language in compliance with MSBA standard vote language and will provide the vote language to the MSBA for review and approval prior to taking the vote.
☒	☒	After bids have been received and actual construction costs are established, the district's potential Project Funding Agreement must be revised to reflect the actual construction costs in accordance with paragraph 2.3 of the Project Funding Agreement. If there are bid savings, the MSBA shares in the cost savings by reducing the maximum facilities grant to reflect reimbursable costs. If there is a bid overage, construction contingency is transferred to the construction budget to reflect the additional costs and is deemed ineligible. The transfer of construction contingency due to the bid overage results in a reduction to the maximum facilities grant.
☒	☒	MSBA's standardized Schedule of Values will be used by the district to ensure that all budget entries in the MSBA's ProPay system mirror the Total Project Budget Form 3011 following the PFA Bid Amendment. The MSBA will only reimburse eligible costs if they are entered to the correct cost codes in the Total Project Budget.
☒	☒	Budget Revision Requests will be submitted by the district in a timely manner to reflect changes to the Total Project Budget. After a Budget Revision Request is executed, the district will enter the Budget Revision Request into the ProPay system for approval by the MSBA.

Schematic Design Submission Checklist MSBA Accelerated Repair Program



☒	☒	MSBA's Audit Department will review requests for reimbursement in the ProPay system of \$50,000 or more. All reimbursement requests which are less than \$50,000 will be returned to the district without review. All districts are encouraged to attend ProPay training conducted by the Audit Department following the execution of a Project Funding Agreement.
☒	☒	OPM monthly reporting begins when the OPM contract is executed and continues until the project receives Board of Directors approval of the final audit. Failure to submit timely and complete reports may impact district reimbursement review and payment. OPM monthly reporting supports MSBA review of reimbursement requests.

I certify, as evidenced by the boxes set forth under the heading, "Schematic Design Deliverables," which I have checked above, that I have fulfilled all requirements described in Section 8.2 of the MSBA Standard Contract for Project Management Services (Accelerated Repair Program) by submitting the listed deliverables by the established deadline to the MSBA. I further certify, as evidenced by the boxes set forth under the heading, "Program Guidelines and Project Funding Agreement," which I have checked above, that I have explained the Program Guidelines and Project Funding Agreement to the district.

I understand that if a conflict is created between this form and the Project Funding Agreement, the Project Funding Agreement is the controlling document. I also understand that if a conflict is created between this form and the MSBA Standard Contract for Project Management Services (Accelerated Repair Program), the MSBA Standard Contract is the controlling document. I further recognize that the purpose of this form is to further understand the Project Funding Agreement and the MSBA Standard Contract for Project Management Services (Accelerated Repair Program).

Title: Project Director, Owner's Project Manager
Firm: The Vertex Companies, LLC
Date: June 27, 2022

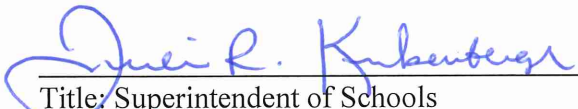
I certify, as evidenced by the boxes set forth under the heading, "Program Guidelines and Project Funding Agreement," which I have checked above, that I have read and understand the Program Guidelines and Project Funding Agreement. I certify, as evidenced by the boxes set forth under the heading, "Schematic Design Deliverables," which I have checked above, that I have reviewed the enumerated deliverables within the Schematic Design Submittal with the Owner's Project Manager and Designer. I further

Schematic Design Submission Checklist MSBA Accelerated Repair Program



certify, as evidenced by the boxes set forth under the heading, "Schematic Design Deliverables," which I have checked above, that the OPM has explained to me the OPM's responsibilities as described in Section 8.2 of the MSBA Standard Contract for Project Management Services (Accelerated Repair Program) to submit the designer's deliverables listed above.

I understand that if a conflict is created between this form and the Project Funding Agreement, the Project Funding Agreement is the controlling document. I also understand that if a conflict is created between this form and the MSBA Standard Contract for Project Management Services (Accelerated Repair Program), the MSBA Standard Contract is the controlling document. I further recognize that the purpose of this form is to further understand the Project Funding Agreement and the MSBA Standard Contract for Project Management Services (Accelerated Repair Program).


 Title: Superintendent of Schools
 Date: June 27, 2022

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Tighe&Bond

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Appendices

A	Code Analysis
B	Schematic Design Drawings `
C	Cost Estimate
D	Form 3011 – Total Project Budget
E	Project Cash Flow
F	Project Schedule
G	ARP Reimbursement Rate Certification and Checklist
H	Proposed Project Scope and Budget Vote Language
I	Hazardous Materials Assessment Report
J	Roof Sampling Test Cut Report

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Section 1

Project Narrative

1.1 Introduction

The City of Melrose is currently participating in the Massachusetts School Building Authority (MSBA) Accelerated Repair Program (ARP) and has submitted a Statement of Interest for repairs at the Horace Mann Elementary School. The Vertex Companies, LLC. and Tighe & Bond Designer Services, Inc. were subsequently designated as the Owner's Project Manager (OPM) and Designer, respectively for the proposed project.

The Horace Mann Elementary School is located at 40 Damon Avenue in Melrose, MA. The school building is a two-story brick masonry building with an approximate roof area of 14,000 square feet, which was constructed in 1949 with an addition constructed in 1955. The school has undergone several renovations over time, including accessibility and interior improvements in 2017. The first floor of the school generally consists of classrooms, a library, administrative and nurse offices, storage rooms, a multipurpose room, and bathrooms. The second floor contains classrooms and bathrooms. The school currently serves approximately 270 students from kindergarten to fifth grade.

The team assembled for execution of the Herbert Clark Hoover School project includes the following members:

- | | |
|----------------------------------|---|
| • Funding Agency | Massachusetts School Building Authority |
| • Owner | Melrose Public Schools |
| • OPM | The Vertex Companies, LLC |
| • Designer | Tighe & Bond, Inc. |
| • Cost Estimating | Ellana Construction Consultants. |
| • Hazardous Materials Assessment | Tighe & Bond, Inc. |
| • Code Review | Tighe & Bond, Inc. |
| • Structural/Construction Admin | Frawley Engineering, P.C. |

1.2 Existing Conditions

1.2.1 Roof

The existing thermoplastic polyolefin (TPO) membrane roof system does not appear to be original to the original building constructed in 1949. The addition constructed in 1955 also consists of a TPO membrane roof system. Based on documents provided by the District, the original roof on the portion of the building constructed in 1949 consisted of 5 ply coal tar pitch and gravel over 2.5" insulation on a steel roof deck. The original roof on the portion of the building constructed in 1955 consisted of a bonded membrane roof over 2.5" insulation on a steel deck. Based on recent site visits and field investigation, the entire roof area currently consists of a fully-adhered TPO membrane roofing system, with 3" rigid insulation and tar paper underlayment.

There is significant evidence of water damage inside the building from roof leaks and numerous deficiencies in the roofing membrane. The roof does not provide adequate thermal performance and drainage. Based on the site observations and investigation, the existing roofing system and majority of associated appurtenances appear to be in poor condition and are beyond their useful life.



**Photo 1: Existing Roof over
1949 Building**



**Photo 2: Existing Roof over
1955 Addition**

1.2.2 Plumbing

There are existing roof drains that are tied into the storm drainage system in the building. The drains appear to be in working order, however some are rusted and in poor condition.

Plumbing vents penetrate the roof in multiple locations to provide pressure relief for the school's sanitary piping system. The vent piping is in good condition with expected rust on the pipe interior.



Photo 3: Existing Roof Drains

1.2.3 HVAC

There are four exhaust fans (EFs) installed on the existing roof. Most of the existing fans' nametags are unreadable, therefore the age of the fans can't be determined. The fans appear to be in good condition and should be retained.



**Photo 4: Exhaust Fan
on 1949 Roof**



**Photo 5: Equipment and Chimney
on 1955 Building Addition**

1.2.4 Electrical

The existing electrical items on the roof are limited to electrical connections to any HVAC equipment requiring electrical power. It is assumed that each HVAC fan has an integral or equipment-mounted disconnect.

1.3 Recommended Solutions

1.3.1 Roof Replacement

Replacement of the existing roof system at the Horace Mann School is recommended for improving thermal performance, roof drainage, overall energy efficiency of the building, and remedying numerous roof leaks. The following items below outline the proposed scope of work for the project, including demolition. Schematic Design plans with additional detail are included in Appendix B.

Roof Demolition will include:

- Removal of the existing TPO membrane roofing system
- Removal of the existing rigid insulation and fiberboard
- Removal of the existing access hatch
- Repair of the steel roof deck as needed
- Removal and storage of existing HVAC equipment
- Removal of existing fascia, damaged curbing, blocking, and flashing

Proposed Roof Improvements will include:

- Repair of any damaged or compromised steel roof decking discovered during demolition
- Installation of a fully-adhered EPDM roofing system. The new roofing system will include, from bottom to top:
 - Fiberglass-reinforced gypsum sheathing cover board
 - Base sheet/ combination air and vapor barrier
 - New polyisocyanurate rigid insulation. The new insulation will meet MSBA Accelerated Repair Program Requirements, including the stretch energy code. Insulation thickness will provide a minimum R-value of 30. Tapered insulation will be installed to provide a positive pitch toward roof drains.
 - ½" coverboard installed over the insulation
 - Fully-adhered EPDM roofing membrane
- Installation of new curbing, flashing, blocking, metal fascia, and roof drains
- Installation of new access hatches, ladders, and protective guardrails

1.3.2 Plumbing Systems

Plumbing Demolition will include:

- Removal of all existing roof drains. Existing rain leaders within building will be cut and capped away from the drain body and prepared for reconnection.

Proposed Plumbing Improvements will include:

- Installation of new roof drains and associated piping. All new roof drains will be replaced in kind.
- Installation of 1" thick insulation on drain bodies and new drainage piping.
- Inspection of existing drainage piping, including snaking the pipes to check for clogs and jetting the pipes should there be any clogs present.

- Extension of vent piping as required to maintain clearance above roof of 18-24".

1.3.3 HVAC Systems

HVAC Demolition will include:

- Disconnection, removal, and storage of all exhaust fans
- Removal and disposal of roof curbs on original building's roof.
- Prior to unit removal, exhaust fans will be tested and airflows recorded for final balancing efforts.
- Installation of temporary caps for all ductwork.
- Installation of temporary caps over curbs on newer building's roof.

HVAC Improvements will include:

- Installing new curbs for exhaust fans on older roof; including new transition curbs as required for fan connection to the existing roof opening.
- Repairing curbs and/or blocking with minor damage and extending existing curbs as required. Provision of adapter curbs as required for fan re-installation
- Reinstallation of retained exhaust fans
- Reconnecting and sealing units to existing ductwork.
- Reconnecting units to existing controls.
- Re-testing and balancing systems to match pre-existing airflows.

1.3.4 Electrical Systems

The proposed electrical work will include:

- Disconnecting and making safe all existing electrical devices with connections to mechanical equipment. Once the existing equipment is placed back in its permanent location after roofing, the electrical connections will be re-energized. For any equipment that has moved, the existing conduit and wires will be extended as required.

1.4 ARP Sustainability Requirements

MSBA's ARP requires use of the Stretch Energy Code (780 CMR – Appendix AA and 2015 IECC) as the basis of design for ARP projects for roof replacement. Below is a table comparison of the required code values for the relevant project items and the values for the proposed assemblies. The proposed solutions and items for the Herbert Clark Hoover School meet or exceed the ARP sustainability requirements.

Roofs	Maximum U-Value (Btu/hr·ft ² ·°F)	Minimum R-Value (°F·ft ² ·hr/Btu)
Required	0.032	30
Proposed	0.032	30

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Horace Mann School Repairs Project

Building Code Analysis

This analysis summarizes codes requirements applicable to the project scope for the Horace Mann School Repairs Project. This summary includes general code information applicable to the overall project and more specific requirements related to roof replacement activities.

Applicable codes for this project include:

- International Building Code 2015 (IBC)
- International Existing Building Code 2015 (IEBC)
- International Energy Conservation Code 2018 (IECC)
- 248 CMR 10.00 Uniform State Plumbing Code (2017)
- Commonwealth of Massachusetts State Building Code, Ninth edition 780 CMR (including amendments to the IBC, IECC and IEBC)
- Massachusetts Stretch Energy Code 780 Appendix AA
- Architectural Access Board Regulations 521 CMR (AAB)
- American Society of Civil Engineers – Minimum Design Loads for Buildings and Other Structures (ASCE 7-05)
- National Electrical Code NFPA 70

Section 1 – General Code

Use and Occupancy Classification (305 IBC 2015 & 780 CMR)

- Educational (E)
 - Due to the anticipated scope of work, roof replacement, Level 1 alterations of the IEBC will be triggered. Level 1 alterations encompass the removal and replacement of materials that serve the same purpose. Any new elements must comply with the requirements for new construction.

Types of Construction (602 IBC 2015 & 780 CMR)

- Type III Construction – Construction is that type of construction in which the exterior walls are of noncombustible materials and the interior building elements are of any material permitted by this code. Fire-retardant-treated wood framing complying with Section 2303.2 shall be permitted within exterior wall assemblies of a 2-hour rating or less.

Alterations Level 1 (503 IEBC 2015 & 780 CMR)

- Removal and replacement or the covering of existing materials, elements, or fixtures using new materials, elements, equipment, or fixtures that serve the same purpose.

Material and Methods (702.6 & Chapter 8 IEBC 2015 & 780 CMR)

- All new work shall comply with materials and methods requirements in the IBC, IEBC, IECC, IMC, and MSPC, as applicable that specify material standards, details of installation and connection, joints, penetrations, and continuity of any element, component, or system in the building.

Section 2 – Requirements Applicable to Roof Replacement Work**Building Envelope Requirements (IECC 2015, Table C402.3)**

- Roof Maximum U-Factors
 - Insulation entirely above deck – U-0.032
- Roof Minimum R-Values
 - Insulation entirely above deck – R-30ci

Massachusetts State Building Code (780 CMR Amendments)

- Dead loads on an existing roof may not increase by more than 5% due to a re-roofing project.
- If the additional dead loads exceed 5%, the structure must conform to current snow load requirements.
- Since a similar EPDM roofing system (and ballast in some locations) is being removed from the roof prior to roof replacement, the new built-up roof is not anticipated to increase the dead load on the roof by more than 5%.

Code of Federal Regulations Title 29 (29 CFR)

- Holes – each employee on walking/working surfaces shall be protected from falling through holes more than 6 feet above lower levels, by personal fall-arrest systems, covers, or guardrail systems erected around such holes.

Uniform State Plumbing Code 248 CMR 10.00

- Storm Drain leaders are sized based on roof area served. The original roof area and the addition roof area are 9900sqft and 3600sqft respectively and include three (3) 4" roof drains each. A 4" roof drain can capture storm water from 4600sqft of roof area per 248 CMR 10.0. The roof drain sizes installed suffice for the school's roof. The new roof drains will use the same outlet size as the existing ones.

Section 4 – Accessibility Requirements**Existing Building (3.3 MAAB 521 CMR)**

- Requirements for an accessible entry, toilet, drinking fountain, and telephone (if pay phones are provided) will be triggered based on the estimated cost of the project. A proponent is required to provide these items if the cost of a renovation project exceeds \$500,000.

- If the work costs less than \$100,000, then only the work being performed is required to comply with 521 CMR.
- Exception: Whether performed alone or in combination with each other, the following types of alterations are not subject to 521 CMR 3.3.1, unless the cost of work exceeds \$500,000 or unless work is being performed on the entrance or toilet room.
 - Curb cuts
 - Alteration work which is limited solely to electrical mechanical, or plumbing systems; to abatement of hazardous materials; or retrofit of automatic sprinklers and does not involve the alteration of any elements or spaces required to be accessible under 521 CMR. Where electrical outlets and controls are altered, they must comply with 521 CMR
 - Roof repair or replacement, window repair or replacement, repointing and masonry repair work
 - Work related to septic system repairs, site utilities and landscaping.
- If the cost of the project, and any additional renovations completed within 36 months of the project, exceeds 30% +of the full and fair cash value of the building, the entire building must be upgraded as required to meet 521 CMR requirements.
- The building currently complies with ADA/AAB requirements and accessibility upgrades will not be required as part of this project.

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HORACE MANN ELEMENTARY SCHOOL

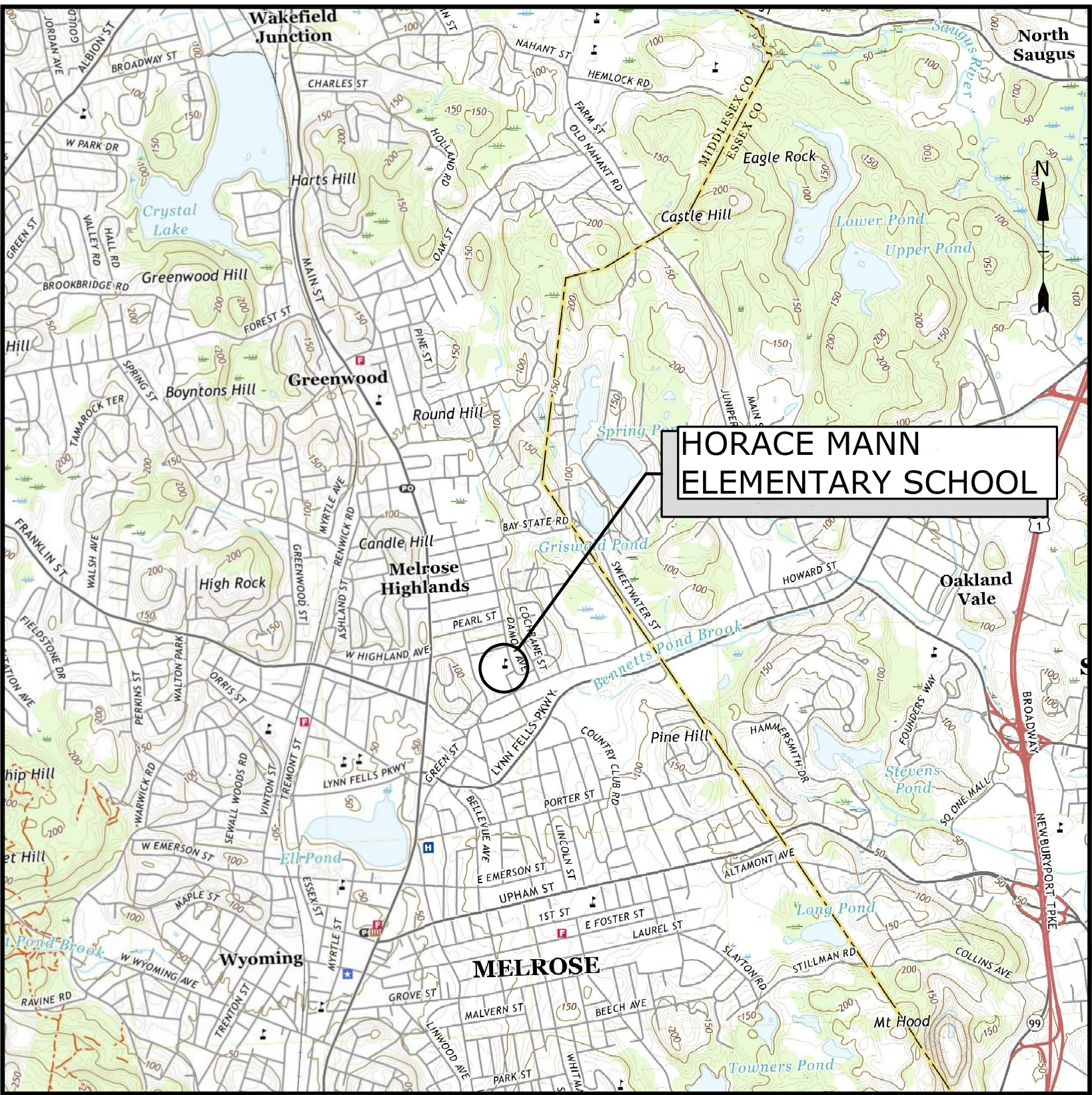
MSBA ACCELERATED REPAIR PROGRAM

ROOF REPLACEMENT PROJECT

MELROSE, MASSACHUSETTS

JUNE 2022

LIST OF DRAWINGS	
	COVER
G-001	ROOF PHOTOGRAPHS
AD-101	ROOF DEMOLITION PLAN
A-101	ROOF REPLACEMENT PLAN
A-501	ROOF DETAILS - 1
A-502	ROOF DETAILS - 2
P-101	PLUMBING ROOF PLAN
H-101	HVAC ROOF PLAN
E-101	ELECTRICAL ROOF PLAN



LOCATION MAP
SCALE: 1" = 2000'

PROJECT TEAM:

OWNER
CITY OF MELROSE
562 MAIN STREET
MELROSE, MA 02176

OWNER'S PROJECT MANAGER
THE VERTEX COMPANIES, INC.
400 LIBBEY PARKWAY
WEYMOUTH, MA 02189

COST ESTIMATING
ELLANA, INC.
98 NORTH WASHINGTON STREET
SUITE 109
BOSTON, MA 02114

FUNDING
MASSACHUSETTS SCHOOL
BUILDING AUTHORITY
40 BROAD STREET, SUITE 500
BOSTON, MA 02109

ENGINEER
TIGHE & BOND
DESIGNER SERVICES, INC.
53 SOUTHAMPTON ROAD
WESTFIELD, MA 01085

PREPARED BY:
Tighe&Bond

SCHEMATIC DESIGN
NOT FOR CONSTRUCTION
COMPLETE SET 9 SHEETS

SCHEMATIC DESIGN
NOT FOR CONSTRUCTION

Horace Mann
Elementary
School Roof
Replacement
Project

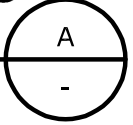
City Of Melrose

Melrose,
Massachusetts

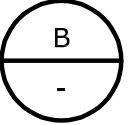
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MARK	DATE	DESCRIPTION
PROJECT NO: M1215-026		
DATE: 06/20/2022		
FILE: M1215-026-HORACE MANN - G-001.dwg		
DRAWN BY: AH		
CHECKED: MPW		
APPROVED: FJH, JPV		
ROOF PHOTOGRAPHS		
SCALE:		AS SHOWN
G-001		



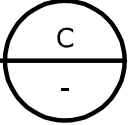
EXISTING ROOF OVER 1949
BUILDING
NO SCALE



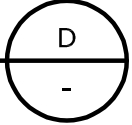
EXISTING ROOF OVER 1949
BUILDING
NO SCALE



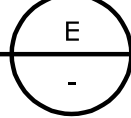
EXISTING EXHAUST FAN
NO SCALE



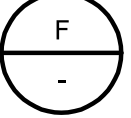
EXISTING VENT PENETRATIONS
NO SCALE



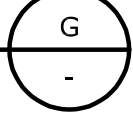
EXPANSION JOINT BETWEEN ORIGINAL
BUILDING AND 1955 ADDITION
NO SCALE



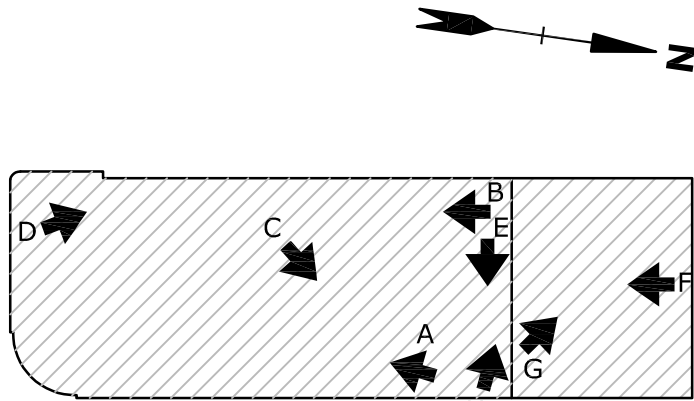
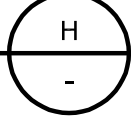
CHIMNEY AND EQUIPMENT ON
1955 ADDITION
NO SCALE



ROOF DRAINS ON 1955
ADDITION
NO SCALE



EXISTING CHIMNEY
NO SCALE



HORACE MANN KEYPLAN
NO SCALE

LEGEND:

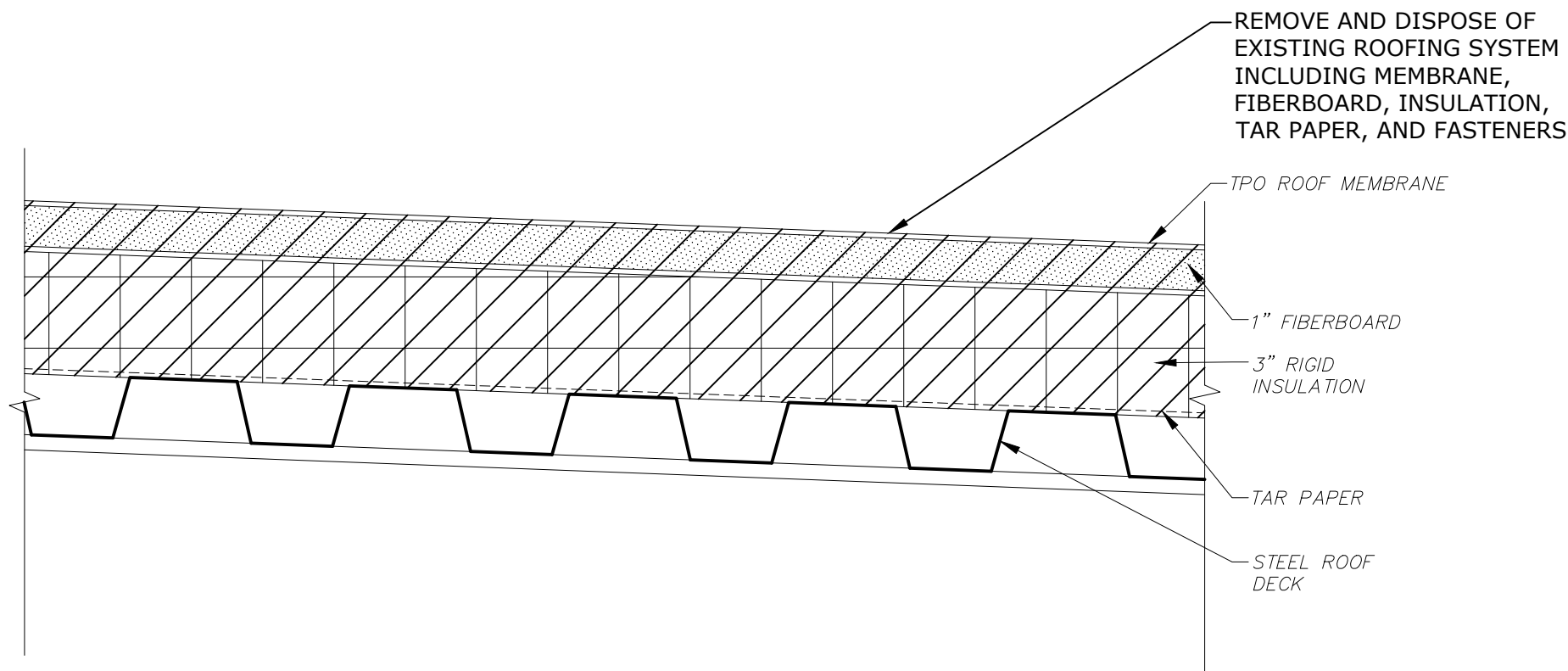
← A PHOTOGRAPH LOCATION

Horace Mann Elementary School Roof Replacement Project

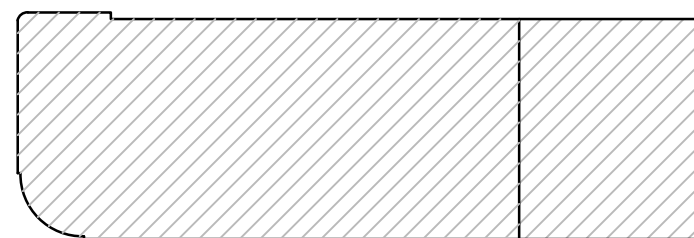
Melrose,
Massachusetts

ROOF DEMOLITION PLAN

AD-101



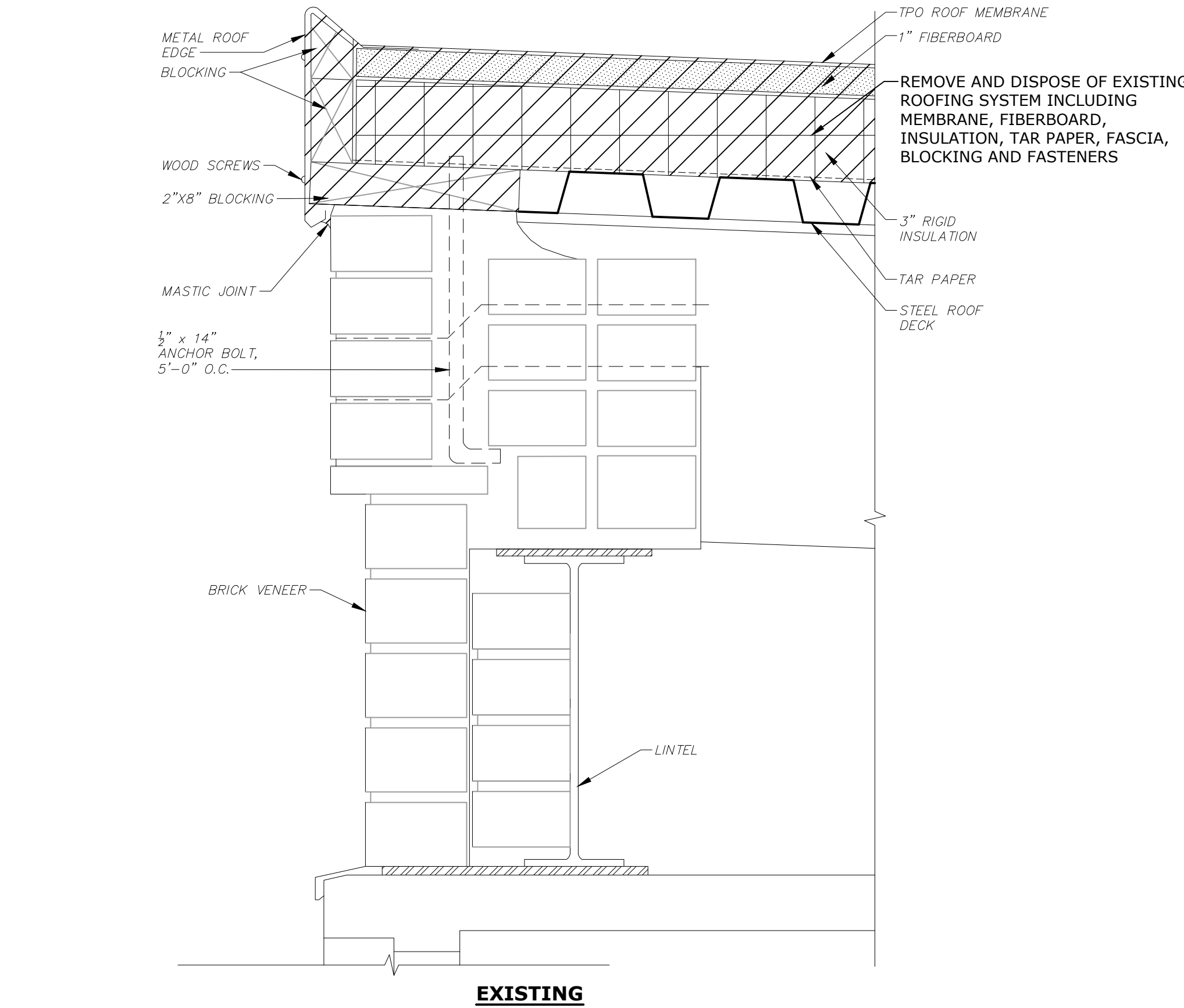
DETAIL	1
3" = 1'-0"	-



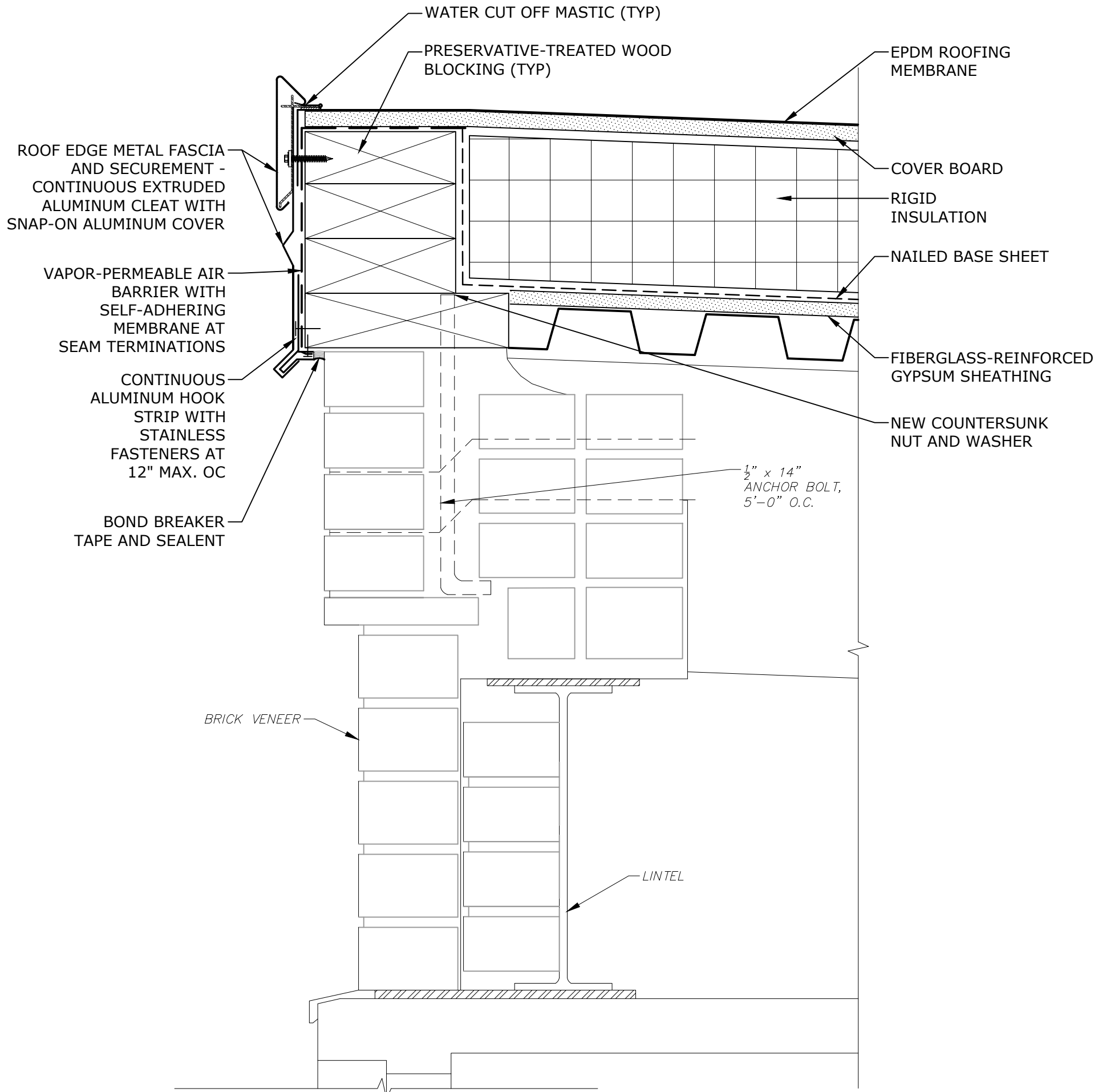
	ROOF DRAIN		EXISTING GOOSENECK (INTAKE OR EXHAUST)
	EXISTING VENT PIPE PENETRATION		EXISTING EXHAUST CAP OR AIR INTAKE
	EXISTING ROOFTOP EXHAUST FAN/DUCT WITH CURB		EXISTING CAPPED CURB
	EXISTING ROOFTOP EQUIPMENT ON SLEEPERS		EXISTING INSULATION THICKNESS TEST CUT
— G —	GAS PIPE ON PIPE SUPPORT	---	EXISTING CANOPY LINE
		---	EXISTING ROOF SLOPE LINE
			ITEM TO BE REMOVED/DEMOLISHED

1. REMOVE AND DISPOSE OF ALL EXISTING HVAC EQUIPMENT CURBS.
2. SEE SHEET H-101 FOR HVAC EQUIPMENT REQUIREMENTS.

Last Saved: 6/27/2022
Plotted On: Jun 27, 2022 2:20pm By: ABS
Tighe & Bond 23\MM1215\026\Melrose Drawings Figures\AutoCAD\Horace Mann School\Sheet\M1215-026-HORACE MANN - A-501.dwg



EXISTING



PROPOSED

ROOF EDGE DETAIL

3"=1'-0"

1
-

SCHEMATIC DESIGN
NOT FOR CONSTRUCTION

Horace Mann
Elementary
School Roof
Replacement
Project

City Of Melrose

Melrose,
Massachusetts

A	06/20/2022	SCHEMATIC DESIGN
MARK	DATE	DESCRIPTION
PROJECT NO:		M1215-026
DATE:		06/20/2022
FILE:		M1215-026-HORACE MANN - A-501.dwg
DRAWN BY:		AH
CHECKED:		MPW
APPROVED:		JPV

ROOF DETAILS - 1

SCALE: AS SHOWN

A-501

SCHEMATIC DESIGN
NOT FOR CONSTRUCTION

Horace Mann
Elementary
School Roof
Replacement
Project

City Of Melrose

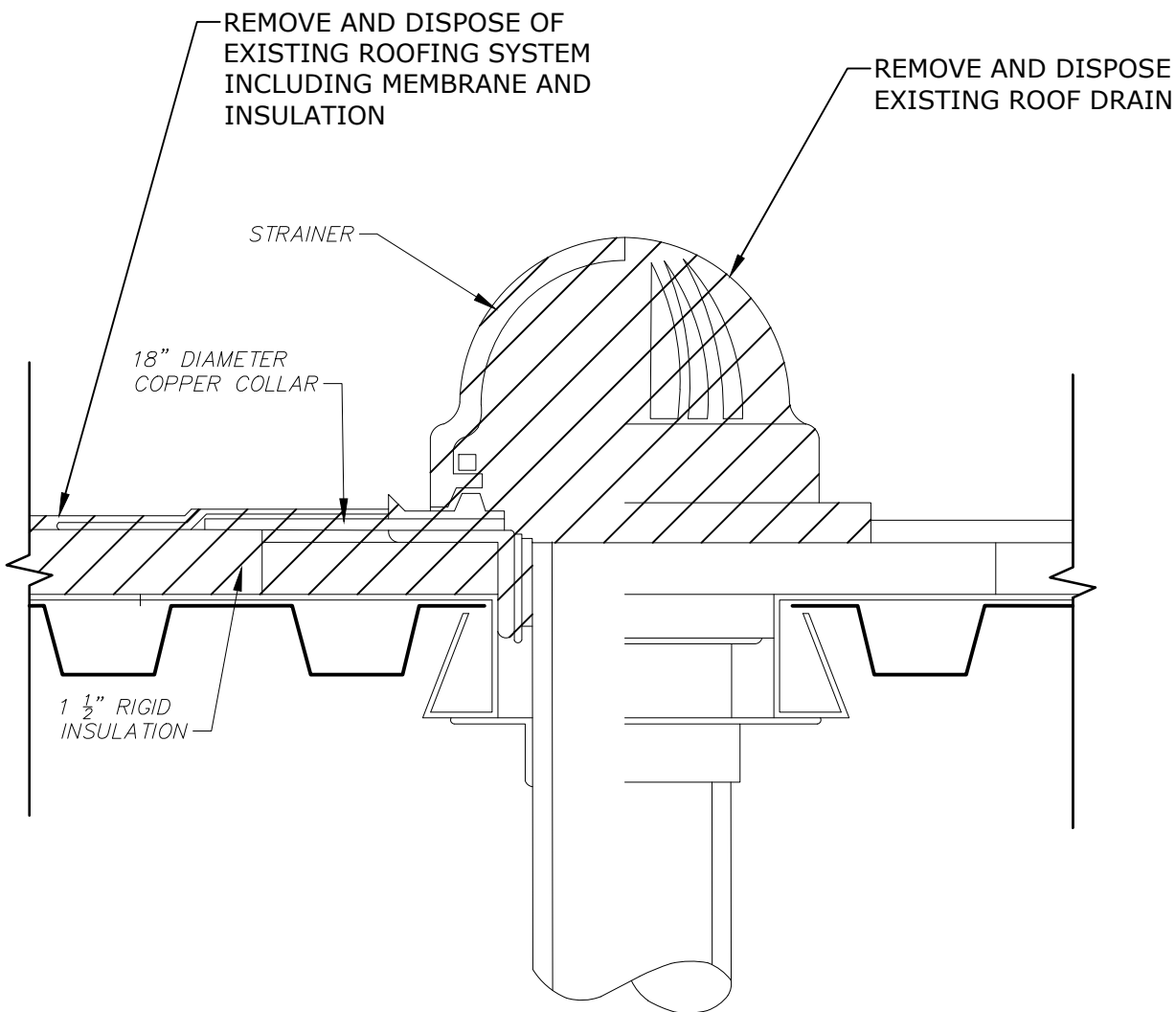
Melrose,
Massachusetts

A	06/20/2022	SCHEMATIC DESIGN
MARK	DATE	DESCRIPTION
PROJECT NO: M1215-026		
DATE: 06/20/2022		
FILE: M1215-026-HORACE MANN - A-501.dwg		
DRAWN BY: AH		
CHECKED: MPW		
APPROVED: JPV		

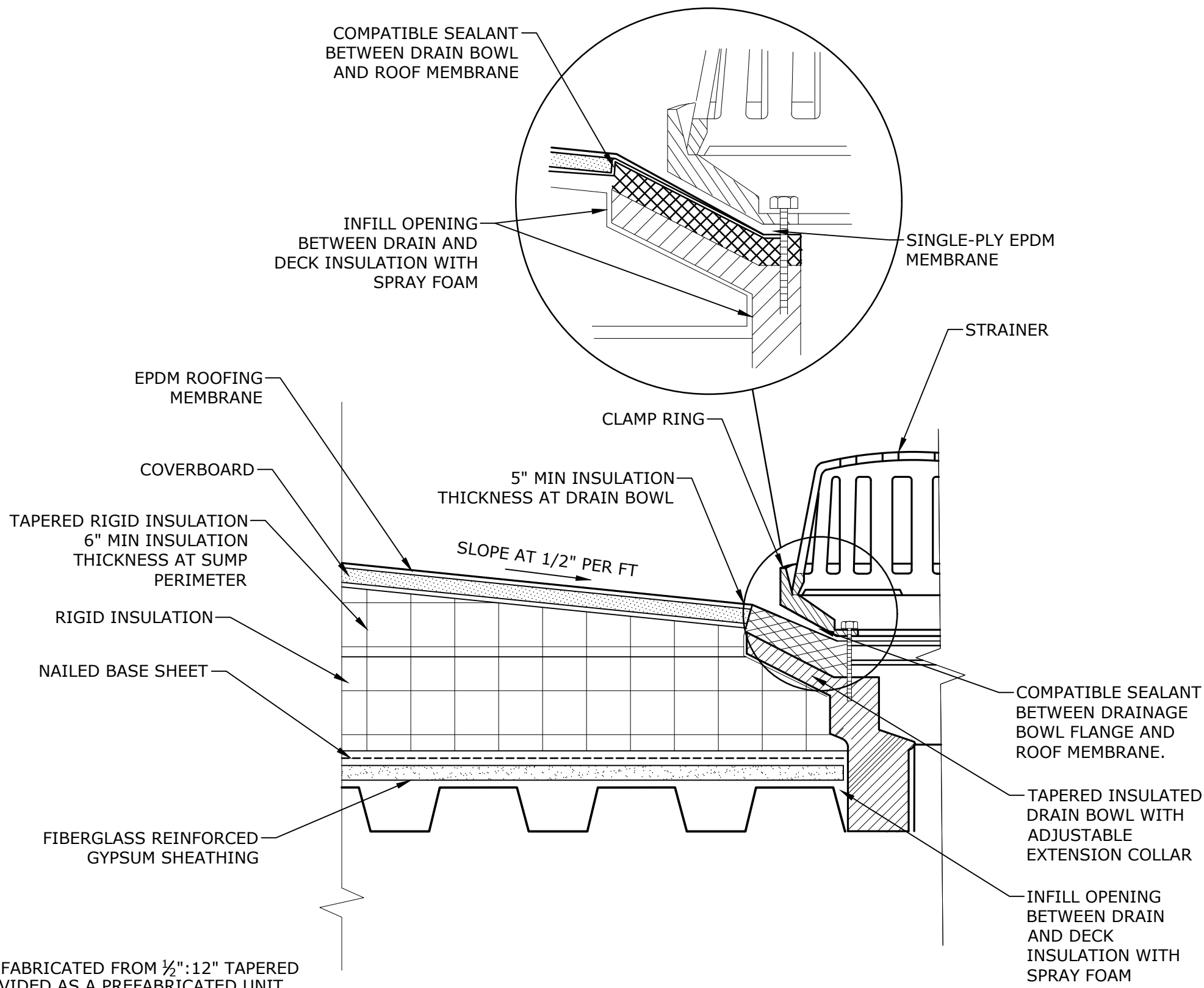
ROOF DETAILS - 2

SCALE: AS SHOWN

A-502



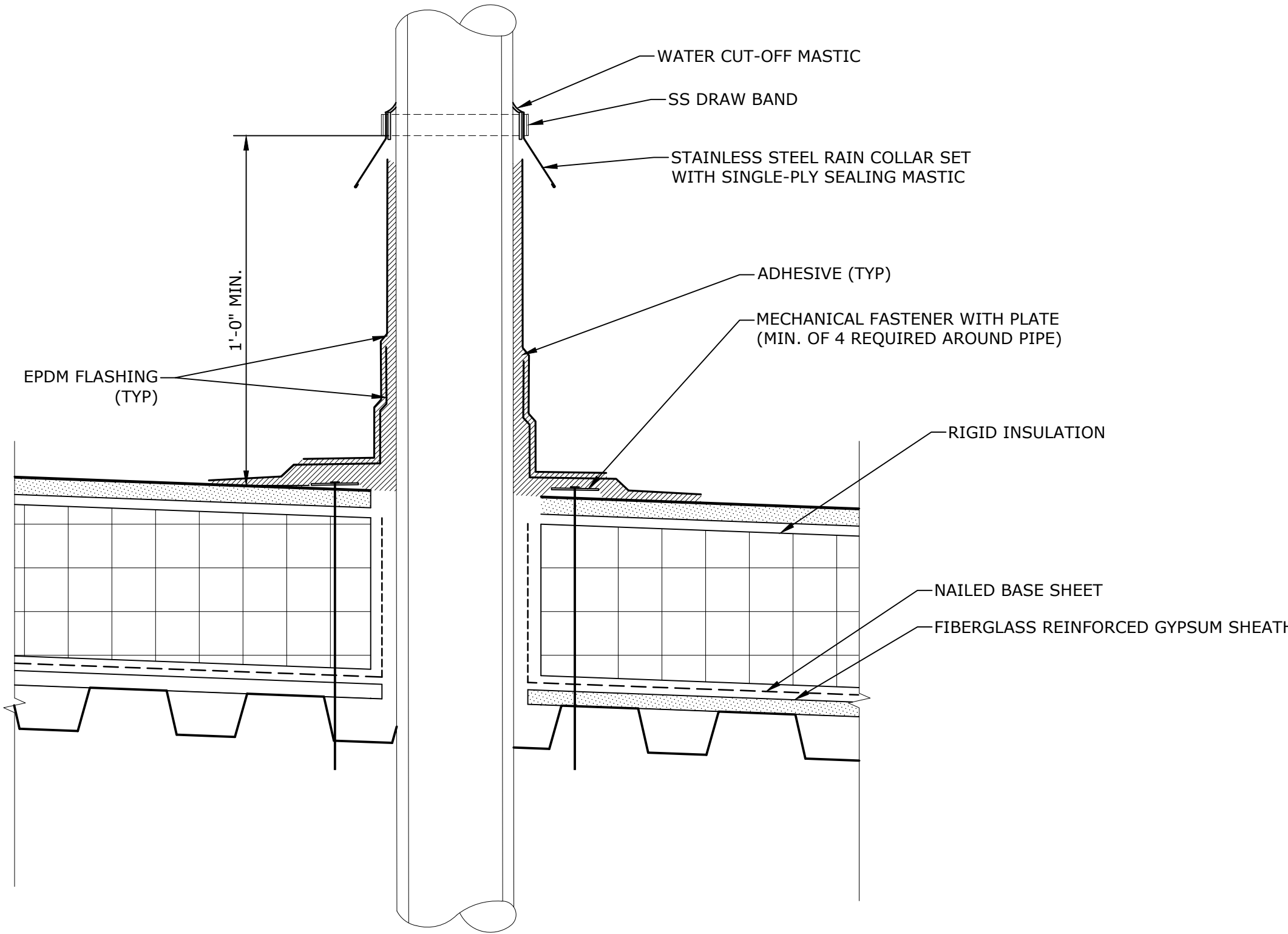
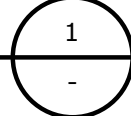
EXISTING



PROPOSED

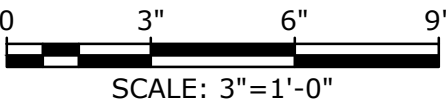
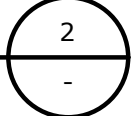
ROOF DRAIN DETAIL

3"=1'-0"



VENT STACK DETAIL

3"=1'-0"



SCALE: 3"=1'-0"

NOTES

1. SUMP MAY BE FIELD-FABRICATED FROM ½":12" TAPERED INSULATION OR PROVIDED AS A PREFABRICATED UNIT.

SCHEMATIC DESIGN
NOT FOR CONSTRUCTION

Horace Mann
Elementary
School Roof
Replacement
Project

City Of Melrose

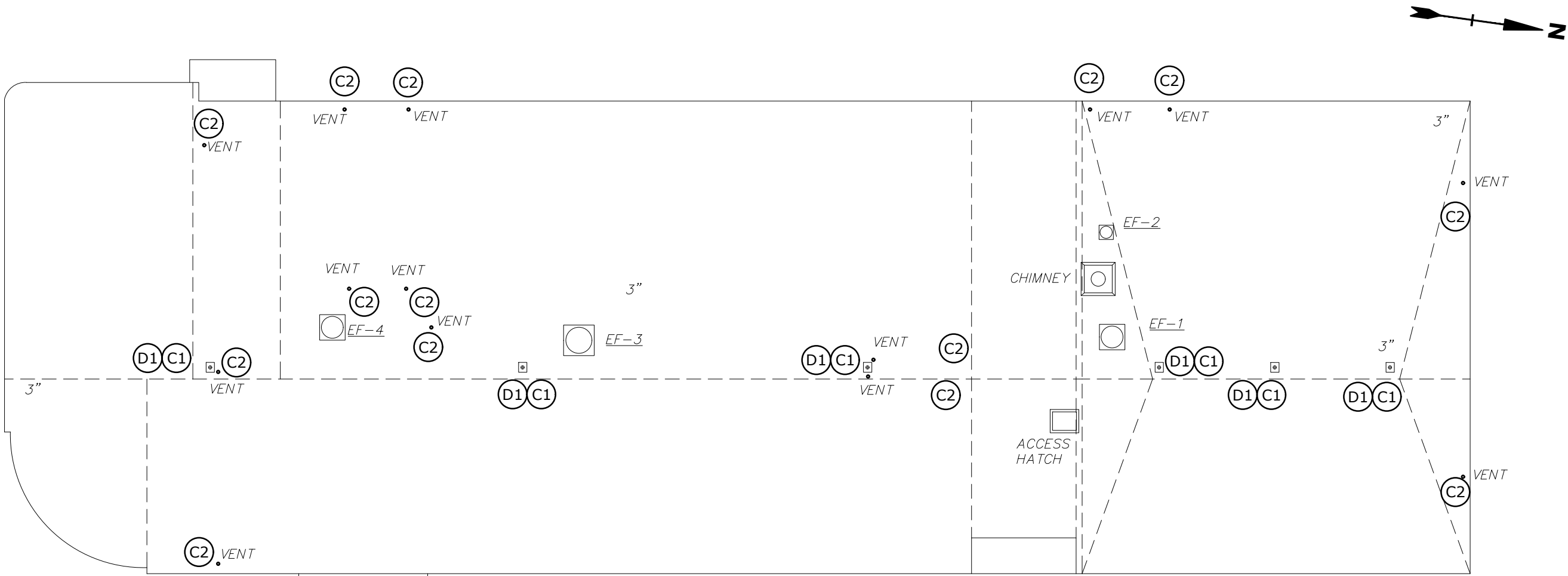
Melrose,
Massachusetts

A	06/20/2022	SCHEMATIC DESIGN
MARK	DATE	DESCRIPTION
PROJECT NO: M1215-026		
DATE: 06/20/2022		
FILE: M1215-026-HORACE MANN - P-101.dwg		
DRAWN BY: PL, JM		
CHECKED: MPW		
APPROVED: FJH, JPV		

PLUMBING ROOF PLAN

SCALE: AS SHOWN

P-101



PLUMBING ROOF DEMOLITION PLAN
1/16" = 1'-0"

- LEGEND
- ACCESS HATCH
 - ROOF DRAIN
 - VENT PIPE PENETRATION

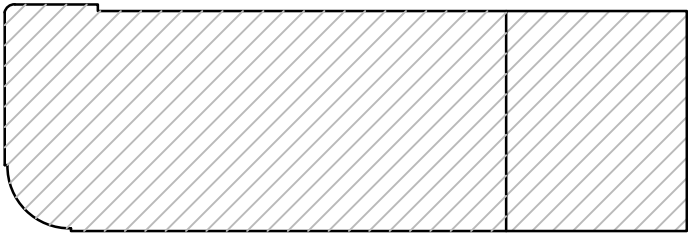
DEMOLITION KEY NOTES:

D1 REMOVE EXISTING ROOF DRAINS. CUT AND CAP EXISTING DRAIN PIPING AWAY FROM DRAIN BODY WITHIN BUILDING. PREPARE FOR FUTURE CONNECTION. COORDINATE EXTENT OF DEMOLITION W/ ROOFING CONTRACTOR TO CONFIRM ADEQUATE CLEARANCE FOR NEW ROOFING INSTALLATION IS PROVIDED.

CONSTRUCTION KEY NOTES:

C1 NEW ROOF DRAIN. DRAIN TO MATCH OUTLET SIZE OF 4". CONNECT NEW PIPE TO EXISTING STORM DRAINAGE SYSTEM WITHIN THE BUILDING. INSULATE RD SUMP AND NEW SECTION OF STORM DRAIN PIPING WITH 1-INCH FIBERGLASS INSULATION WITH ASJ. INSULATION THERMAL CONDUCTIVITY TO BE 0.21-0.27 BTU-IN/(h-ft²-°F). VERIFY TIE-IN LOCATION IN FIELD. COORDINATE WITH ROOFING CONTRACTOR AND GC.

C2 CONFIRM VENT SIZE IN FIELD. EXTEND VENT PIPE WITH SAME SIZE TO TERMINATE 24" ABOVE NEW ROOF.



HORACE MANN KEYPLAN
NO SCALE

0 8' 16' 32'
SCALE: 1/16"=1'-0"

SCHEMATIC DESIGN
NOT FOR CONSTRUCTION

Horace Mann
Elementary
School Roof
Replacement
Project

City Of Melrose

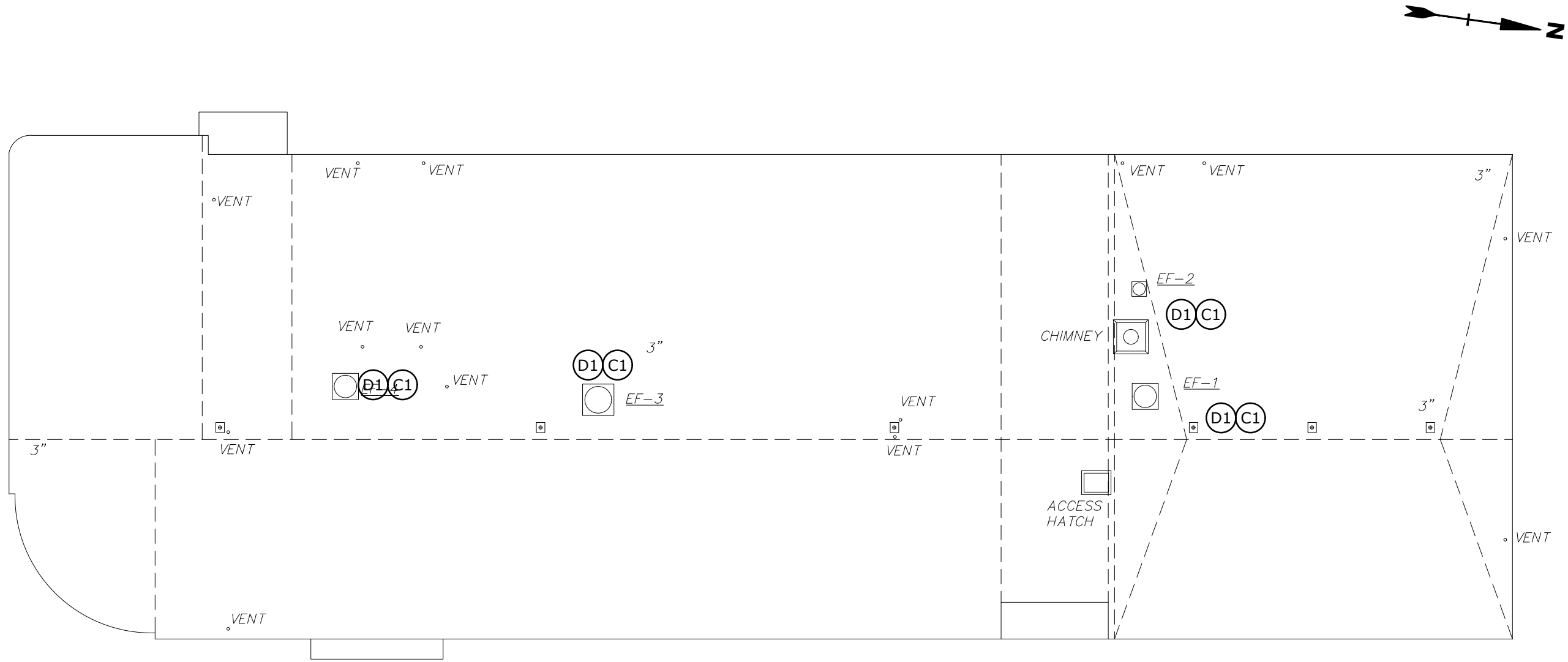
Melrose,
Massachusetts

A	06/20/2022	SCHEMATIC DESIGN
MARK	DATE	DESCRIPTION
PROJECT NO: M1215-026		
DATE: 06/20/2022		
FILE: M1215-026-HORACE MANN - H-101.dwg		
DRAWN BY: PL, JM		
CHECKED: MPW		
APPROVED: FJH, JPV		

HVAC ROOF PLAN

SCALE: AS SHOWN

H-101



LEGEND

- ACCESS HATCH
- EXHAUST FAN

GENERAL NOTES

- VERIFY ALL EXISTING CONDITIONS AND DIMENSIONS PRIOR TO COMMENCEMENT OF WORK. COORDINATE ALL WORK WITH OTHER TRADES.
- THE DRAWINGS ARE DIAGRAMMATIC AND INDICATE THE GENERAL ARRANGEMENT OF SYSTEMS AND WORK INCLUDED IN THE CONTRACT.
- INSTALL EQUIPMENT AND SUPPORTS IN ACCORDANCE WITH ALL RELEVANT BUILDING CODES.
- FIELD VERIFY QUANTITY OF MECHANICAL EQUIPMENT, AND SUPPORTS TO BE REMOVED.
- PERFORM PRE-BALANCE TESTING OF ALL EXHAUST FANS PRIOR TO UNIT REMOVAL, RECORD AIRFLOWS FOR FINAL BALANCING EFFORTS. PROVIDE REPORT TO ENGINEER.
- PROVIDE TEMPORARY CAPS FOR ALL DUCTWORK. NO DUCTWORK SHALL REMAIN OPEN AT ANY TIME.
- DURING DEMOLITION, CONTROL WIRING IS TO BE DISCONNECTED AND PROTECTED FOR FUTURE USES/RECONNECTION.
- ALL MATERIALS, METHODS AND EQUIPMENT INSTALLED MUST BE IN COMPLIANCE WITH PROJECT SPECIFICATIONS AND APPLICABLE CODES.

GENERAL DEMOLITION NOTES

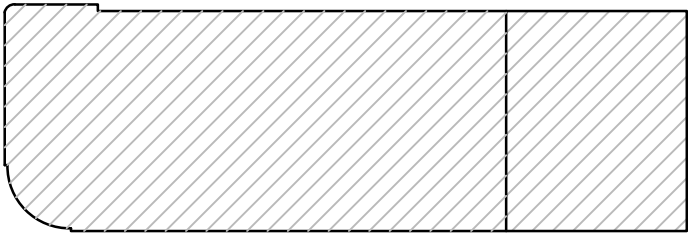
- IT IS NOT THE INTENT OF THESE DOCUMENTS TO SHOW EVERY DEVICE, APPURTENANCE, PIPE, WIRE, OR CONDUIT TO BE REMOVED. HVAC EQUIPMENT, UNITS, AND SYSTEMS NOT BEING REUSED SHALL BE REMOVED IN THEIR ENTIRETY INCLUDING ASSOCIATED SUPPORTS.
- PROPERLY DISPOSE OF DEMOLISHED EQUIPMENT IN COMPLIANCE WITH CODES, REGULATIONS, AND DEP STANDARDS. INVENTORY, SALVAGE AND TURN OVER OR DISPOSE OF EQUIPMENT AT DIRECTION OF OWNER.
- ALL EXISTING SYSTEMS SHALL BE MADE FULLY OPERATIONAL, INCLUDING RECONNECTION TO SERVICES AND DUCTWORK.
- EXISTING EQUIPMENT TO BE REMOVED AND RE-INSTALLED SHALL BE FIELD VERIFIED FOR QUANTITY AND CONDITION. KEEP AN ACCURATE RECORD OF STORED EQUIPMENT INCLUDING CONDITION.
- SYSTEMS REQUIRED TO REMAIN IN OPERATION DURING DEMOLITION SHALL BE CAREFULLY PROTECTED FROM DAMAGE AND CONTAMINATION BY THE CONSTRUCTION PROCESS.

DRAWING DEMOLITION NOTES:

- (D1) DISCONNECT, REMOVE, AND STORE EXHAUST FAN. PROVIDE TEMPORARY CAP OVER DUCT OPENING. DEMOLISH ROOF CURB. MEASURE AIRFLOW OF FAN PRIOR TO UNIT REMOVAL.

DRAWING CONSTRUCTION NOTES:

- (C1) VERIFY ROOF OPENING AND FAN CURB-CAP DIMENSIONS. FURNISH NEW ROOF CURB WITH TRANSITION TO FAN AS REQUIRED (INSTALLED BY GC). CURB TO BE INSULATED AND A MINIMUM 12" ABOVE NEW ROOF. RE-INSTALL REMOVED FAN ON CURB, RECONNECT AND SEAL TO EXISTING DUCTWORK. CONNECT FAN TO EXISTING CONTROLS.



HORACE MANN KEYPLAN
NO SCALE

0 8' 16' 32'
SCALE: 1/16"=1'-0"

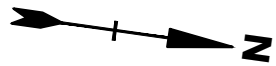
SCHEMATIC DESIGN
NOT FOR CONSTRUCTION

Horace Mann
Elementary
School Roof
Replacement
Project

City Of Melrose

Melrose,
Massachusetts

A	06/20/2022	SCHEMATIC DESIGN
MARK	DATE	DESCRIPTION
PROJECT NO: M1215-026		
DATE: 06/20/2022		
FILE: M1215-026-HORACE MANN - E-101.dwg		
DRAWN BY: AH		
CHECKED: MPW		
APPROVED: FJH, JPV		
ELECTRICAL ROOF PLAN		
SCALE:		AS SHOWN
E-101		



GENERAL NOTES:

- DISCONNECT AND MAKE SAFE THE EXISTING MECHANICAL EQUIPMENT FOR REMOVAL BY HVAC CONTRACTOR. THE EXISTING FEEDER SHALL BE DE-ENERGIZED AND LOCKED OUT FOR THE DURATION OF THE NEW ROOF WORK. RECONNECT EXISTING FEEDER TO EXISTING MECHANICAL EQUIPMENT UPON THE RE-INSTALLATION BY HVAC CONTRACTOR. MODIFY AND EXTEND CONDUIT AND WIRE AS REQUIRED.
- ALL CONDUIT RUNS ACROSS ROOF SHALL BE REMOVED AND REINSTALLED UPON COMPLETION OF ROOF UNLESS CONDUITS AND WIRE HAVE BEEN ABANDONED IN WHICH CASE THEY SHALL BE REMOVED PERMANENTLY. ELECTRICAL CONTRACTOR SHALL FIELD VERIFY ALL EXISTING CIRCUITING TO ROOF TOP EQUIPMENT.
- COORDINATE ALL DEVICE LOCATIONS WITH GC AND/OR OWNER PRIOR TO COMMENCEMENT OF WORK.
- THE LOCATIONS OF EXISTING EQUIPMENT ARE APPROXIMATE. DETERMINE THE EXACT LOCATION OF STRUCTURES BEFORE COMMENCING WORK. BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGE WHICH MIGHT BE OCCASIONED BY FAILURE TO EXACTLY LOCATE AND PRESERVE ANY AND EQUIPMENT AND STRUCTURES.
- ALL PANELBOARDS SHOWN ARE LOCATED ON THE BASEMENT FLOOR.

DEMOLITION LEGEND

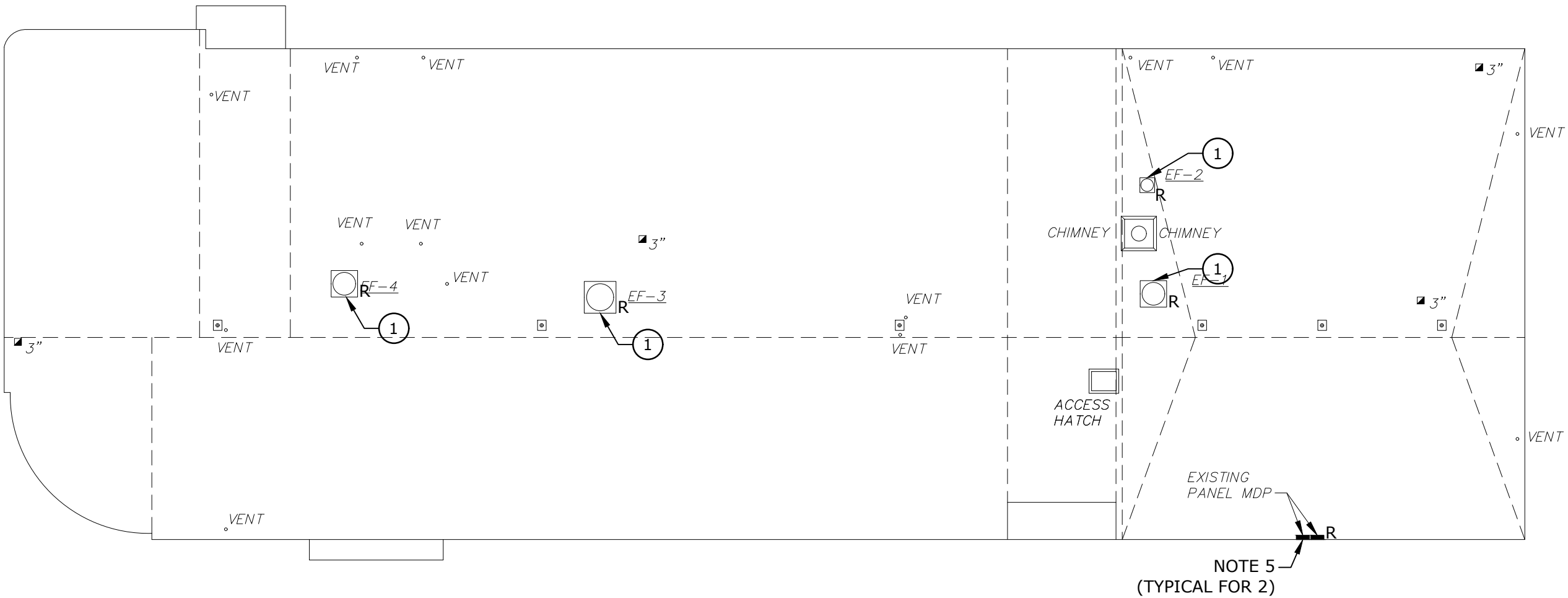
"R" EXISTING DEVICE TO REMAIN ACTIVE AS-IS. SEE GENERAL NOTES FOR ADDITIONAL INFORMATION.

POWER DISTRIBUTION EQUIPMENT

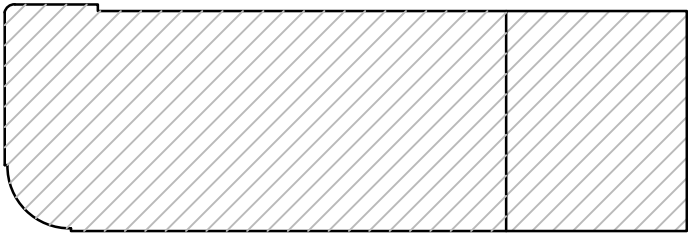
 PANELBOARD, SURFACE MOUNTED

ELECTRICAL KEY NOTES:

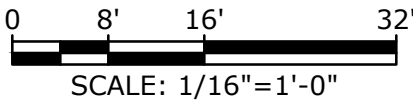
- DISCONNECT EXISTING EQUIPMENT. SECURE CONDUCTORS AND MAKE SAFE FOR ROOF INSTALLATION. LOCK OUT TAG OUT CIRCUIT AT LOCAL OVERCURRENT PROTECTION DEVICE. RECONNECT TO REINSTALLED EQUIPMENT. SEE GENERAL NOTE 1. REFER TO HVAC DRAWINGS FOR DETAILS.



ELECTRICAL ROOF PLAN
1/16" = 1'0"



HORACE MANN KEYPLAN
NO SCALE



**MSBA Accelerated Repair Program
Horace Mann Elementary School
Hoover Elementary School
Roof Replacement project
Melrose, MA**

**Schematic Design Estimate
June 27, 2022**

Tighe & Bond



198 North Washington St, #109, Boston MA 02114

Minutes Acceptance: Minutes of Jan 17, 2023 7:45 PM (Reading of the Minutes)



**MSBA Accelerated Repair Program
Roof Replacement project
Melrose, MA
Schematic Design Estimate
BASIS OF ESTIMATE**

6/27/2022

Roof Replacement project**DOCUMENTATION**

This estimate was prepared from the following information:

Schematic Design Drawings provided by Tighe & Bond design team, dated June 20, 2022

BASIS FOR PRICING

This estimate reflects the current construction value for the construction of this project and should not be construed as a prediction of a low bid. Prices are based on local prevailing wage construction costs at the time the estimate was prepared.

PROJECT OUTLINE

The project consists of roof replacement at Horace Mann Elementary School and Hoover Elementary School in Melrose, MA.

QUALIFICATIONS

Owner costs and fees are excluded

ITEMS NOT CONSIDERED IN THIS ESTIMATE

Items not included in this estimate are:

Overtime outside industry standard

Work outside normal hours of operation

Preconstruction fees

Utility Company Charges or Hook-up fees have been excluded

No permits or special fees have been included

Third party commissioning costs.

Owner supplied and/or installed items (e.g.. Draperies, furniture and equipment)

Loose Furniture and Equipment

Owner Supplied and Installed Furniture, Fixtures and Equipment

Relocation / move costs

Air Quality monitoring / Vibration monitoring

Loose technology equipment (i.e. Computers, Printers, Etc.)

The estimate assumes all long-lead items can be pre-purchased to meet schedule requirements.

The estimate is based on the premise that the design will meet all codes, laws, ordinances, rules, and regulations in effect at the time that the estimate was prepared. The estimate shall be adjusted should any discrepancies between design

and the aforementioned codes, laws or ordinances result in, or require, an increase in the Cost 'of the Work

Items identified in the design as Not In Contract (NIC)

Builder's Risk insurance, terrorist insurance and other Owner insurances



Roof Replacement project

June 27, 2022

Horace Mann Elementary School

Melrose, MA

Schematic Design Estimate

		13,450 GSF		
		Cost / SF		
02 Existing Conditions		212,272	15.78	26.8%
05 Metals		5,380	0.40	0.7%
06 Wood, Plastics, and Composites		16,656	1.24	2.1%
07 Thermal & Moisture Protection		475,936	35.39	60.1%
22 Plumbing		29,864	2.22	3.8%
23 HVAC		25,226	1.88	3.2%
26 Electrical		25,960	1.93	3.3%
TOTAL DIRECT COST		791,294	58.83	100%
Design Contingency	15.00%	118,694	8.82	
General Conditions and General Requirements	11.50%	104,649	7.78	
Permits and fees	excluded	-	-	
Contractor's OH&P	5.00%	45,499	3.38	
Escalation (midpoint 2Q 2023)	5.00%	53,007	3.94	
Construction Contingency	excluded	-	-	
TOTAL ESTIMATED CONSTRUCTION COST		1,113,143	82.76	

Minutes Acceptance: Minutes of Jan 17, 2023 7:45 PM (Reading of the Minutes)



**Roof Replacement project
Melrose, MA
Schematic Design Estimate**

6/27/2022

Horace Mann Elementary School

Division	Description	Quantity	Unit	Unit Price	Total	Subtotal Trades	Notes
1	02 Existing Conditions						
2	024100 <i>Selective Demolition</i>						
3	<i>Roof Demolition</i>						
4	Remove and disposed of existing roof - see Hazardous Materials Assessment	13,450	sf		Included		
5	Roof drain remove	2	ea		with plumbing		
6	Remove and dispose of access hatch	1	ea	450.00	450		
7	Existing insulation thickness test cut	4	ea	150.00	600		
8	Remove and dispose of all exiting exhaust fence curb and flashing	62	lf	18.00	1,116		
9	Remove and dispose of chimney flashing	22	lf	6.50	143		
10	Remove and dispose of vent flashing	16	ea	40.00	640		
11	Cutting and patching	1	ls	3,500.00	3,500		
12	Dispose, cart away	1	ls	400.00	400		
13	Temporary roof protection	13,450	sf	1.20	16,140		
14	Dust control	1	ls	4,708.00	4,708		
15	Allowance for overhead protection building entrance below.	150	sf	20.00	3,000		
16							
17	026000 <i>Hazardous Materials Assessment</i>						
18	ACM & PCB Abatement of roof	13,450	sf	13.50	181,575		
19							
20	Subtotal: Existing Conditions					\$ 212,272	
21							
22	05 Metals						
23	051000 <i>Structural Steel Framing</i>						
24	No work show in this section						
25	053000 <i>Metal Decking</i>						
26	Roof deck replacement at Roof B1 damaged areas, assumed 5% of roof area	673	sf	8.00	5,380		
27							
28	Subtotal: Metals					\$ 5,380	
29							
30							
31	06 Wood, Plastics, and Composites						
32	061600 <i>Rough Carpentry</i>						
33	Install new curbing for all HAVC equipment 12" above new roof	56	lf	48.00	2,688		
34	New 3x Pressure treated blocking at roof edge	538	lf	24.00	12,912		
35	Roof curb with two block between original building and 1955 addition	66	lf	16.00	1,056		
36							
37	Subtotal: Wood, Plastics, and Composites					\$ 16,656	
38							
39	07 Thermal & Moisture Protection						
40	075000 <i>Membrane Roofing</i>						
41	<i>New Construction</i>						
42	90 mil EDPM roofing system; 30 year warranty	13,450	sf	30.00	403,500		
43	Tapered crickets	4	ea	80.00	320		
44	New walkway pad, assumed 10% of roof area	1,345	sf	6.50	8,743		
45							

Minutes Acceptance: Minutes of Jan 17, 2023 7:45 PM (Reading of the Minutes)



**Roof Replacement project
Melrose, MA
Schematic Design Estimate**

6/27/2022

Horace Mann Elementary School

Division	Description	Quantity	Unit	Unit Price	Total	Subtotal Trades	Notes
46	076500 <i>Flashing and Sheet Metal</i>						
47	Roof edge metal fascia and securement, continuous extruded aluminum cleat, continuous aluminum hook strip with stainless fasteners	538	lf	49.00	26,362		
48	Snap-on aluminum cover	538	lf	38.00	20,444		
49	New flashing at HAVC equipment curbing	56	lf	14.00	784		
50	Stainless steel chimney flashing	20	lf	32.00	640		
51	Access hatch flashing	16	lf	18.00	288		
52	Vents pipe flashing	12	ea	85.00	1,020		
53	Roof drain flashing	6	ea	350.00	2,100		
54	Misc. roof flashing	1	al	1,500.00	1,500		
55							
56	077100 <i>Roof Specialties</i>						
57	Access hatch	1	ea	4,250.00	4,250		
58							
59	079100 <i>Joint Sealants</i>						
60	Exterior caulking and sealants at all roof penetrations	13,450	sf	0.45	5,985		
61							
62	Subtotal: Thermal & Moisture Protection					\$ 475,936	
63							
64	22 Plumbing						
65	Demolition						
66	Roof drains	6	ea	332.10	1,993		
67							
68	New						
69	Sanitary vent system						
70	Extend vent piping to 24"	14	ea	570.00	7,980		
71							
72	Roof drainage system						
73	Roof drain including new piping/insulation and tie-in to existing, Allowance	6	ea	1,648.50	9,891		Assume 4" drains
74							
75	Materials supply and bidding/market conditions allowance	1	ls	5,000.00	5,000		
76	Supervision/PM	1	ls	5,000.00	5,000		
77							
78	Subtotal: Plumbing					\$ 29,864	
79							

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**Roof Replacement project
Melrose, MA
Schematic Design Estimate**

6/27/2022

Horace Mann Elementary School

	Division	Description	Quantity	Unit	Unit Price	Total	Subtotal Trades	Notes
80	23	HVAC						
81		Demolition						
82		Exhaust fans, store on site for reinstallation, Allowance	4	ea	764.10	3,056		
83								
84		New						
85		Exhaust fans, reinstall previously removed	4	ea	1,167.52	4,670		
86								
87		Miscellaneous to include seismic controls and testing/start-up	1	ls	2,500.00	2,500		
88		Materials supply and bidding/market conditions allowance	1	ls	10,000.00	10,000		
89								
90		Supervision/PM	1	ls	5,000.00	5,000		
91		Subtotal: HVAC					\$ 25,226	
92	26	Electrical						
93		Demolition						
94		Disconnect and makes safe exhaust fans, for removal by others	4	ea	300.00	1,200		
95		Re-work/remove/replace any conduit/wire as necessary, Allowance	1	ls	2,000.00	2,000		
96								
97		New						
98		Equipment and machinery power						
99		Extend circuit if necessary and reconnect exhaust fans	4	ea	1,390.02	5,560		
100								
101		Miscellaneous to include seismic controls and testing/start-up	1	ls	700.00	700		
102		Materials supply, small job premium and bidding/market conditions allowance	1	ls	15,000.00	15,000		
103								
104		Supervision/PM	1	ls	1,500.00	1,500		
105								
106		Subtotal: Electrical					\$ 25,960	
107								

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HORACE MANN ELEMENTARY SCHOOL, MELROSE, MA PRE-RENOVATION HBMA SERVICES

TO: Denise M. Gaffey – Directory and City Planner – City of Melrose
FROM: Frank Rodrigues – Tighe & Bond
COPY: Matthew Wzorek – Tighe & Bond
DATE: June 8, 2022

Tighe & Bond Inc., (Tighe & Bond) has prepared the following technical memorandum to summarize the Hazardous Building Material Assessment (HBMA) conducted at the Horace Mann Elementary School. (the "Site"). A facility improvement project, which includes full replacement of the existing roof is currently proposed for the school building. The current roof systems consists of a rubber membrane roof system with fiberboard insulation applied onto a metal roof deck. The HBMA was limited to the roof area being proposed for renovation impact. As required by state and federal regulations, characterization of various waste streams generated during construction projects must be completed to ensure their proper management.

The Assessment included a visual observation and bulk sampling of suspect hazardous building materials (asbestos, painted/coated building materials), and a visual inventory of other hazardous/regulated wastes (i.e., mercury-containing equipment, refrigerants, PCB-containing equipment, etc.). The HBMA was performed to support the proposed facility improvement project and to address/prepare budgets for management of environmentally related building materials.

Tighe & Bond's assessment and report are subject to the HBMA Limitations provided as Appendix A. The Assessment was performed on May 20, 2022, by Tighe & Bond's Massachusetts licensed asbestos inspector, Francisco J. Rodrigues, (#AI040131). Mr. Rodrigues' inspector license and certification are included as Appendix B of this report.

1 Hazardous Building Materials Assessment

1.1 Asbestos-Containing Building Materials

Prior to any type of building renovation or demolition, a thorough investigation is required to identify and quantify asbestos containing materials (ACM) which may be impacted by the demolition or renovation activities. The survey is required by the United States Environmental Protection Agency (EPA) National Emissions Standard for Hazardous Air Pollutants (NESHAP) regulations (Title 40 CFR, Part 61, Subpart M); Massachusetts Department of Environmental Protection (MassDEP) regulations (310 CMR 7.15); Massachusetts Department of Labor Standards (MADLS) regulations, (454 CMR 28.00); as well as applicable portions of the Occupational Safety and Health Administration (OSHA) asbestos in construction regulations (CFR 1926.1101).

The asbestos assessment was limited to accessible areas of the roof and roof top equipment to determine the presence or absence of suspect ACM that have potential for disturbance during the proposed renovation activities and would be subject to abatement prior to roof replacement.

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Suspect materials were divided into "homogeneous materials", building materials which were determined by the inspector to be homogeneous based on their color, texture, and age. A number of bulk samples of suspect ACM from each homogenous group of materials were collected in general accordance with standards described in the Environmental Protection Agency (EPA) Asbestos Hazard and Emergency Response Act (AHERA) Regulations for schools. AHERA sampling protocols are only recommended for use by MassDEP and EPA as they do not regulate bulk sampling standards.

Bulk samples were collected and submitted to Aerobiology Laboratories Associates Inc., (Aerobiology) of Woburn, Massachusetts for analysis via Polarized Light Microscopy with Dispersion Staining (PLM/DS) in accordance with the EPA/600/R-93/116 Method. ProScience is a Massachusetts licensed and American Industrial Hygiene Association (AIHA)-accredited asbestos laboratory.

Suspect materials identified and sampled are included as inventory tables in Appendix C. The tables describes material locations, sample numbers, quantities, condition, analytical results, and specific comments relative to our findings. The asbestos laboratory report is included in Appendix D.

The MassDEP defines a material that contains greater than or equal to one percent ($\geq 1\%$) asbestos utilizing PLM/DS, as being an ACM. Materials that are identified as "none detected" are specified as not containing asbestos. Materials containing less than one percent ($< 1\%$) asbestos are regulated to a degree by OSHA related to work practices, worker exposure, and waste containerization and in Massachusetts, materials containing $< 1\%$ asbestos are considered asbestos-containing waste material (ACWM) and must be packaged and disposed of as ACWM in accordance with 310 CMR 7.15.

A total of nine homogeneous areas were identified during the inspection and 18 samples of suspect ACM were collected. The tar material or hot mop applied to the roof deck in the original section of the roof was determined to contain $< 1\%$ asbestos and therefore is classified as an ACWM.

Samples of other suspect ACM collected during the survey, were determined to be non-asbestos containing. Refer to Appendix C for a list of each suspect material identified and sampled.

Other suspect materials encountered during any renovation activities that are not identified in this report as being non-ACM should be assumed to be ACM until sample collection and laboratory analysis indicate otherwise.

Tighe & Bond recommends the bottommost roofing layer be treated as ACM. The ACMs identified at the Horace Mann School should be removed by a licensed asbestos abatement contractor, utilizing trained and licensed personnel prior to renovation, demolition or any activity that has the potential to disturb these materials. Tighe & Bond recommends the creation of a project specific asbestos abatement scope of work or technical specification for the removal of ACM. The specification must be developed by a Massachusetts licensed asbestos project designer, and it should address such important issues as regulatory requirements, notification procedures, insurance considerations, air sampling needs and other pertinent information. Abatement activities must be subject to a passing post abatement visual inspection by an asbestos monitoring firm not affiliated with the abatement contractor. The same firm typically collects, analyzes and reports the State required post abatement clearance air samples.

The current scope of construction does not call for the removal of the metal roof deck. In the event sections of the roof deck must be cut and replaced Tighe & Bond recommends those sections be removed by a licensed asbestos abatement contractor.

1.2 Universal Waste and Other Regulated Building Waste

Tighe & Bond performed a visual inspection of the proposed renovation areas to identify hazardous materials, universal waste materials or other regulated wastes that have the potential for disturbance during the roof replacement project. No regulated wastes were identified.

Appendices:

APPENDIX A: HBMA Limitations

APPENDIX B: Inspector's Certification

APPENIDX C: Suspect Asbestos Containing Materials Inventory Table

APPENDIX D: Asbestos Laboratory Report

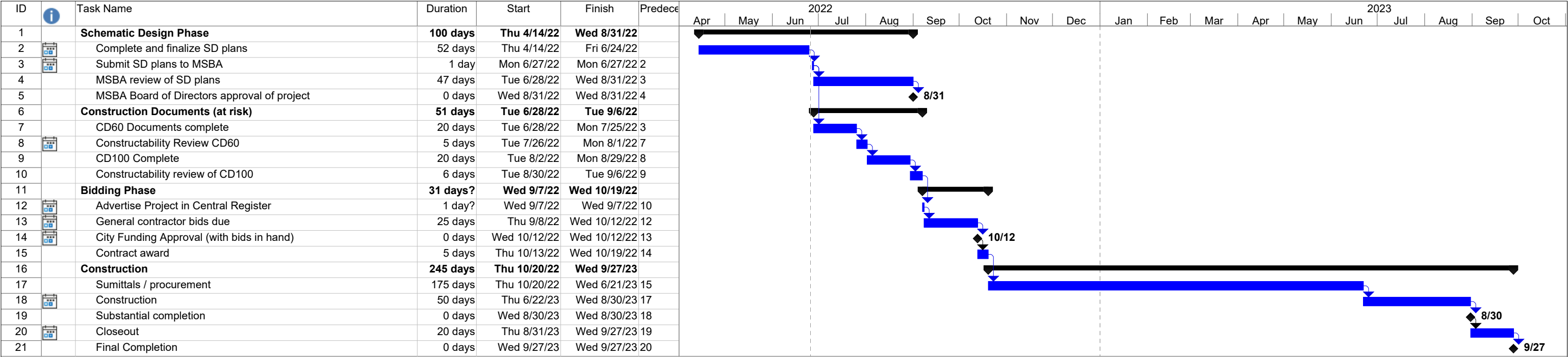
J:\M\M1215\026 Melrose\HBMA\Horace Mann\Final Report\Horace Mann_Tech Memo_Final.docx

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**EXHIBIT C
PROJECT SCHEDULE
CITY OF MELROSE
HERBERT CLARK HOOVER ELEMENTARY SCHOOL AND
HORACE MANN ELEMENTARY SCHOOL**

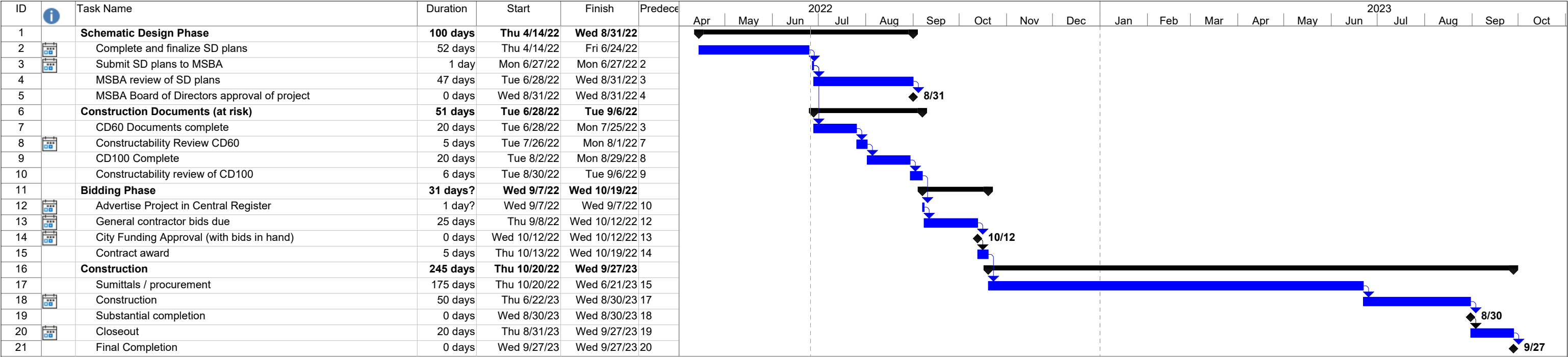
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PROJECT FUNDING AGREEMENT



Hoover Elementary School - Melrose, MA
Date: Sun 6/26/22

Task		Project Summary		Inactive Summary		Manual Summary		External Milestone	
Split		External Tasks		Manual Task		Start-only		Progress	
Milestone		External Milestone		Duration-only		Finish-only		Deadline	
Summary		Inactive Milestone		Manual Summary Rollup		External Tasks			



Horace Mann Elementary School - Melrose, MA
Date: Sun 6/26/22

Task		Project Summary		Inactive Summary		Manual Summary		External Milestone	
Split		External Tasks		Manual Task		Start-only		Progress	
Milestone		External Milestone		Duration-only		Finish-only		Deadline	
Summary		Inactive Milestone		Manual Summary Rollup		External Tasks			

**EXHIBIT D
CASH FLOW
CITY OF MELROSE
HERBERT CLARK HOOVER ELEMENTARY SCHOOL AND
HORACE MANN ELEMENTARY SCHOOL**

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PROJECT FUNDING AGREEMENT

Melrose Public Schools Hoover Elementary School - CASH FLOW	Budget	To Date	Jul-22	Aug-22	Sep-22	Oct-22	Nov-22	Dec-22	Jan-23	Feb-23	Mar-23	Apr-23	May-23	Jun-23	Jul-23	Aug-23	Sep-23	Oct-23	Nov-23	Total	Remainin	
OPM Feasibility Study	\$7,500	\$7,500																		\$7,500		
A&E Feasibility Study	\$49,100	\$49,100																		\$49,100		
OPM - Construction Contract Documents	\$20,434		\$10,217	\$10,217																\$20,434		
OPM - Bidding	\$8,960				\$4,480	\$4,480														\$8,960		
OPM - Construction Contract Administration	\$101,045						\$2,500	\$2,500	\$2,500	\$2,500	\$2,500	\$2,500	\$2,500	\$10,000	\$30,000	\$30,000	\$13,545			\$101,045		
OPM - Closeout	\$12,558																	\$6,279	\$6,279	\$12,558		
OPM - Reimbursable & Other Services	\$5,000				\$2,500	\$2,500														\$5,000		
AE - Construction Contract Documents	\$60,400		\$30,200	\$30,200																\$60,400		
AE - Bidding	\$4,400				\$2,200	\$2,200														\$4,400		
AE - Construction Contract Administration	\$34,600						\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$9,000	\$9,000	\$9,000	\$600			\$34,600		
AE - Closeout	\$3,600																	\$1,800	\$1,800	\$3,600		
AE - Hazardous Materials	\$10,700		\$1,500	\$1,500										\$2,700	\$2,500	\$2,500				\$10,700		
Construction Budget	\$1,881,016											\$150,000	\$150,000	\$200,000	\$500,000	\$500,000	\$200,000	\$181,016		\$1,881,016		
Construction Contingency	\$94,051											\$7,500	\$7,500	\$10,000	\$25,000	\$25,000	\$10,000	\$9,051		\$94,051		
Owner's Contingency	\$13,085																	\$7,000	\$6,085		\$13,085	
Total Project Budget	\$2,306,449	\$56,600	\$41,917	\$41,917	\$9,180	\$9,180	\$3,500	\$3,500	\$3,500	\$3,500	\$3,500	\$161,000	\$161,000	\$231,700	\$566,500	\$566,500	\$224,145	\$205,146	\$14,164	\$2,306,449		
Cummulative Cash Out		\$56,600	\$98,517	\$140,434	\$149,614	\$158,794	\$162,294	\$165,794	\$169,294	\$172,794	\$176,294	\$337,294	\$498,294	\$729,994	\$1,296,494	\$1,862,994	\$2,087,139	\$2,292,285	\$2,306,449			

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Melrose Public Schools Horace Mann Elementary School - CASH FLOW	Budget	To Date	Jul-22	Aug-22	Sep-22	Oct-22	Nov-22	Dec-22	Jan-23	Feb-23	Mar-23	Apr-23	May-23	Jun-23	Jul-23	Aug-23	Sep-23	Oct-23	Nov-23	Total	Remainin
OPM Feasibility Study	\$7,500	\$7,500																		\$7,500	
A&E Feasibility Study	\$40,700	\$40,700																		\$40,700	
OPM - Construction Contract Documents	\$20,434		\$10,217	\$10,217																\$20,434	
OPM - Bidding	\$8,960				\$4,480	\$4,480														\$8,960	
OPM - Construction Contract Administration	\$101,045						\$2,500	\$2,500	\$2,500	\$2,500	\$2,500	\$2,500	\$2,500	\$10,000	\$30,000	\$30,000	\$13,545			\$101,045	
OPM - Closeout	\$12,558																	\$6,279	\$6,279	\$12,558	
OPM - Reimbursable & Other Services	\$5,000				\$2,500	\$2,500														\$5,000	
AE - Construction Contract Documents	\$41,400		\$20,700	\$20,700																\$41,400	
AE - Bidding	\$4,400				\$2,200	\$2,200														\$4,400	
AE - Construction Contract Administration	\$28,800						\$500	\$500	\$500	\$500	\$500	\$500	\$500	\$8,000	\$8,000	\$8,000	\$1,300			\$28,800	
AE - Closeout	\$3,600																	\$1,800	\$1,800	\$3,600	
AE - Hazardous Materials	\$5,400		\$750	\$750										\$1,500	\$1,500	\$900				\$5,400	
Construction Budget	\$1,113,143											\$50,000	\$50,000	\$100,000	\$300,000	\$300,000	\$200,000	\$113,143		\$1,113,143	
Construction Contingency	\$55,657											\$2,500	\$2,500	\$5,000	\$15,000	\$15,000	\$10,000	\$5,657		\$55,657	
Owner's Contingency	\$11,580																	\$6,000	\$5,580	\$11,580	
Total Project Budget	\$1,460,177	\$48,200	\$31,667	\$31,667	\$9,180	\$9,180	\$3,000	\$3,000	\$3,000	\$3,000	\$3,000	\$55,500	\$55,500	\$124,500	\$354,500	\$353,900	\$224,845	\$132,879	\$13,659	\$1,460,177	
Cummulative Cash Out		\$48,200	\$79,867	\$111,534	\$120,714	\$129,894	\$132,894	\$135,894	\$138,894	\$141,894	\$144,894	\$200,394	\$255,894	\$380,394	\$734,894	\$1,088,794	\$1,313,639	\$1,446,518	\$1,460,177		

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**EXHIBIT E
PROJECT SITE
CITY OF MELROSE
HERBERT CLARK HOOVER ELEMENTARY SCHOOL AND
HORACE MANN ELEMENTARY SCHOOL**

**Herbert Clark Hoover Elementary School
37 Glendower Road
Melrose, MA 02176**

**Horace Mann Elementary School
40 Damon Ave
Melrose, MA 02176**

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PROJECT FUNDING AGREEMENT

**EXHIBIT F
FURNISHINGS AND EQUIPMENT
CITY OF MELROSE
HERBERT CLARK HOOVER ELEMENTARY SCHOOL AND
HORACE MANN ELEMENTARY SCHOOL**

THERE IS NO EXHIBIT F

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PROJECT FUNDING AGREEMENT

EXHIBIT G
STANDARD CONSTRUCTION CONTRACT INSURANCE
PROVISIONS FOR AN OWNER-CONTRACTOR CONTRACT
CITY OF MELROSE
HERBERT CLARK HOOVER ELEMENTARY SCHOOL AND
HORACE MANN ELEMENTARY SCHOOL

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PROJECT FUNDING AGREEMENT

EXHIBIT "G"

**MASSACHUSETTS SCHOOL BUILDING AUTHORITY
STANDARD CONSTRUCTION CONTRACT INSURANCE PROVISIONS FOR AN
OWNER-CONTRACTOR CONTRACT
(Alternate Form for Construction Manager at Risk on Page 6 of this Exhibit)**

The District shall include, at a minimum, the following language regarding insurance requirements in the Owner-Contractor contract. The District may impose additional insurance requirements provided that any such additional requirements shall not be inconsistent with the requirements imposed by the standard language set forth herein and further provided that, prior to issuing an invitation for bids for construction of the Project, the District shall give the Authority adequate written notice clearly describing any such additional requirements so that the Authority may, at its discretion, review and comment upon such additional requirements. Any such additional requirements may be set forth in Section 8 of the Insurance Requirements below. It shall be the sole responsibility of the District to determine whether additional insurance requirements are desirable or necessary for the Project and should be included in the Owner-Contractor contract.

INSURANCE REQUIREMENTS (Design-Bid-Build)**1. Insurance Generally.**

A. The Contractor shall purchase and maintain insurance of the type and limits listed in this Article with respect to the operations as well as the completed operations of this Contract. This insurance shall be provided at the Contractor's expense and shall be in full force and effect for the full term of the Contract or for such longer period as this Article requires.

B. All policies shall be written on an occurrence basis and be issued by companies lawfully authorized to write that type of insurance under the laws of the Commonwealth with a financial strength rating of A- or better as assigned by AM Best Company, or an equivalent rating assigned by a similar rating agency acceptable to the Owner, or as otherwise acceptable to the Owner.

C. The Contractor shall submit three originals of each certificate of insurance, acceptable to the Owner, simultaneously with the execution of this Contract. Certificates shall show each type of insurance, insurance company, policy number, amount of insurance, deductibles and/or self-insured retentions, and policy effective and expiration dates. Certificates shall show the Massachusetts School Building Authority (hereinafter "Authority"), the Owner and anyone else the Owner may request as additional insureds as to all policies of liability insurance. Certificates shall specifically note the following:

- that the automobile liability, umbrella liability and pollution liability policies include the Authority and the Owner as additional insureds;
- that all policies include the coverage and endorsements in accordance with the terms and conditions as required by this Contract;
- that none of the coverages shall be cancelled, terminated, or materially modified unless and until thirty (30) days prior notice is given in writing to the Owner and the Authority;
- the Contractor shall submit updated certificates of insurance prior to the expiration of any of the policies referenced in the certificates so that the Owner shall at all times possess certificates indicating current coverage.

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D. The Contractor shall file one certified, complete copy of all policies and endorsements with the Owner within sixty (60) days after Contract award. If the Owner is damaged by the Contractor's failure to maintain such insurance and to comply with the terms of this Article, then the Contractor shall be responsible for all costs and damages to the Owner and the Authority attributable thereto.

E. Termination, cancellation, or material modification of any insurance required by this Contract, whether by the insurer or the insured, shall not be valid unless written notice thereof is given to the Owner, and the Authority to the extent that the Authority is an additional insured, at least thirty (30) days prior to the effective date thereof, which shall be expressed in said notice.

F. The Contractor is responsible for the payment of any and all deductibles under all of the insurance required herein. Neither the Owner nor the Authority shall in any instance be responsible for the payment of deductibles, self-insured retentions, or any portion thereof.

2. Contractor's Commercial General Liability.

A. The Contractor shall purchase and maintain general liability coverage on the ISO form CG 00 01 or equivalent, including products and completed operations, on an occurrence basis. The form must be amended to state that the aggregate limit applies on a per location/project basis. The policy shall provide the following minimum coverage to protect the Contractor from claims with respect to the operations performed by Contractor and any employee, subcontractor, or supplier, or by anyone for whose acts they may be liable unless a higher coverage is specified in Section 8 below in which case the Contractor shall provide the additional coverage:

Bodily Injury &	\$1,000,000 each occurrence
Property Damage	\$2,000,000 general aggregate per project
Products & Completed Operations	\$1,000,000 annual aggregate
Personal & Advertising Injury	\$1,000,000 each occurrence
Medical Expenses	\$5,000

B. This policy shall include coverage relating to explosion, collapse, and underground property damage.

C. This policy shall include contractual liability coverage.

D. The completed operations coverage shall be maintained for a period of three (3) years after Substantial Completion and acceptance by the Owner. The Contractor shall provide renewal certificates of insurance to the Owner as evidence that this coverage is being maintained.

E. If the Work includes work to be performed within fifty (50) feet of a railroad, any exclusion for liability assumed under contract for work within fifty (50) feet of a railroad shall be deleted.

F. This policy shall include the Authority, the Owner and anyone else requested by the Owner as additional insureds via endorsements CG 20 10 for ongoing operations and CG 20 37 for completed operations. This policy shall be primary and non-contributory with respect to any other insurance available to additional insureds.

G. The policy shall include endorsement CG 24 04, a Waiver of Subrogation in favor of the Authority and the Owner.

3. Automobile Liability.

A. The Contractor shall purchase and maintain the following minimum coverage with respect to the operations of any owned, non-owned, and hired vehicles including trailers used in the performance of the work, unless a higher coverage is specified in Section 8 below in which case the Contractor shall provide the additional coverage:

Bodily Injury & Property Damage \$1,000,000 combined single limit

B. The policy shall include a CA 99 48 Broadened Pollution Endorsement. If specified in Section 8 below, the Contractor, if hauling contaminants and/or pollutants, must adhere to Sections 29 and 30 of the Motor Carrier Act of 1980, which shall include coverage Form MCS-90.

C. The policy shall name the Authority and the Owner as additional insureds.

D. The policy shall contain a Waiver of Subrogation in favor of the Owner and the Authority.

4. Contractor's Pollution Liability.

The Contractor shall purchase and maintain coverage for bodily injury and property damage resulting from liability arising out of pollution related exposures such as asbestos abatement, lead paint abatement, tank removal, removal of contaminated soil, etc. The insurance policy shall cover the liability of the Contractor during the process of removal, storage, transport and disposal of hazardous waste and contaminated soil and/or asbestos abatement. The policy shall include coverage for on-Site and off-Site bodily injury and loss of, damage to, or loss of use of property, directly or indirectly arising out of the discharge, dispersal, release or escape of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids or gas, waste materials or other irritants, contaminants or pollutants into or upon the land, the atmosphere or any water course or body of water, whether it be gradual or sudden and accidental. The policy shall also include defense and clean-up costs. The Authority and the Owner shall be named as additional insureds and coverage must be on an occurrence basis. The amount of coverage shall be as follows unless a higher amount is specified in Section 8 below to this Contract, in which case the Contractor shall provide the additional coverage:

Limit of liability	\$1,000,000 per occurrence
	\$3,000,000 aggregate

5. Worker's Compensation.

A. The Contractor shall provide the following coverage in accordance with M.G.L. c.149 §34A and c.152, as amended, unless a higher coverage is specified in Section 8 below, in which case the Contractor shall provide the higher coverage:

Worker's Compensation	Statutory limits
Employer's Liability	\$ 500,000 each accident
	\$ 500,000 disease per employee
	\$ 500,000 disease policy aggregate

B. If specified in Section 8 below, the policy must be endorsed to cover United States Longshoremen & Harborworkers Act (USLHW), or Maritime Liability.

C. The policy shall contain a Waiver of Subrogation in favor of the Authority and the Owner.

6. Builder's Risk/ Installation Floater/Stored Materials.

Owner may purchase and maintain coverage against loss or damage to the Work included in this Contract. If purchased by Owner, such coverage shall be on an "all risks" or equivalent form and will include a waiver of subrogation in favor of Contractor for loss or damage that occurs during the term of the Project. Owner will be responsible for the payment of any deductible under such coverage.

If specified in Section 8 below , Owner may require the Contractor to purchase and maintain coverage against loss or damage to the Work in accordance with the following requirements:

A. The Contractor shall purchase and maintain coverage against loss or damage on all Work included in this Contract in an amount equal to the Contract Price. Such coverage shall be written on an all risks basis or equivalent form and shall include, without limitation, insurance against perils of fire (with extended coverage) and physical loss or damage including, without duplication of coverage, theft, vandalism, malicious mischief, terrorism ("certified" and "non-certified"), collapse, earthquake, flood (if the project is not in an "A" or a "V" flood Zone), windstorm, falsework, testing and startup, temporary buildings and debris removal including demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation for Architect's and Contractor's services and expenses required as a result of such insured loss. Unless otherwise specified in this Contract, the limits for earthquake and flood shall each be the lesser of the Contract Price or \$10,000,000. This policy and/or installation floater shall include transportation and Stored Materials coverage in an amount equal to the value of the stored materials as required in C. below.

B. When Work will be completed on existing buildings owned by the Owner, the Contractor shall provide an installation floater, in the full amount of the Contract Price. Such coverage shall be written on an all risks basis or equivalent form and shall include, without limitation, insurance against perils of fire (with extended coverage) and physical loss or damage including, without duplication of coverage, theft, vandalism, malicious mischief, collapse, earthquake, flood (if the project is not in an "A" or a "V" flood Zone), windstorm, falsework, testing and startup, temporary buildings and debris removal including demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation for Architect's and Contractor's services and expenses required as a result of such insured loss. Unless otherwise specified in this Contract, the limits for earthquake and flood shall each be the lesser of the Contract Price or \$10,000,000. This policy and/or installation floater shall include transportation and Stored Materials coverage in an amount equal to the value of the stored materials as required in C. below.

C. The Contractor shall maintain insurance on delivered and/or stored material designated to be incorporated in the Work against fire, theft or other hazards. Any loss or damage of whatever nature to such material while stored at an off Site location shall be forthwith replaced by the Contractor at no expense to the Owner or the Authority..

D. The policy or policies shall specifically state that they are for the benefit of and payable to the Authority, the Owner, the Contractor, and all persons furnishing labor or labor and materials for the Contract Work, as their interests may appear. The policy or policies shall list the Authority, the Owner, the Contractor, and Subcontractors of any tier as named insureds.

E. Coverage shall include any costs for work performed by the Designer or any consultant as the result of a loss experienced during the term of this Contract.

F. Coverage shall include permission for temporary occupancy and a Waiver of Subrogation in favor of the Owner and the Authority.

G. Coverage shall be maintained until final acceptance by the Owner of the Work and final payment has been made.

H. A loss under the property insurance shall be adjusted by the Contractor as fiduciary and made payable to the Contractor as fiduciary for the insureds. The Contractor shall pay the subcontractors their just shares of insurance proceeds received by the Contractor and shall require subcontractors to make payments to their sub-subcontractors in similar manner.

7. Umbrella Coverage.

The Contractor shall provide Umbrella Coverage in a form at least as broad as primary coverages required by Sections 2, 3 and 5 of this Article in the following amount unless a higher amount is specified in Section 8 below in which case the Contractor shall provide the higher amount:

<u>Contract Price:</u>	<u>Limit of Liability:</u>
Under \$1,000,000	\$2,000,000 per occurrence
\$1,000,001 -- \$5,000,000	\$5,000,000 per occurrence
\$5,000,001-- \$10,000,000	\$10,000,000 per occurrence
\$10,000,001 and over	\$25,000,000 per occurrence

8. Additional Insurance Requirements

The Contractor shall provide such other and/or additional types and/or amounts of insurance as may be set forth below:

MASSACHUSETTS SCHOOL BUILDING AUTHORITY
STANDARD CONSTRUCTION CONTRACT INSURANCE PROVISIONS FOR A
CONSTRUCTION MANAGER AT RISK CONTRACT

The District shall include, at a minimum, the following language regarding insurance requirements in the Owner-Construction Manager at Risk ("CM") contract. The District may impose additional insurance requirements provided that any such additional requirements shall not be inconsistent with the requirements imposed by the standard language set forth herein and further provided that, prior to issuing an RFQ for construction management at risk services for the Project, the District shall give the Authority adequate written notice clearly describing any such additional requirements so that the Authority may, at its discretion, review and comment upon such additional requirements. Any such additional requirements may be set forth in Section 8 of the Insurance Requirements below. It shall be the sole responsibility of the District to determine whether additional insurance requirements are desirable or necessary for the Project and should be included in the Owner-CM contract.

INSURANCE REQUIREMENTS (CM at Risk)

1. Insurance Generally.

A. The CM shall purchase and maintain the insurance of the type and limits listed in this Article with respect to the operations as well as the completed operations of this Contract. This insurance shall be provided at the CM's expense and shall be in full force and effect for the full term of the Contract or for such longer period as this Article requires.

B. All policies shall be written on an occurrence basis and be issued by companies lawfully authorized to write that type of insurance under the laws of the Commonwealth with a financial strength rating of A- or better assigned by AM Best Company, or equivalent rating assigned by a similar rating agency acceptable to the Owner or as otherwise acceptable to the Owner.

C. CM shall submit three originals of each certificate of insurance, acceptable to the Owner, simultaneously with the execution of this Contract. Certificates shall show each type of insurance, insurance company, policy number, amount of insurance, deductibles and/or self insured retentions, and policy effective and expiration dates. Certificates shall show the Massachusetts School Building Authority (hereinafter "Authority"), the Owner and anyone else that the Owner may request as additional insureds as to all policies of liability insurance. Certificates shall specifically note the following:

- that the automobile liability, umbrella liability and pollution liability policies include the Owner and the Authority as additional insureds;
- that all policies include the coverage and endorsements in accordance with the terms and conditions as required by this construction contract;
- that none of the coverages shall be cancelled, terminated, or materially modified unless and until thirty (30) days prior notice is given in writing to the Owner and the Authority;
- CM shall submit updated certificates prior to the expiration of any of the policies referenced in the certificates so that the Owner shall at all times possess certificates indicating current coverage.

D. The CM shall file one certified complete copy of all policies and endorsements with the Owner within sixty (60) days after Contract award. If the Owner or the Authority is damaged by the CM's failure to maintain such insurance and to comply with the terms of this Article, then the CM shall be responsible for all costs and damages to the Owner and the Authority attributable thereto.

E. Termination, cancellation, or material modification of any insurance required by this Contract, whether by the insurer or the insured, shall not be valid unless written notice thereof is given to Owner, and the Authority to the extent that the Authority is an additional insured, at least thirty (30) days prior to the effective date thereof, which shall be expressed in said notice.

F. The CM is responsible for the payment of any and all deductibles under all of the insurance required below unless the Owner and the Authority specifically provide a written waiver to the CM.

2. CM's Commercial General Liability.

A. The CM shall purchase and maintain general liability coverage on the ISO form CG 00 01 or equivalent, including products and completed operations, on an occurrence basis. The form must be amended to state that the aggregate limit applies on a per location/per project basis. The policy shall provide the following minimum coverage to protect the CM from claims with respect to the operations performed by CM and any employee, subcontractor, or supplier, unless a higher coverage is specified in Section 8 below, in which case the CM shall provide the additional coverage:

Bodily Injury &	\$1,000,000	each occurrence
Property Damage	\$2,000,000	general aggregate, per project
Products & Completed Operations	\$1,000,000	annual aggregate
Personal & Advertising Injury	\$1,000,000	each occurrence
Medical Expenses	\$5,000	

B. This policy shall include coverage relating to explosion, collapse, and underground property damage.

C. This policy shall include contractual liability coverage.

D. The completed operations coverage shall be maintained for a period of three (3) years after Substantial Completion and acceptance by the Owner. The CM shall provide renewal certificates of insurance to the Owner as evidence that this coverage is being maintained.

E. If the Work includes work to be performed within fifty (50) feet of a railroad, any exclusion for liability assumed under contract for work within fifty (50) feet of a railroad shall be deleted.

F. This policy shall include the Authority, the Owner and anyone else requested by the Owner as additional insureds via endorsements CG 20 10 for ongoing operations and CG 20 37 for completed operations. This policy shall be primary and non-contributory with respect to any other insurance available to additional insureds.

G. The policy shall include endorsement CG 24 04, a Waiver of Subrogation in favor of the Owner and the Authority.

3. Automobile Liability.

A. The CM shall purchase and maintain the following minimum coverage with respect to the operations of any owned, non-owned, and hired vehicles including trailers used in the performance of the work, unless a higher coverage is specified in Section 8 below, in which case the CM shall provide the additional coverage:

Bodily Injury & Property Damage \$1,000,000 combined single limit

B. The policy shall include a CA 99 48 Broadened Pollution Endorsement. If specified in Section 8 below, the CM, if hauling contaminants and/or pollutants, must adhere to Sections 29 and 30 of the Motor Carrier Act of 1980, which shall contain coverage Form MCS-90.

C. The policy shall name the Owner and the Authority as additional insureds.

D. The policy shall contain a Waiver of Subrogation in favor of the Owner and the Authority.

4. Contractor's Pollution Liability.

The CM shall purchase and maintain coverage for bodily injury and property damage resulting from liability arising out of pollution related exposures such as asbestos abatement, lead paint abatement, tank removal, removal of contaminated soil, etc. The insurance policy shall cover the liability of the CM during the process of removal, storage, transport and disposal of hazardous waste and contaminated soil and/or asbestos abatement. The policy shall include coverage for on-Site and off-Site bodily injury and loss of, damage to, or loss of use of property, directly or indirectly arising out of the discharge, dispersal, release or escape of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids or gas, waste materials or other irritants, contaminants or pollutants into or upon the land, the atmosphere or any water course or body of water, whether it be gradual or sudden and accidental. The policy shall also include defense and clean-up costs. The Owner and the Authority shall be named as additional insureds and coverage must be on an occurrence basis. The amount of coverage shall be as follows unless a higher amount is specified in Section 8 below, in which case the CM shall provide the additional coverage:

Limit of liability	\$1,000,000 per occurrence
	\$3,000,000 aggregate

5. Worker's Compensation.

A. The CM shall provide the following coverage in accordance with M.G.L. c.149 §34A and c.152 as amended, unless a higher coverage is specified in Section 8 below, in which case the CM shall provide the higher coverage:

Workers' Compensation	Statutory limits
Employer's Liability	\$ 500,000 each accident
	\$ 500,000 disease per employee
	\$ 500,000 disease policy aggregate

B. If specified in Section 8 below the policy must be endorsed to cover United States Longshoremen & Harborworkers Act (USLHW), or Maritime Liability for \$1,000,000/\$1,000,000.

C. The policy shall contain a Waiver of Subrogation in favor of the Owner and the Authority.

6. Builder's Risk/ Installation Floater/Stored Materials.

Owner may purchase and maintain coverage against loss or damage to the Work included in this Contract. If purchased by Owner, such coverage shall be on an "all risks" or equivalent form and will include a waiver of subrogation in favor of CM for loss or damage that occurs during the term of the Project. Owner will be responsible for the payment of any deductible under such coverage.

If specified in Section 8 below, Owner may require the CM to purchase and maintain coverage against loss or damage to the Work in accordance with the following requirements:

A. The CM shall purchase and maintain coverage against loss or damage on all Work included in this Contract in an amount equal to the GMP. Such coverage shall be written on an all risks basis or equivalent form and shall include, without limitation, insurance against perils of fire (with extended coverage) and physical loss or damage including, without duplication of coverage, theft, vandalism, malicious mischief, terrorism ("certified" and "non-certified"), collapse, earthquake, flood (if the project is not in an "A" or a "V" flood Zone), windstorm, falsework, testing and startup, temporary buildings and debris removal including demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation for Architect's, Program Manager's and CM's services and expenses required as a result of such insured loss. Unless otherwise specified in this Contract, the limits for earthquake and flood shall each be the lesser of the Contract Price or \$10,000,000. This policy and/or installation floater shall include transportation and Stored Materials coverage in an amount equal to the value of the stored materials as required in **C.** below.

B. When Work will be completed on existing buildings owned by the Owner, the CM shall provide an installation floater, in the full amount of the Contract Price. Such coverage shall be written on an all risks basis or equivalent form and shall include, without limitation, insurance against perils of fire (with extended coverage) and physical loss or damage including, without duplication of coverage, theft, vandalism, malicious mischief, collapse, earthquake, flood (if the project is not in an "A" or a "V" flood Zone), windstorm, falsework, testing and startup, temporary buildings and debris removal including demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation for Architect's, Program Manager's and CM's services and expenses required as a result of such insured loss. Unless otherwise specified in this Contract, the limits for earthquake and flood shall each be the lesser of the Contract Price or \$10,000,000. This policy and/or installation floater shall include transportation and Stored Materials coverage in an amount equal to the value of the stored materials as required in **C.** below.

C. The CM shall maintain insurance on delivered and/or stored material designated to be incorporated in the Work against fire, theft or other hazards. Any loss or damage of whatever nature to such material while stored at some approved off Site location shall be forthwith replaced by the CM at no expense to the Owner or the Authority.

D. The policy or policies shall specifically state they are for the benefit of and payable to the Authority, the Owner, the CM, subcontractors and all persons furnishing labor or labor and materials for the Contract Work, as their interests may appear. The policy or policies shall list the Authority, the Owner, the CM, and Subcontractors of any tier as named insureds.

E. Coverage shall include any costs for work performed by the Designer or any consultant as the result of a loss experienced during the term of this Contract.

F. Coverage shall include permission for temporary occupancy and a Waiver of Subrogation in favor of the Owner and the Authority.

G. Coverage shall be maintained until final acceptance by Owner of the Work and final payment has been made.

H. A loss under the property insurance shall be adjusted by CM as fiduciary and made payable to the Contractor as fiduciary for the insureds. CM shall pay the subcontractors their just shares of insurance proceeds received by the CM and shall require subcontractors to make payments to their sub-subcontractors in similar manner.

7. Umbrella Coverage.

The CM shall provide Umbrella Coverage in form at least as broad as primary coverages required by Sections 2, 3 and 5 of this Article in the following amount unless a higher amount is specified in Section 8 below in which case the CM shall provide the higher amount:

<u>Contract Price:</u>	<u>Limit of Liability:</u>
Under \$1,000,000	\$2,000,000 per occurrence
\$1,000,000 -- \$5,000,000	\$5,000,000 per occurrence
\$5,000,001-- \$10,000,000	\$10,000,000 per occurrence
\$10,000,001 and over	\$25,000,000 per occurrence

8. Additional Insurance Requirements

The CM shall provide such other and/or additional types and/or amounts of insurance as may be set forth below:

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**EXHIBIT H
EDUCATIONAL PROGRAM
CITY OF MELROSE
HERBERT CLARK HOOVER ELEMENTARY SCHOOL AND
HORACE MANN ELEMENTARY SCHOOL**

THERE IS NO EXHIBIT H

Minutes Acceptance: Minutes of Jan 17, 2023 7:45 PM (Reading of the Minutes)

PROJECT FUNDING AGREEMENT

**EXHIBIT I
REIMBURSEMENT RATE CERTIFICATION
CITY OF MELROSE
HERBERT CLARK HOOVER ELEMENTARY SCHOOL AND
HORACE MANN ELEMENTARY SCHOOL**

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PROJECT FUNDING AGREEMENT

MSBA Accelerated Repair Program Reimbursement Rate Certification Calendar Year 2021

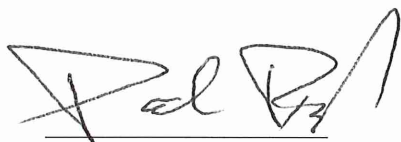
Melrose

MSBA Reimbursement Rate Calculation

Base Points	31.00
Income Factor	5.05
Property Wealth Factor	13.26
Poverty Factor	0
MSBA Reimbursement Rate	49.31

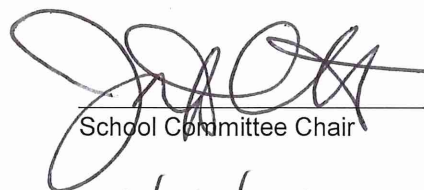
Certification

By signing this Reimbursement Rate Certification, I hereby certify that I have read, understand, and accept the reimbursement rate set forth above, and I hereby acknowledge and agree on behalf of the Eligible Applicant that the above-stated reimbursement rate is the rate that will be used to calculate the maximum Total Facilities Grant for the proposed project.



Local Chief Executive Officer

6/16/2022
Date



School Committee Chair

6/16/22
Date



Superintendent of Schools

6/16/2022
Date

Minutes Acceptance: Minutes of Jan 17, 2023 7:45 PM (Reading of the Minutes)

**EXHIBIT J
ELECTRONIC PAYMENT FORM
CITY OF MELROSE
HERBERT CLARK HOOVER ELEMENTARY SCHOOL AND
HORACE MANN ELEMENTARY SCHOOL**

Minutes Acceptance: Minutes of Jan 17, 2023 7:45 PM (Reading of the Minutes)

PROJECT FUNDING AGREEMENT

(Please print on District letterhead)

Banking Information Template

_____ District hereby instructs the Massachusetts School Building Authority make grant payments via electronic ACH directly to the following account:

MSBA Project ID#*: _____

***All future project payments will be made to this account unless the MSBA receives specific instructions to distribute payments to a separate account for each project.**

District Contact Name: _____

Signature: _____

District Telephone No.: _____

Banking Information for ACH Transactions

Financial Institution Name: _____

Financial Institution Address: _____

City & State: _____

Account No.: _____

Transit Number (ABA#): _____
(Routing #)

Please return the completed form to Xingzhen (Stephanie) Bai:

- via email at Xingzhen.Bai@MassSchoolBuildings.org

An acknowledgment of receipt of a new Banking Information Template will be sent to the Eligible Applicant, Treasurer or Business Manager, and District Contact listed on the form.

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[illegible]

CHART - 1	City of Melrose				
DRAFT	Ten Year General Fund Debt Plan Review				
11/7/2022	Department of Finance				
				Projected	
	Year	Net Debt	5% Limit	Budget	Percent
	2022	\$2,855,696	\$4,550,026	\$91,000,522	3.14%
	2023	\$2,839,293	\$4,762,804	\$95,256,080	2.98%
	2024	\$3,052,377	\$4,905,688	\$98,113,762	3.11%
	2025	\$3,837,908	\$5,052,859	\$101,057,175	3.80%
	2026	\$4,088,286	\$5,204,445	\$104,088,891	3.93%
	2027	\$3,802,371	\$5,360,578	\$107,211,557	3.55%
	2028	\$3,809,834	\$5,521,395	\$110,427,904	3.45%
	2029	\$3,581,714	\$5,687,037	\$113,740,741	3.15%
	2030	\$3,322,418	\$5,857,648	\$117,152,963	2.84%
	2031	\$3,330,845	\$6,033,378	\$120,667,552	2.76%
	Totals:	\$34,520,742	\$52,935,857		
	Average:	\$3,452,074	\$5,293,586		
	Variance:		\$1,841,512		
Note(s):	1. It is the current policy of the City of Melrose that the G/F net				
	non-exempt debt budget equate to approx. 5% of the Operating Budget.				
	2. The figures proposed can only be "estimates". Actual figures				
	will be developed as interest rates are locked in.				



CITY OF MELROSE

Office of Treasurer-Collector

Kathryn J Armata
Treasurer-Collector

City Hall, 562 Main Street
Melrose, Massachusetts 02176
Treasurer - (781) 979-4162
Collector - (781) 979-4120
Fax - (781) 665-6877

MEMORANDUM

To: Melrose City Council
Mayor Brodeur

From: Kathryn Armata

Date: September 20, 2022

Re: Loan Order –Herbert Clark Hoover Elementary School Roof Replacement

ORDERED: That the City appropriates \$2,306,449 for the purpose of paying costs of replacing the roof at the Herbert Clark Hoover Elementary School located at 37 Glendower Road, Melrose, Massachusetts, including the payment of all costs incidental and related thereto (the "Project"), which proposed Project would materially extend the useful life of the school and preserve an asset that otherwise is capable of supporting the required educational program, and for which the City may be eligible for a grant from the Massachusetts School Building Authority (the "MSBA"), said amount to be expended under the direction of the Office of Planning and Community Development; that to meet this appropriation, the Treasurer, with the approval of the Mayor, is authorized to borrow said amount under and pursuant to Chapter 44, Section 7(1) or Chapter 70B of the General Laws, or pursuant to any other enabling authority, and to issue bonds or notes of the City therefor; that the City acknowledges that the MSBA's grant program is a non-entitlement, discretionary program based on need, as determined by the MSBA, and any project costs the City incurs in excess of any grant approved by and received from the MSBA shall be the sole responsibility of the City; that any grant that the City may receive from the MSBA for the Project shall not exceed the lesser of (1) forty-nine and thirty-one hundredths percent (49.31%) of eligible, approved project costs, as determined by the MSBA, or (2) the total maximum grant amount determined by the MSBA; and that the amount of the borrowing authorized by this order shall be reduced by any grant amount set forth in and received pursuant to the Project Funding Agreement that may be executed between the City and the MSBA.

Pursuant to Section 56-14 of the City Ordinances, attached is a projection of the principal and interest costs on the bonds proposed to be authorized by the following loan orders under

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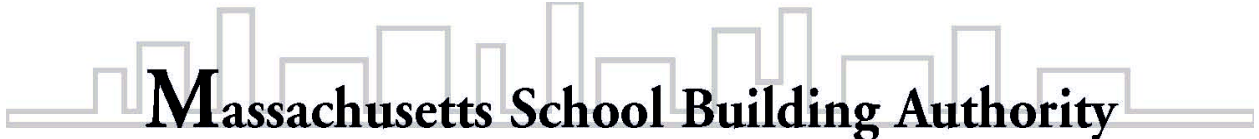
consideration by the City Council. The payment schedule attached assumes a 30-year borrowing term, an interest rate assumption of 5.5% over the life of the borrowing, and a level debt service payment schedule. The debt service on these bonds will not be paid from an enterprise fund and will have no impact on any enterprise fund rates."

FINANCIAL IMPACT: See attached

BOND DEBT SERVICE
City of Melrose, Massachusetts
Proposed \$2,306,449 Hoover Elementary School Roof Bonds
30 years - Level Debt Service
Interest Estimated and Subject to Change

	Dated Date	09/15/2023			
	Delivery Date	09/15/2023			
Period Ending	Principal	Coupon	Interest	Debt Service	Annual Debt Service
03/15/2024	-	-	63,427.35	63,427.35	-
06/30/2024	-	-	-	-	63,427.35
09/15/2024	36,449.00	5.500%	63,427.35	99,876.35	-
03/15/2025	-	-	62,425.00	62,425.00	-
06/30/2025	-	-	-	-	162,301.35
09/15/2025	30,000.00	5.500%	62,425.00	92,425.00	-
03/15/2026	-	-	61,600.00	61,600.00	-
06/30/2026	-	-	-	-	154,025.00
09/15/2026	35,000.00	5.500%	61,600.00	96,600.00	-
03/15/2027	-	-	60,637.50	60,637.50	-
06/30/2027	-	-	-	-	157,237.50
09/15/2027	35,000.00	5.500%	60,637.50	95,637.50	-
03/15/2028	-	-	59,675.00	59,675.00	-
06/30/2028	-	-	-	-	155,312.50
09/15/2028	40,000.00	5.500%	59,675.00	99,675.00	-
03/15/2029	-	-	58,575.00	58,575.00	-
06/30/2029	-	-	-	-	158,250.00
09/15/2029	40,000.00	5.500%	58,575.00	98,575.00	-
03/15/2030	-	-	57,475.00	57,475.00	-
06/30/2030	-	-	-	-	156,050.00
09/15/2030	45,000.00	5.500%	57,475.00	102,475.00	-
03/15/2031	-	-	56,237.50	56,237.50	-
06/30/2031	-	-	-	-	158,712.50
09/15/2031	45,000.00	5.500%	56,237.50	101,237.50	-
03/15/2032	-	-	55,000.00	55,000.00	-
06/30/2032	-	-	-	-	156,237.50
09/15/2032	50,000.00	5.500%	55,000.00	105,000.00	-
03/15/2033	-	-	53,625.00	53,625.00	-
06/30/2033	-	-	-	-	158,625.00
09/15/2033	50,000.00	5.500%	53,625.00	103,625.00	-
03/15/2034	-	-	52,250.00	52,250.00	-
06/30/2034	-	-	-	-	155,875.00
09/15/2034	55,000.00	5.500%	52,250.00	107,250.00	-
03/15/2035	-	-	50,737.50	50,737.50	-
06/30/2035	-	-	-	-	157,987.50
09/15/2035	55,000.00	5.500%	50,737.50	105,737.50	-
03/15/2036	-	-	49,225.00	49,225.00	-
06/30/2036	-	-	-	-	154,962.50
09/15/2036	60,000.00	5.500%	49,225.00	109,225.00	-
03/15/2037	-	-	47,575.00	47,575.00	-
06/30/2037	-	-	-	-	156,800.00
09/15/2037	65,000.00	5.500%	47,575.00	112,575.00	-
03/15/2038	-	-	45,787.50	45,787.50	-
06/30/2038	-	-	-	-	158,362.50
09/15/2038	65,000.00	5.500%	45,787.50	110,787.50	-
03/15/2039	-	-	44,000.00	44,000.00	-
06/30/2039	-	-	-	-	154,787.50
09/15/2039	70,000.00	5.500%	44,000.00	114,000.00	-
03/15/2040	-	-	42,075.00	42,075.00	-
06/30/2040	-	-	-	-	156,075.00
09/15/2040	75,000.00	5.500%	42,075.00	117,075.00	-
03/15/2041	-	-	40,012.50	40,012.50	-
06/30/2041	-	-	-	-	157,087.50
09/15/2041	80,000.00	5.500%	40,012.50	120,012.50	-
03/15/2042	-	-	37,812.50	37,812.50	-
06/30/2042	-	-	-	-	157,825.00
09/15/2042	85,000.00	5.500%	37,812.50	122,812.50	-
03/15/2043	-	-	35,475.00	35,475.00	-
06/30/2043	-	-	-	-	158,287.50
09/15/2043	90,000.00	5.500%	35,475.00	125,475.00	-
03/15/2044	-	-	33,000.00	33,000.00	-
06/30/2044	-	-	-	-	158,475.00
09/15/2044	90,000.00	5.500%	33,000.00	123,000.00	-
03/15/2045	-	-	30,525.00	30,525.00	-
06/30/2045	-	-	-	-	153,525.00
09/15/2045	100,000.00	5.500%	30,525.00	130,525.00	-
03/15/2046	-	-	27,775.00	27,775.00	-
06/30/2046	-	-	-	-	158,300.00
09/15/2046	105,000.00	5.500%	27,775.00	132,775.00	-
03/15/2047	-	-	24,887.50	24,887.50	-
06/30/2047	-	-	-	-	157,662.50
09/15/2047	110,000.00	5.500%	24,887.50	134,887.50	-
03/15/2048	-	-	21,862.50	21,862.50	-
06/30/2048	-	-	-	-	156,750.00
09/15/2048	115,000.00	5.500%	21,862.50	136,862.50	-
03/15/2049	-	-	18,700.00	18,700.00	-
06/30/2049	-	-	-	-	155,362.50
09/15/2049	120,000.00	5.500%	18,700.00	138,700.00	-
03/15/2050	-	-	15,400.00	15,400.00	-
06/30/2050	-	-	-	-	154,100.00
09/15/2050	130,000.00	5.500%	15,400.00	145,400.00	-
03/15/2051	-	-	11,825.00	11,825.00	-
06/30/2051	-	-	-	-	157,225.00
09/15/2051	135,000.00	5.500%	11,825.00	146,825.00	-
03/15/2052	-	-	8,112.50	8,112.50	-
06/30/2052	-	-	-	-	154,937.50
09/15/2052	145,000.00	5.500%	8,112.50	153,112.50	-
03/15/2053	-	-	4,125.00	4,125.00	-
06/30/2053	-	-	-	-	157,237.50
09/15/2053	150,000.00	5.500%	4,125.00	154,125.00	-
06/30/2054	-	-	-	-	154,125.00
	2,306,449.00		2,459,679.70	4,766,128.70	4,766,128.70

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Massachusetts School Building Authority

Deborah B. Goldberg
Chairman, State Treasurer

James A. MacDonald
Chief Executive Officer

John K. McCarthy
Executive Director / Deputy CEO

August 31, 2022

The Honorable Paul Brodeur, Mayor
City of Melrose
Melrose City Hall
562 Main Street
Melrose, MA 02176

Re: City of Melrose, Herbert Clark Hoover Elementary School, Horace Mann Elementary School

Dear Mayor Brodeur:

I am pleased to report that the Board of the Massachusetts School Building Authority (the “MSBA”) voted to approve the Proposed Accelerated Repair Project (the “Proposed Project”) in the City of Melrose (the “City”) for a roof replacement project at the Herbert Clark Hoover Elementary School, and a roof replacement project at the Horace Mann Elementary School.

The Board approved an Estimated Maximum Total Facilities Grant for each project as shown in the table below, which does not include any funds for potentially eligible Owner’s or Construction Contingency Expenditures. In the event that the MSBA determines that any Owner’s and/or Construction Contingency Expenditures are eligible for reimbursement, the Maximum Total Facilities Grant for the Herbert Clark Hoover Elementary School and Horace Mann Elementary School Projects may increase to each amount shown below. The final grant amounts will be determined by the MSBA based on a review and audit of all project costs incurred by the City, in accordance with the MSBA’s regulations, policies, and guidelines and the Project Funding Agreement. The final grant amount may be an amount less than the Estimated Maximum Total Facilities Grant.

Project Funding Agreement	Herbert Clark Hoover Elementary School	Horace Mann Elementary School
Estimated Maximum Total Facilities Grant	\$1,021,573	\$624,400
Maximum Total Facilities Grant	\$1,069,127	\$649,456

Pursuant to the terms of the MSBA’s Accelerated Repair Program, the City has 90 days to acquire and certify local approval for an appropriation and all other necessary local votes or approvals showing acceptance of the cost, site, type, scope and timeline for the Herbert Clark

Page 2
 August 31, 2022
 Melrose ARP PFA Board Action Letter

Hoover Elementary School and the Horace Mann Elementary School Projects. Upon receipt of the certified votes demonstrating local approval, the MSBA and the City will execute a Project Funding Agreement, which will set forth the terms and conditions pursuant to which the City will receive its grant from the MSBA. Once the Project Funding Agreement has been executed by both parties, the City will be eligible to submit requests for reimbursement for Proposed Project costs to the MSBA.

We will be contacting you soon to discuss these next steps in more detail, but in the meantime, I wanted to share with you the Board's approval of the Herbert Clark Hoover Elementary School and Horace Mann Elementary School Projects in the City of Melrose for a roof replacement project at the Herbert Clark Hoover Elementary School, and a roof replacement project at the Horace Mann Elementary School, and the Board's authorization to execute a Project Funding Agreement for these Proposed Projects.

Sincerely,



John K. McCarthy
 Executive Director

Cc: Legislative Delegation
 Christopher C. Cinella, President, Melrose City Council
 Denise M. Gaffey, Director of Planning and Community Development, City of Melrose
 Jen McAndrew, Chair, Melrose School Committee
 Dr. Julie Kukenberger, Superintendent, Melrose Public Schools
 Jon Lemieux, Owner's Project Manager, Vertex Companies, Inc.
 Joseph P. Viamari, Jr., Designer, Tighe & Bond, Inc.
 File: 10.2 Letters

Minutes Acceptance: Minutes of Jan 17, 2023 7:45 PM (Reading of the Minutes)

**EXHIBIT A
PROJECT BUDGET
CITY OF MELROSE
HERBERT CLARK HOOVER ELEMENTARY SCHOOL AND
HORACE MANN ELEMENTARY SCHOOL**

Minutes Acceptance: Minutes of Jan 17, 2023 7:45 PM (Reading of the Minutes)

PROJECT FUNDING AGREEMENT

City of Melrose
Herbert Clark Hoover Elementary School

8/24/2022

Total Project Budget: All costs associated with the project are subject to 963 CMR 2.16(5)	Estimated Budget	Scope Items Excluded from the Basis of Estimated Total Facilities Grant or Otherwise Ineligible	Basis of Estimated Total Facilities Grant ¹	Estimated Maximum Total Facilities Grant ¹
Feasibility Study Agreement				
OPM Feasibility Study	\$7,500	\$0	\$7,500	
A&E Feasibility Study	\$49,100	\$0	\$49,100	
Env. & Site	\$0	\$0	\$0	
Other	\$0	\$0	\$0	
Feasibility Study Agreement Subtotal	\$56,600	\$0	\$56,600	\$27,909
Administration				
Legal Fees	\$0	\$0	\$0	\$0
Owner's Project Manager				
Design Development	\$0	\$0	\$0	
Construction Contract Documents	\$20,434	\$0	\$20,434	
Bidding	\$8,960	\$0	\$8,960	
Construction Contract Administration	\$101,045	\$0	\$101,045	
Closeout	\$12,558	\$0	\$12,558	
Extra Services	\$0	\$0	\$0	
Reimbursable & Other Services	\$5,000	\$0	\$5,000	
Cost Estimates	\$0	\$0	\$0	
Advertising	\$0	\$0	\$0	
Permitting	\$0	\$0	\$0	
Owner's Insurance	\$0	\$0	\$0	
Other Administrative Costs	\$0	\$0	\$0	
Administration Subtotal	\$147,997	\$0	\$147,997	\$72,977
Architecture and Engineering				
Basic Services				
Design Development	\$0	\$0	\$0	
Construction Contract Documents	\$60,400	\$0	\$60,400	
Bidding	\$4,400	\$0	\$4,400	
Construction Contract Administration	\$34,600	\$0	\$34,600	
Closeout	\$3,600	\$0	\$3,600	
Other Basic Services	\$0	\$0	\$0	
Basic Services Subtotal	\$103,000	\$0	\$103,000	
Reimbursable Services				
Construction testing	\$0	\$0	\$0	
Printing (over minimum)	\$0	\$0	\$0	
Other Reimbursable Costs	\$0	\$0	\$0	
Hazardous Materials	\$10,700	\$0	\$10,700	
Geotech & Geo-Env.	\$0	\$0	\$0	
Site Survey	\$0	\$0	\$0	
Wetlands	\$0	\$0	\$0	
Traffic Studies	\$0	\$0	\$0	
Architectural/Engineering Subtotal	\$113,700	\$0	\$113,700	\$56,065
CM & Risk Preconstruction Services				
Pre-Construction Services	\$0	\$0	\$0	\$0
Site Acquisition				
Land/Building Purchase	\$0	\$0	\$0	
Appraisal Fees	\$0	\$0	\$0	
Recording fees	\$0	\$0	\$0	
Site Acquisition Subtotal	\$0	\$0	\$0	\$0
Construction Costs				
Construction Budget	\$0	\$0		
GMP Fee	\$0	\$0		
GMP Insurance	\$0	\$0		
GMP Contingency	\$0	\$0		
Division 1 - General Requirements	\$543,866	\$0		
Division 2 - Existing Conditions	\$340,900	\$0		
Division 3 - Concrete	\$0	\$0		
Division 4 - Masonry	\$16,200	\$0		
Division 5 - Metals	\$157,086	\$0		
Division 6 - Woods, Plastics and Composites	\$28,464	\$0		
Division 7 - Thermal and Moisture Protection	\$654,165	\$127,577		
Division 8 - Openings	\$0	\$0		
Division 9 - Finishes	\$0	\$0		
Division 10 - Specialties	\$0	\$0		
Division 11 - Equipment	\$0	\$0		
Division 12 - Furnishings	\$0	\$0		
Division 13 - Special Construction	\$0	\$0		
Division 14 - Conveying Systems	\$0	\$0		
Division 21 - Fire Suppression	\$0	\$0		
Division 22 - Plumbing	\$32,685	\$0		
Division 23 - HVAC	\$63,526	\$0		
Division 25 - Integrated Automation	\$0	\$0		
Division 26 - Electrical	\$44,124	\$0		
Division 27 - Communications	\$0	\$0		
Division 28 - Electronic Safety and Security	\$0	\$0		
Division 31 - Earthwork	\$0	\$0		
Division 32 - Exterior Improvements	\$0	\$0		
Division 33 - Utilities	\$0	\$0		
Construction Budget	\$1,881,016	\$127,577	\$1,753,439	\$864,621
Alternates				
	\$0	\$0	\$0	
	\$0	\$0	\$0	
	\$0	\$0	\$0	
Alternates Subtotal	\$0	\$0	\$0	\$0
Miscellaneous Project Costs				
Utility company Fees	\$0	\$0	\$0	
Testing Services	\$0	\$0	\$0	
Swing Space/Modulars	\$0	\$0	\$0	
Other Project Costs (Mailing & Moving)	\$0	\$0	\$0	
Misc. Project Costs Subtotal	\$0	\$0	\$0	\$0

Minutes Acceptance: Minutes of Jan 17, 2023 7:45 PM (Reading of the Minutes)

City of Melrose
Herbert Clark Hoover Elementary School

8/24/2022

Total Project Budget: All costs associated with the project are subject to 963 CMR 2.16(5)	Estimated Budget	Scope Items Excluded from the Basis of Estimated Total Facilities Grant or Otherwise Ineligible	Basis of Estimated Total Facilities Grant ¹	Estimated Maximum Total Facilities Grant ¹
<i>Furnishings and Equipment</i>				
<i>Furnishings</i>	\$0	\$0	\$0	
<i>Equipment</i>	\$0	\$0	\$0	
<i>Computer Equipment</i>	\$0	\$0	\$0	
FF&E Subtotal	\$0	\$0	\$0	\$0
Soft Costs that exceed 20% of Const'n Cost		\$0	\$0	
Project Budget	\$2,199,313	\$127,577	\$2,071,736	\$1,021,573

Board Authorization	
Project Budget	\$2,199,313
Scope Items Excluded or Otherwise Ineligible	-\$127,577
Basis of Estimated Total Facilities Grant ¹	\$2,071,736
Reimbursement Rate	49.31%
Estimated Maximum Total Facilities Grant ¹	\$1,021,573

Total Construction Contingency ²	\$94,051
Ineligible Construction Contingency ²	\$6,379
Potentially Eligible Construction Contingency ²	\$87,672
Total Owner's Contingency ²	\$13,085
Ineligible Owner's Contingency ²	\$4,318
Potentially Eligible Owner's Contingency ²	\$8,767
Total Potentially Eligible Contingency ²	\$96,439
Reimbursement Rate	49.31%
Potential Additional Contingency Grant Funds ²	\$47,554
Maximum Total Facilities Grant	\$1,069,127
Total Project Budget	\$2,306,449

This document was prepared by the MSBA based on a preliminary review of information and estimates provided by the Owner's Project Manager of City of Melrose for the Herbert Clark Hoover Elementary School project. Based on this preliminary review, certain budget, cost and scope items have been determined to be ineligible for reimbursement, however, this document does not contain a final, exhaustive list of all budget, cost and scope items which may be ineligible for reimbursement by the MSBA. Nor is it intended to be a final determination of which budget, cost and scope items may be eligible for reimbursement by the MSBA. All project budget, cost and scope items shall be subject to review and audit by the Authority, and the Authority shall determine, in its sole discretion whether any such budget, cost and scope items are eligible for reimbursement. The MSBA may determine that certain additional budget, cost and scope items are ineligible for reimbursement.

1. The estimated maximum facilities grant established for the Project Funding Agreement does not include any potentially eligible contingency funds and is subject to review and audit by the MSBA. At the time of PFA Bid Amendment, the Estimated Maximum Facilities Grant and the Maximum Total Facilities Grant will be adjusted to account for any budget revision requests submitted and approved by the MSBA at the time of establishing the Amendment.

2. Pursuant to Section 3.20 of the Project Funding Agreement and the applicable policies and guidelines of the Authority, any project costs associated with the reallocation or transfer of funds from either the Owner's contingency or the Construction contingency to other budget line items shall be subject to review by the Authority to determine whether any such costs are eligible for reimbursement by the Authority. All costs are subject to review and audit by the MSBA.

By signing this Total Project Budget, I hereby certify that I have read and understand the form and further certify, to the best of my knowledge and belief, that the information supplied by the District in the table above is true, accurate, and complete.

By:
Title: Chair of School Building Committee

Date: _____

By signing this Total Project Budget, I hereby certify that I have read and understand the form and further certify, to the best of my knowledge and belief, that the information supplied by the District in the table above is true, accurate, and complete.

By:
Title: Superintendent of Schools

Date: _____

By signing this Total Project Budget, I hereby certify that I have read and understand the form and further certify, to the best of my knowledge and belief, that the information supplied by the District in the table above is true, accurate, and complete.

By:
Title: Chief Executive Officer

Date: _____

By signing this Total Project Budget, I hereby certify that I have read and understand the form and further certify, to the best of my knowledge and belief, that the information supplied by the District in the table above is true, accurate, and complete.

By:
Title: Chair of School Committee

Date: _____

Minutes Acceptance: Minutes of Jan 17, 2023 7:45 PM (Reading of the Minutes)

City of Melrose
Horace Mann Elementary School

8/24/2022

Total Project Budget: All costs associated with the project are subject to 963 CMR 2.16(5)	Estimated Budget	Scope Items Excluded from the Basis of Estimated Total Facilities Grant or Otherwise Ineligible	Basis of Estimated Total Facilities Grant ¹	Estimated Maximum Total Facilities Grant ¹
Feasibility Study Agreement				
OPM Feasibility Study	\$7,500	\$0	\$7,500	
A&E Feasibility Study	\$40,700	\$0	\$40,700	
Env. & Site	\$0	\$0	\$0	
Other	\$0	\$0	\$0	
Feasibility Study Agreement Subtotal	\$48,200	\$0	\$48,200	\$23,767
Administration				
Legal Fees	\$0	\$0	\$0	\$0
Owner's Project Manager				
Design Development	\$0	\$0	\$0	
Construction Contract Documents	\$20,434	\$0	\$20,434	
Bidding	\$8,960	\$0	\$8,960	
Construction Contract Administration	\$101,045	\$0	\$101,045	
Closeout	\$12,558	\$0	\$12,558	
Extra Services	\$0	\$0	\$0	
Reimbursable & Other Services	\$5,000	\$0	\$5,000	
Cost Estimates	\$0	\$0	\$0	
Advertising	\$0	\$0	\$0	
Permitting	\$0	\$0	\$0	
Owner's Insurance	\$0	\$0	\$0	
Other Administrative Costs	\$0	\$0	\$0	
Administration Subtotal	\$147,997	\$0	\$147,997	\$72,977
Architecture and Engineering				
Basic Services				
Design Development	\$0	\$0	\$0	
Construction Contract Documents	\$41,400	\$0	\$41,400	
Bidding	\$4,400	\$0	\$4,400	
Construction Contract Administration	\$28,800	\$0	\$28,800	
Closeout	\$3,600	\$0	\$3,600	
Other Basic Services	\$0	\$0	\$0	
Basic Services Subtotal	\$78,200	\$0	\$78,200	
Reimbursable Services				
Construction testing	\$0	\$0	\$0	
Printing (over minimum)	\$0	\$0	\$0	
Other Reimbursable Costs	\$0	\$0	\$0	
Hazardous Materials	\$5,400	\$0	\$5,400	
Geotech & Geo-Env.	\$0	\$0	\$0	
Site Survey	\$0	\$0	\$0	
Wetlands	\$0	\$0	\$0	
Traffic Studies	\$0	\$0	\$0	
Architectural/Engineering Subtotal	\$83,600	\$0	\$83,600	\$41,223
CM & Risk Preconstruction Services				
Pre-Construction Services	\$0	\$0	\$0	\$0
Site Acquisition				
Land/Building Purchase	\$0	\$0	\$0	
Appraisal Fees	\$0	\$0	\$0	
Recording fees	\$0	\$0	\$0	
Site Acquisition Subtotal	\$0	\$0	\$0	\$0
Construction Costs				
Construction Budget	\$0	\$0		
GMP Fee	\$0	\$0		
GMP Insurance	\$0	\$0		
GMP Contingency	\$0	\$0		
Division 1 - General Requirements	\$321,849	\$0		
Division 2 - Existing Conditions	\$212,272	\$0		
Division 3 - Concrete	\$0	\$0		
Division 4 - Masonry	\$0	\$0		
Division 5 - Metals	\$5,380	\$0		
Division 6 - Woods, Plastics and Composites	\$16,656	\$0		
Division 7 - Thermal and Moisture Protection	\$475,936	\$96,869		
Division 8 - Openings	\$0	\$0		
Division 9 - Finishes	\$0	\$0		
Division 10 - Specialties	\$0	\$0		
Division 11 - Equipment	\$0	\$0		
Division 12 - Furnishings	\$0	\$0		
Division 13 - Special Construction	\$0	\$0		
Division 14 - Conveying Systems	\$0	\$0		
Division 21 - Fire Suppression	\$0	\$0		
Division 22 - Plumbing	\$29,864	\$0		
Division 23 - HVAC	\$25,226	\$0		
Division 25 - Integrated Automation	\$0	\$0		
Division 26 - Electrical	\$25,960	\$0		
Division 27 - Communications	\$0	\$0		
Division 28 - Electronic Safety and Security	\$0	\$0		
Division 31 - Earthwork	\$0	\$0		
Division 32 - Exterior Improvements	\$0	\$0		
Division 33 - Utilities	\$0	\$0		
Construction Budget	\$1,113,143	\$96,869	\$1,016,274	\$501,125
Alternates				
	\$0	\$0	\$0	
	\$0	\$0	\$0	
	\$0	\$0	\$0	
Alternates Subtotal	\$0	\$0	\$0	\$0
Miscellaneous Project Costs				
Utility company Fees	\$0	\$0	\$0	
Testing Services	\$0	\$0	\$0	
Swing Space/Modulars	\$0	\$0	\$0	
Other Project Costs (Mailing & Moving)	\$0	\$0	\$0	
Misc. Project Costs Subtotal	\$0	\$0	\$0	\$0

Minutes Acceptance: Minutes of Jan 17, 2023 7:45 PM (Reading of the Minutes)

City of Melrose
Horace Mann Elementary School

8/24/2022

Total Project Budget: All costs associated with the project are subject to 963 CMR 2.16(5)	Estimated Budget	Scope Items Excluded from the Basis of Estimated Total Facilities Grant or Otherwise Ineligible	Basis of Estimated Total Facilities Grant ¹	Estimated Maximum Total Facilities Grant ¹
Furnishings and Equipment				
Furnishings	\$0	\$0	\$0	
Equipment	\$0	\$0	\$0	
Computer Equipment	\$0	\$0	\$0	
FF&E Subtotal	\$0	\$0	\$0	\$0
Soft Costs that exceed 20% of Const'n Cost		\$29,797	-\$29,797	
Project Budget	\$1,392,940	\$126,666	\$1,266,274	\$624,400

Board Authorization	
Project Budget	\$1,392,940
Scope Items Excluded or Otherwise Ineligible	-\$126,666
Basis of Estimated Total Facilities Grant ¹	\$1,266,274
Reimbursement Rate	49.31%
Estimated Maximum Total Facilities Grant ¹	\$624,400

Total Construction Contingency ²	\$55,657
Ineligible Construction Contingency ²	\$4,843
Potentially Eligible Construction Contingency ²	\$50,814
Total Owner's Contingency ²	\$11,580
Ineligible Owner's Contingency ²	\$11,580
Potentially Eligible Owner's Contingency ²	\$0
Total Potentially Eligible Contingency ²	\$50,814
Reimbursement Rate	49.31%
Potential Additional Contingency Grant Funds ²	\$25,056
Maximum Total Facilities Grant	\$649,456
Total Project Budget	\$1,460,177

This document was prepared by the MSBA based on a preliminary review of information and estimates provided by the Owner's Project Manager of City of Melrose for the Horace Mann Elementary School project. Based on this preliminary review, certain budget, cost and scope items have been determined to be ineligible for reimbursement, however, this document does not contain a final, exhaustive list of all budget, cost and scope items which may be ineligible for reimbursement by the MSBA. Nor is it intended to be a final determination of which budget, cost and scope items may be eligible for reimbursement by the MSBA. All project budget, cost and scope items shall be subject to review and audit by the Authority, and the Authority shall determine, in its sole discretion whether any such budget, cost and scope items are eligible for reimbursement. The MSBA may determine that certain additional budget, cost and scope items are ineligible for reimbursement.

1. The estimated maximum facilities grant established for the Project Funding Agreement does not include any potentially eligible contingency funds and is subject to review and audit by the MSBA. At the time of PFA Bid Amendment, the Estimated Maximum Facilities Grant and the Maximum Total Facilities Grant will be adjusted to account for any budget revision requests submitted and approved by the MSBA at the time of establishing the Amendment.

2. Pursuant to Section 3.20 of the Project Funding Agreement and the applicable policies and guidelines of the Authority, any project costs associated with the reallocation or transfer of funds from either the Owner's contingency or the Construction contingency to other budget line items shall be subject to review by the Authority to determine whether any such costs are eligible for reimbursement by the Authority. All costs are subject to review and audit by the MSBA.

By signing this Total Project Budget, I hereby certify that I have read and understand the form and further certify, to the best of my knowledge and belief, that the information supplied by the District in the table above is true, accurate, and complete.

By: _____
Title: Chair of School Building Committee

Date: _____

By signing this Total Project Budget, I hereby certify that I have read and understand the form and further certify, to the best of my knowledge and belief, that the information supplied by the District in the table above is true, accurate, and complete.

By: _____
Title: Superintendent of Schools

Date: _____

By signing this Total Project Budget, I hereby certify that I have read and understand the form and further certify, to the best of my knowledge and belief, that the information supplied by the District in the table above is true, accurate, and complete.

By: _____
Title: Chief Executive Officer

Date: _____

By signing this Total Project Budget, I hereby certify that I have read and understand the form and further certify, to the best of my knowledge and belief, that the information supplied by the District in the table above is true, accurate, and complete.

By: _____
Title: Chair of School Committee

Date: _____

Minutes Acceptance: Minutes of Jan 17, 2023 7:45 PM (Reading of the Minutes)

**EXHIBIT B
PROJECT SCOPE
CITY OF MELROSE
HERBERT CLARK HOOVER ELEMENTARY SCHOOL AND
HORACE MANN ELEMENTARY SCHOOL**

Minutes Acceptance: Minutes of Jan 17, 2023 7:45 PM (Reading of the Minutes)

PROJECT FUNDING AGREEMENT

Schematic Design Submission Checklist MSBA Accelerated Repair Program



District: Melrose Public Schools

School: Herbert Clark Hoover Elementary School

Scope: Roof Replacement

Schematic Design Deliverables:

OPM	District	
☒	☒	Project Narrative: - Existing conditions analysis (hazardous materials, structural, etc.) - Explanation of proposed solution - Designer statement that the proposed solution meets the Massachusetts Stretch Energy Code and/or the International Energy Conservation Code
☒	☒	Code Analysis
☒	☒	Schematic Design Drawings
☒	☒	Cost Estimate (CSI Format) - Include all Proposed Alternates
☒	☒	Form 3011 – Total Project Budget
☒	☒	Project Cash Flow (cumulative line chart illustrating Total Project Budget)
☒	☒	Project Schedule (Gantt Chart)
☒	☒	Accelerated Repair Program Reimbursement Rate Certification signed by the District
☒	☒	Proposed project scope and budget vote language in compliance with MSBA standard vote language

Minutes Acceptance: Minutes of Jan 17, 2023 7:45 PM (Reading of the Minutes)

Schematic Design Submission Checklist MSBA Accelerated Repair Program



Program Guidelines and Project Funding Agreement:

OPM	District	
☒	☒	MSBA Board of Directors authorization to execute a Project Funding Agreement is tied to the specific project scope and budget presented in the Schematic Design.
☒	☒	The portion of the Construction Contingency potentially eligible for reimbursement is set at 5% of the total estimated eligible construction costs as included in the PFA's Total Project Budget and is intended for hard costs only. The MSBA will complete one Change Order review per district in which the MSBA will review Change Orders for eligibility not validity. All ineligible costs will not be reimbursed.
☒	☒	The portion of the Owner's Contingency potentially eligible for reimbursement is set at 0.5% of the total estimated eligible construction costs as included in the PFA's Total Project Budget and is intended for soft costs only. All ineligible costs will not be reimbursed.
☒	☒	Prior to securing project funding, the district will draft proposed project scope and budget vote language in compliance with MSBA standard vote language and will provide the vote language to the MSBA for review and approval prior to taking the vote.
☒	☒	After bids have been received and actual construction costs are established, the district's potential Project Funding Agreement must be revised to reflect the actual construction costs in accordance with paragraph 2.3 of the Project Funding Agreement. If there are bid savings, the MSBA shares in the cost savings by reducing the maximum facilities grant to reflect reimbursable costs. If there is a bid overage, construction contingency is transferred to the construction budget to reflect the additional costs and is deemed ineligible. The transfer of construction contingency due to the bid overage results in a reduction to the maximum facilities grant.
☒	☒	MSBA's standardized Schedule of Values will be used by the district to ensure that all budget entries in the MSBA's ProPay system mirror the Total Project Budget Form 3011 following the PFA Bid Amendment. The MSBA will only reimburse eligible costs if they are entered to the correct cost codes in the Total Project Budget.
☒	☒	Budget Revision Requests will be submitted by the district in a timely manner to reflect changes to the Total Project Budget. After a Budget Revision Request is executed, the district will enter the Budget Revision Request into the ProPay system for approval by the MSBA.

Schematic Design Submission Checklist MSBA Accelerated Repair Program



☒	☒	MSBA's Audit Department will review requests for reimbursement in the ProPay system of \$50,000 or more. All reimbursement requests which are less than \$50,000 will be returned to the district without review. All districts are encouraged to attend ProPay training conducted by the Audit Department following the execution of a Project Funding Agreement.
☒	☒	OPM monthly reporting begins when the OPM contract is executed and continues until the project receives Board of Directors approval of the final audit. Failure to submit timely and complete reports may impact district reimbursement review and payment. OPM monthly reporting supports MSBA review of reimbursement requests.

I certify, as evidenced by the boxes set forth under the heading, "Schematic Design Deliverables," which I have checked above, that I have fulfilled all requirements described in Section 8.2 of the MSBA Standard Contract for Project Management Services (Accelerated Repair Program) by submitting the listed deliverables by the established deadline to the MSBA. I further certify, as evidenced by the boxes set forth under the heading, "Program Guidelines and Project Funding Agreement," which I have checked above, that I have explained the Program Guidelines and Project Funding Agreement to the district.

I understand that if a conflict is created between this form and the Project Funding Agreement, the Project Funding Agreement is the controlling document. I also understand that if a conflict is created between this form and the MSBA Standard Contract for Project Management Services (Accelerated Repair Program), the MSBA Standard Contract is the controlling document. I further recognize that the purpose of this form is to further understand the Project Funding Agreement and the MSBA Standard Contract for Project Management Services (Accelerated Repair Program).

Title: Project Director, Owner's Project Manager
Firm: The Vertex Companies, LLC
Date: June 27, 2022

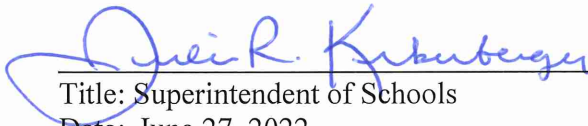
I certify, as evidenced by the boxes set forth under the heading, "Program Guidelines and Project Funding Agreement," which I have checked above, that I have read and understand the Program Guidelines and Project Funding Agreement. I certify, as evidenced by the boxes set forth under the heading, "Schematic Design Deliverables," which I have checked above, that I have reviewed the enumerated deliverables within the Schematic Design Submittal with the Owner's Project Manager and Designer. I further

Schematic Design Submission Checklist MSBA Accelerated Repair Program



certify, as evidenced by the boxes set forth under the heading, "Schematic Design Deliverables," which I have checked above, that the OPM has explained to me the OPM's responsibilities as described in Section 8.2 of the MSBA Standard Contract for Project Management Services (Accelerated Repair Program) to submit the designer's deliverables listed above.

I understand that if a conflict is created between this form and the Project Funding Agreement, the Project Funding Agreement is the controlling document. I also understand that if a conflict is created between this form and the MSBA Standard Contract for Project Management Services (Accelerated Repair Program), the MSBA Standard Contract is the controlling document. I further recognize that the purpose of this form is to further understand the Project Funding Agreement and the MSBA Standard Contract for Project Management Services (Accelerated Repair Program).


Title: Superintendent of Schools
Date: June 27, 2022

Minutes Acceptance: Minutes of Jan 17, 2023 7:45 PM (Reading of the Minutes)

Section 1

Project Narrative

1.1 Introduction

The City of Melrose is currently participating in the Massachusetts School Building Authority (MSBA) Accelerated Repair Program (ARP) and has submitted a Statement of Interest for repairs at the Herbert Clark Hoover School. The Vertex Companies, LLC and Tighe & Bond, Inc. were subsequently designated as the Owner's Project Manager (OPM) and Designer, respectively for the proposed project.

The Herbert Clark Hoover School is located at 37 Glendower Road in Melrose, MA. The school building is a two-story brick masonry building with an approximate roof area of 18,000 square feet, which was constructed in 1964. The school has undergone several renovations over time, including a window and door replacement in 2015 and a prefabricated, wood-framed modular building addition in 2017. The first floor of the school generally consists of classrooms, storage rooms, a multipurpose room, a teacher's lounge, administrative and nurse offices, a library, bathrooms, and a boiler room. The second floor contains classrooms and bathrooms. The school currently serves approximately 300 students from kindergarten to fifth grade.

The team assembled for execution of the Herbert Clark Hoover School project includes the following members:

- | | |
|----------------------------------|---|
| • Funding Agency | Massachusetts School Building Authority |
| • Owner | Melrose Public Schools |
| • OPM | The Vertex Companies, LLC |
| • Designer | Tighe & Bond Designer Services, Inc. |
| • Cost Estimating | Ellana Construction Consultants. |
| • Hazardous Materials Assessment | Tighe & Bond Designer Services, Inc. |
| • Code Review | Tighe & Bond Designer Services, Inc. |
| • Structural/Construction Admin | Frawley Engineering, P.C. |

1.2 Existing Conditions

1.2.1 Roof

The existing Ethylene Propylene Diene Monomer (EPDM) roof system was constructed over an original coal tar pitch and gravel built up roof. Based on documents provided by the District, the original roof on the 1964 area consisted of 5 ply built-up coal tar pitch and gravel over 1.5" rigid insulation on a steel deck. Based on recent site visits and field investigation, ½" fiberboard and EPDM membrane were installed over the original roof system. The largest portion of the roof area is ballasted with gravel, while several smaller sections are fully adhered.

There is significant evidence of water damage inside the building from roof leaks and numerous deficiencies in the roofing membrane. The roof does not provide adequate thermal performance and drainage. Based on the site observations and investigation, the existing roofing system and majority of associated appurtenances appear to be in poor condition and are beyond their useful life.



Photo 1: Roof Over Main Building



Photo 2: Roof Over Lower Building

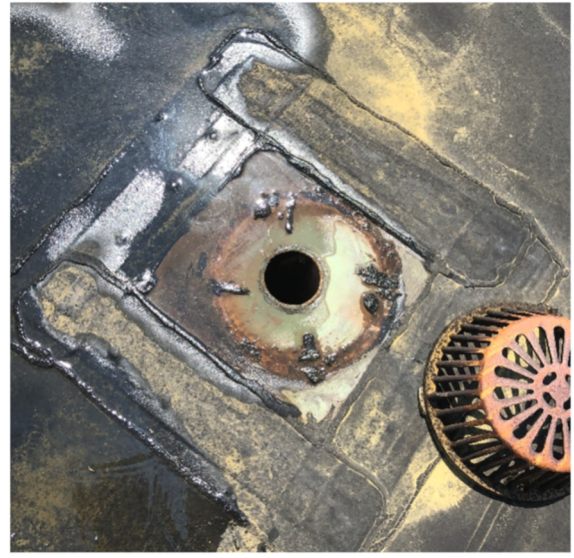
The modular addition constructed in 2017 consists of a single ply membrane roofing system and is not included as part of this project.

1.2.2 Plumbing

There are existing roof drains that are tied into the storm drainage system in the building. The drains appear to be in working order, however some are rusted and in poor condition.

One storm leader exits the building and runs above a sub-roof near the main entrance toward a vertical storm leader tied into the underground storm drainage system.

Plumbing vents penetrate the roof in multiple locations to provide pressure relief for the school's sanitary piping system. The vent piping is in good condition with expected rust on the pipe interior.

**Photo 3:** Roof Drain**Photo 4:** Roof Drain**Photo 5:** Storm Leader Routed on Roof

1.2.3 HVAC

There are seven exhaust fans (EFs) installed on the main building's roof and rooftop air handling units are located on the temporary addition, which is not part of this project.

Most of the exhaust fans appear original and are well beyond the 15-25-year life expectancy. One exhaust fan, identified as "#6" on the 1964 drawings, has been replaced and appears that it can be re-used.



Photo 6: HVAC Equipment on Main Roof

1.2.4 Electrical

The existing electrical items on the roof are limited to electrical connections to HVAC equipment requiring electrical power. It is assumed that each HVAC fan has an integral or equipment-mounted disconnect. In addition, loose telecommunication cables run across the roof from the north wall to an entrance cap near the roof hatch.

1.3 Recommended Solutions

1.3.1 Roof Replacement

Replacement of the existing roof system at the Herbert Clark Hoover School is recommended for improving thermal performance, roof drainage, overall energy efficiency of the building and remedying numerous roof leaks. The following items below outline the proposed scope of work for the project, including demolition. Schematic Design plans with additional detail are included in Appendix B.

Roof Demolition will include:

- Removal of the existing single-ply, adhered and ballasted EPDM membrane roofing systems
- Removal of existing built-up coal tar pitch and gravel roof system
- Removal of the existing rigid insulation
- Removal of the existing access hatch
- Repair of the steel roof deck as needed
- Removal and storage of existing HVAC equipment
- Removal of existing fascia, blocking, damaged curbing, and flashing

- Disposal of existing roofing materials as asbestos waste.

Proposed Roof Improvements will include:

- Repair of any damaged or compromised steel roof decking discovered during demolition
- Installation of a fully-adhered EPDM roofing system. The new roofing system will include, from bottom to top:
 - Fiberglass-reinforced gypsum sheathing cover board
 - Base sheet/ combination air and vapor barrier
 - New polyisocyanurate rigid insulation. The new insulation will meet the stretch energy code. Insulation thickness will provide a minimum R-value of 30. Tapered insulation will be installed to provide a positive pitch toward roof drains.
 - ½" coverboard installed over the insulation
 - Fully-adhered EPDM roofing membrane
- Installation of new curbing, blocking, flashing, metal fascia, and roof drains
- Installation of new access hatches and ladders

1.3.2 Plumbing Systems

Plumbing Demolition will include:

- Removal of all existing roof drains. Existing rain leaders within building will be cut and capped away from the drain body and prepared for reconnection.
- Removal of storm drain leader and it's supports located on the roof. Piping will be cut and capped at the edge of the roof and prepared for reconnection into the vertical storm leader.

Proposed Plumbing Improvements will include:

- Installation of new roof drains and associated piping. All new roof drains will be of the same type.
- Installation of 1" thick insulation on drain bodies and any new associated piping.
- Inspection of existing drainage piping, including snaking the pipes to check for clogs and jetting the pipes should there be any clogs present.
- Installation and rerouting of the new storm leader on the roof to the underground connection. New piping will be provided with supports.
- Extension of vent piping as required to maintain clearance above roof of 18-24".

1.3.3 HVAC Systems

HVAC Demolition will include:

- Disconnection, removal, and storage of roof fan #6.
- Curb for fan #6 to remain.
- Removal, and disposal of all other roof exhaust fans and curbs.
- Prior to unit removal, exhaust fans will be tested and airflows recorded for final balancing efforts.
- Installation of temporary caps for all ductwork.
- Installation of temporary caps over fan #6 curb that is to remain.

HVAC Improvements will include:

- Replacement off all roof exhaust fans, except #6. Replace fans in kind based on original design drawing schedules.
- Installing new curbs for new exhaust fans, including transition curbs as required for fan connection to existing roof opening.
- Repairing curbs and/or blocking and extending existing curb as required to minimum of 12" above new roof for remaining fan.
- Installation of new Exhaust Fans with integral disconnects.
- Reinstallation of retained Exhaust Fan.
- Reconnecting and sealing units to existing ductwork.
- Connecting units to existing controls.
- Re-balancing systems to match pre-existing airflows.

1.3.4 Electrical Systems

The proposed electrical work will include:

- Disconnecting and making safe all existing electrical devices with connections to mechanical equipment. Once the existing equipment is placed back in its permanent location after roofing, the electrical connections will be re-energized. For any equipment that has moved, the existing conduit and wires will be extended as required.
- Installation of exterior weatherproof GFI receptacles and weatherproof luminaire will be located on the roof within 25'-0" of any exterior equipment per NEC. New receptacles and luminaire will be mounted to ¾" rigid galvanized steel or to an adjacent wall if possible.
- Removal and reconnection of telecommunication cable. Upon reconnection cables will be secured and rerouted for safety.

1.4 ARP Sustainability Requirements

MSBA's ARP requires use of the Stretch Energy Code (780 CMR – Appendix AA and 2018 IECC) as the basis of design for ARP projects for roof replacement. Below is a table comparison of the required code values for the relevant project items and the values for the proposed assemblies. The proposed solutions and items for the Herbert Clark Hoover School meet or exceed the ARP sustainability requirements.

Roofs	Maximum U-Value (Btu/hr·ft ² ·°F)	Minimum R-Value (°F·ft ² ·hr/Btu)
Required	0.032	30
Proposed	0.032	30

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Herbert Clark Hoover School Repairs Project

Building Code Analysis

This analysis summarizes codes requirements applicable to the project scope for the Herbert Clark Hoover School Repairs Project. This summary includes general code information applicable to the overall project and more specific requirements related to roof replacement activities.

Applicable codes for this project include:

- International Building Code 2015 (IBC)
- International Existing Building Code 2015 (IEBC)
- International Energy Conservation Code 2018 (IECC)
- 248 CMR 10.00 Uniform State Plumbing Code (2017)
- Commonwealth of Massachusetts State Building Code, Ninth edition 780 CMR (including amendments to the IBC, IECC and IEBC)
- Massachusetts Stretch Energy Code 780 Appendix AA
- Architectural Access Board Regulations 521 CMR (AAB)
- American Society of Civil Engineers – Minimum Design Loads for Buildings and Other Structures (ASCE 7-05)
- National Electrical Code NFPA 70

Section 1 – General Code

Use and Occupancy Classification (305 IBC 2015 & 780 CMR)

- Educational (E)
 - Due to the anticipated scope of work, roof replacement, Level 1 alterations of the IEBC will be triggered. Level 1 alterations encompass the removal and replacement of materials that serve the same purpose. Any new elements must comply with the requirements for new construction.

Types of Construction (602 IBC 2015 & 780 CMR)

- Type III Construction – Construction is that type of construction in which the exterior walls are of noncombustible materials and the interior building elements are of any material permitted by this code. Fire-retardant-treated wood framing complying with Section 2303.2 shall be permitted within exterior wall assemblies of a 2-hour rating or less.

Alterations Level 1 (503 IEBC 2015 & 780 CMR)

- Removal and replacement or the covering of existing materials, elements, or fixtures using new materials, elements, equipment, or fixtures that serve the same purpose.

Material and Methods (702.6 & Chapter 8 IEBC 2015 & 780 CMR)

- All new work shall comply with materials and methods requirements in the IBC, IEBC, IECC, IMC, and MSPC, as applicable that specify material standards, details of installation and connection, joints, penetrations, and continuity of any element, component, or system in the building.

Section 2 – Requirements Applicable to Roof Replacement Work**Building Envelope Requirements (IECC 2015, Table C402.3)**

- Roof Maximum U-Factors
 - Insulation entirely above deck – U-0.032
- Roof Minimum R-Values
 - Insulation entirely above deck – R-30

Massachusetts State Building Code (780 CMR Amendments)

- Dead loads on an existing roof may not increase by more than 5% due to a re-roofing project.
- If the additional dead loads exceed 5%, the structure must conform to current snow load requirements.
- Since a similar EPDM roofing system (and ballast in some locations) is being removed from the roof prior to roof replacement, the new roof system is not anticipated to increase the dead load on the roof by more than 5%.

Code of Federal Regulations Title 29 (29 CFR)

- Holes – each employee on walking/working surfaces shall be protected from falling through holes more than 6 feet above lower levels, by personal fall-arrest systems, covers, or guardrail systems erected around such holes.

Snow Drift Implications of Added Insulation (IECC 2015)

- 2015 IBC Code section 1608 pertains to current snow load requirements and requires use of ASCE 7. Increasing the insulation thickness on an existing roof requires the roof meet current Code requirements. The snow load requirements have snow drift loading requirements that, when calculated for the Herbert Clark Hoover School result in a potential area of overload extending 15 feet from the high wall sections of the roof.
- IECC Section C501.2 notes that this code shall not prevent the continued use and maintenance of an existing building lawfully in existence at the time of adoption of the code. Section C501.5 permits utilization of like materials for repairs, provided that hazards to life, health, or property are not created.
- IECC Section C503.1 states, Alterations shall not overload existing building systems and an exception to IECC requirements is provided for roof recovering projects. To prevent overloading of the existing building, existing insulation thickness will be maintained a distance of 15 feet from the high roof areas.

Uniform State Plumbing Code 248 CMR 10.00

- Storm Drain leaders are sized based on roof area served. The roof is broken up into six areas, which are served by 2", 3" and 4" roof drains. These roof drain can respectively capture storm water from 720sqft, 2200sqft and 4600sqft of roof area per 248 CMR 10.0. The roof drain sizes installed suffice for the school's roof. The new roof drains will use the same outlet size as the existing ones.

Section 4 – Accessibility Requirements

Existing Building (3.3 MAAB 521 CMR)

- Requirements for an accessible entry, toilet, drinking fountain, and telephone (if pay phones are provided) will be triggered based on the estimated cost of the project. A proponent is required to provide these items if the cost of a renovation project exceeds \$500,000.
- If the work costs less than \$100,000, then only the work being performed is required to comply with 521 CMR.
- Exception: Whether performed alone or in combination with each other, the following types of alterations are not subject to 521 CMR 3.3.1, unless the cost of work exceeds \$500,000 or unless work is being performed on the entrance or toilet room.
 - Curb cuts
 - Alteration work which is limited solely to electrical mechanical, or plumbing systems; to abatement of hazardous materials; or retrofit of automatic sprinklers and does not involve the alteration of any elements or spaces required to be accessible under 521 CMR. Where electrical outlets and controls are altered, they must comply with 521 CMR
 - Roof repair or replacement, window repair or replacement, repointing and masonry repair work
 - Work related to septic system repairs, site utilities and landscaping.
- If the cost of the project, and any additional renovations completed within 36 months of the project, exceeds 30% +of the full and fair cash value of the building, the entire building must be upgraded as required to meet 521 CMR requirements.
- The building currently complies with ADA/AAB requirements and accessibility upgrades will not be required as part of this project.

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Minutes Acceptance: Minutes of Jan 17, 2023 7:45 PM (Reading of the Minutes)

HOOVER ELEMENTARY SCHOOL

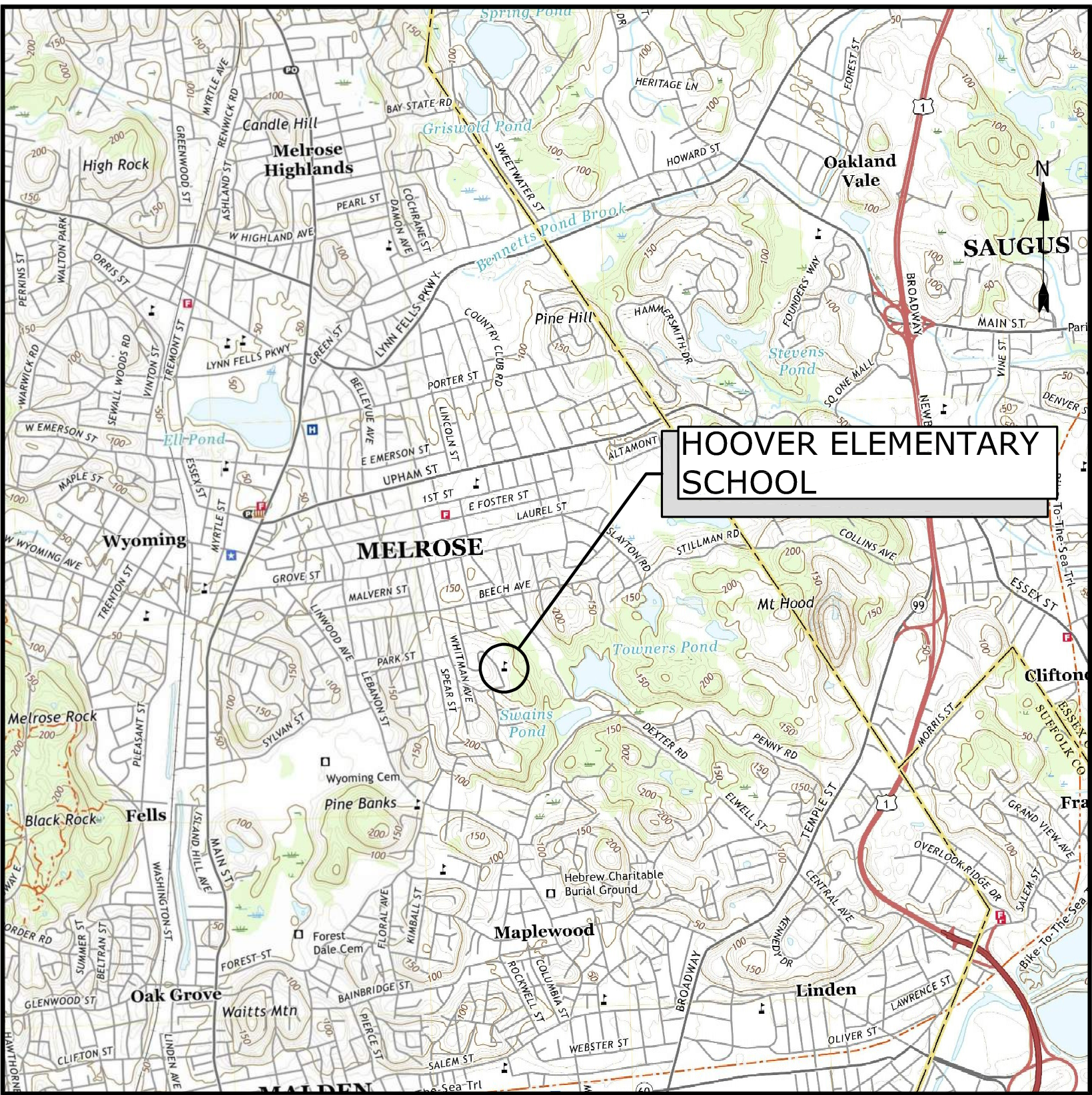
MSBA ACCELERATED REPAIR PROGRAM

ROOF REPLACEMENT PROJECT

MELROSE, MASSACHUSETTS

JUNE 2022

LIST OF DRAWINGS	
	COVER
G-001	ROOF PHOTOGRAPHS
AD-101	ROOF DEMOLITION PLAN
A-101	ROOF REPLACEMENT PLAN
A-501	ROOF DETAILS - 1
A-502	ROOF DETAILS - 2
P-101	PLUMBING ROOF PLAN
H-101	HVAC ROOF PLAN
E-101	ELECTRICAL ROOF PLAN



LOCATION MAP
SCALE: 1" = 2000'

PROJECT TEAM:

OWNER
CITY OF MELROSE
562 MAIN STREET
MELROSE, MA 02176

OWNER'S PROJECT MANAGER
THE VERTEX COMPANIES, INC.
400 LIBBEY PARKWAY
WEYMOUTH, MA 02189

COST ESTIMATING
ELLANA, INC.
98 NORTH WASHINGTON STREET
SUITE 109
BOSTON, MA 02114

FUNDING
MASSACHUSETTS SCHOOL
BUILDING AUTHORITY
40 BROAD STREET, SUITE 500
BOSTON, MA 02109

ENGINEER
TIGHE & BOND
DESIGNER SERVICES, INC.
53 SOUTHAMPTON ROAD
WESTFIELD, MA 01085

PREPARED BY:
Tighe&Bond

SCHEMATIC DESIGN
NOT FOR CONSTRUCTION
COMPLETE SET 9 SHEETS

SCHEMATIC DESIGN
NOT FOR CONSTRUCTION

Hoover
Elementary
School Roof
Replacement
Project

City Of Melrose

Melrose,
Massachusetts

A	06/20/2022	SCHEMATIC DESIGN
MARK	DATE	DESCRIPTION
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DATE: 06/20/2022		
FILE: M1215-026-HOOVER - G-001.dwg		
DRAWN BY: AH		
CHECKED: MPW		
APPROVED: JPV		
ROOF PHOTOGRAPHS		
SCALE:		AS SHOWN
G-001		



ROOF OVER MAIN BUILDING
NO SCALE

A
-



ROOF EQUIPMENT ON
BALLAST ROOF
NO SCALE

B
-



EXISTING CHIMNEY
NO SCALE

C
-



ROOF ACCESS HATCH
NO SCALE

D
-



DRAIN ON LOWER ROOF
NO SCALE

E
-



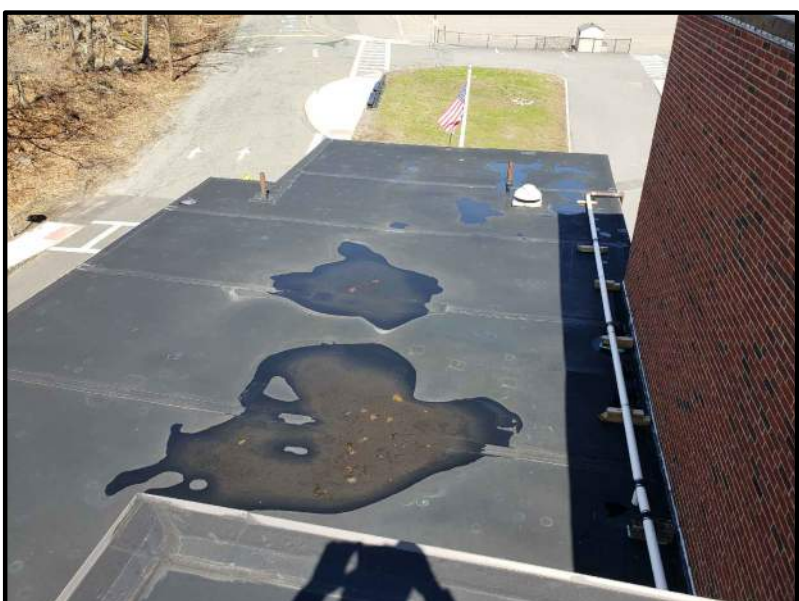
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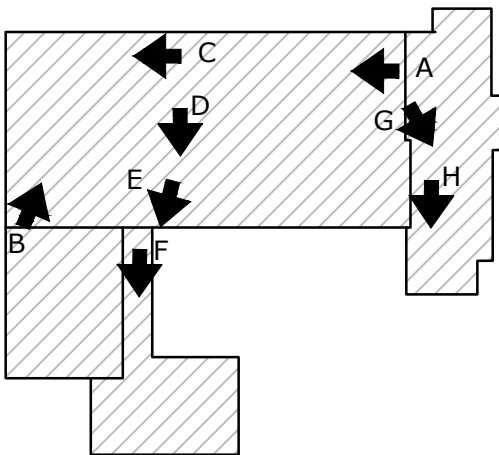
ROOF OVER LOWER BUILDING
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G
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ROOF OVER LOWER
BUILDING
NO SCALE

H
-



HOOVER KEYPLAN
NO SCALE

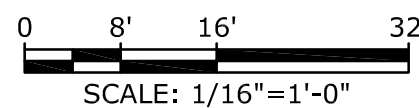
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← A PHOTOGRAPH LOCATION

Melrose,
Massachusetts

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FILE: M1215-026-HOOVER - AD-101.dwg		
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CHECKED: MPW		
APPROVED: JPV		

AD-101

Packet Pg. 299
Page 200 of 1200

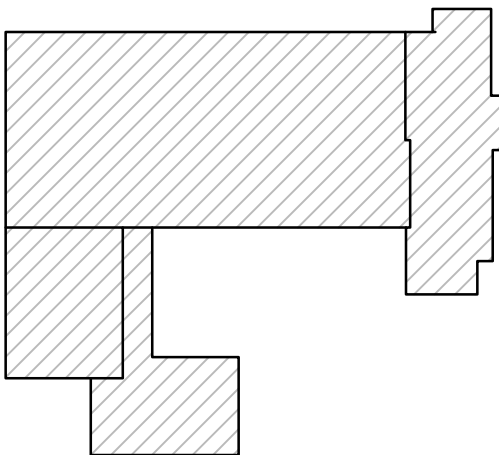
	ROOF DRAIN		EXISTING GOOSENECK (INTAKE OR EXHAUST)
	EXISTING VENT PIPE PENETRATION		EXISTING EXHAUST CAP OR AIR INTAKE
	EXISTING ROOFTOP EXHAUST FAN/DUCT WITH CURB		EXISTING CAPPED CURB
	EXISTING ROOFTOP EQUIPMENT ON SLEEPERS		EXISTING INSULATION THICKNESS TEST CUT
— G —	GAS PIPE ON PIPE SUPPORT	---	EXISTING CANOPY LINE
		---	EXISTING ROOF SLOPE LINE
			ITEM TO BE REMOVED/DEMOLISHED

1. REMOVE AND DISPOSE OF ALL EXISTING HVAC EQUIPMENT CURBS.
2. SEE SHEET H-101 FOR HVAC EQUIPMENT REQUIREMENTS.

A-101

1
-

HOOVER KEYPLAN
NO SCALE



0 8' 16' 32'

SCALE: 1/16"=1'-0"

1. INSTALL NEW CURBING FOR ALL HVAC EQUIPMENT. NEW CURBS MUST BE MINIMUM 12" ABOVE NEW ROOFING. INSTALL NEW CRICKETS TO ENSURE PROPER DRAINAGE AT ALL ROOF CURBS.
2. ADJUST ELEVATION OF ROOF EDGES TO MATCH THE MAXIMUM INSULATION THICKNESS AT EACH ROOF DECK ELEVATION TO PROVIDE A LEVEL ROOF PERIMETER.
3. ROOF SLOPE TO BE 1/8" PER FOOT MINIMUM UNLESS NOTED OTHERWISE.

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City Of Melrose

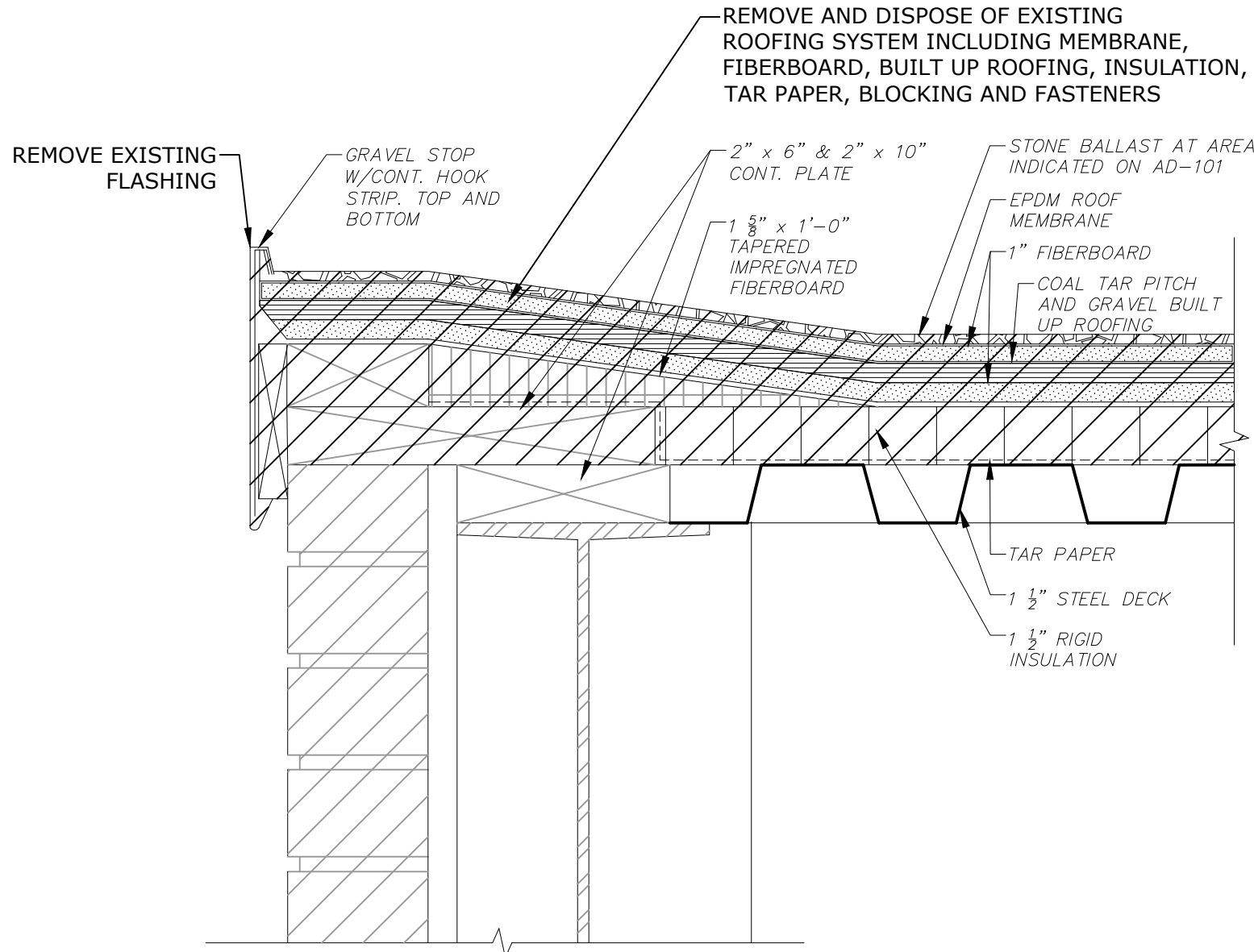
Melrose,
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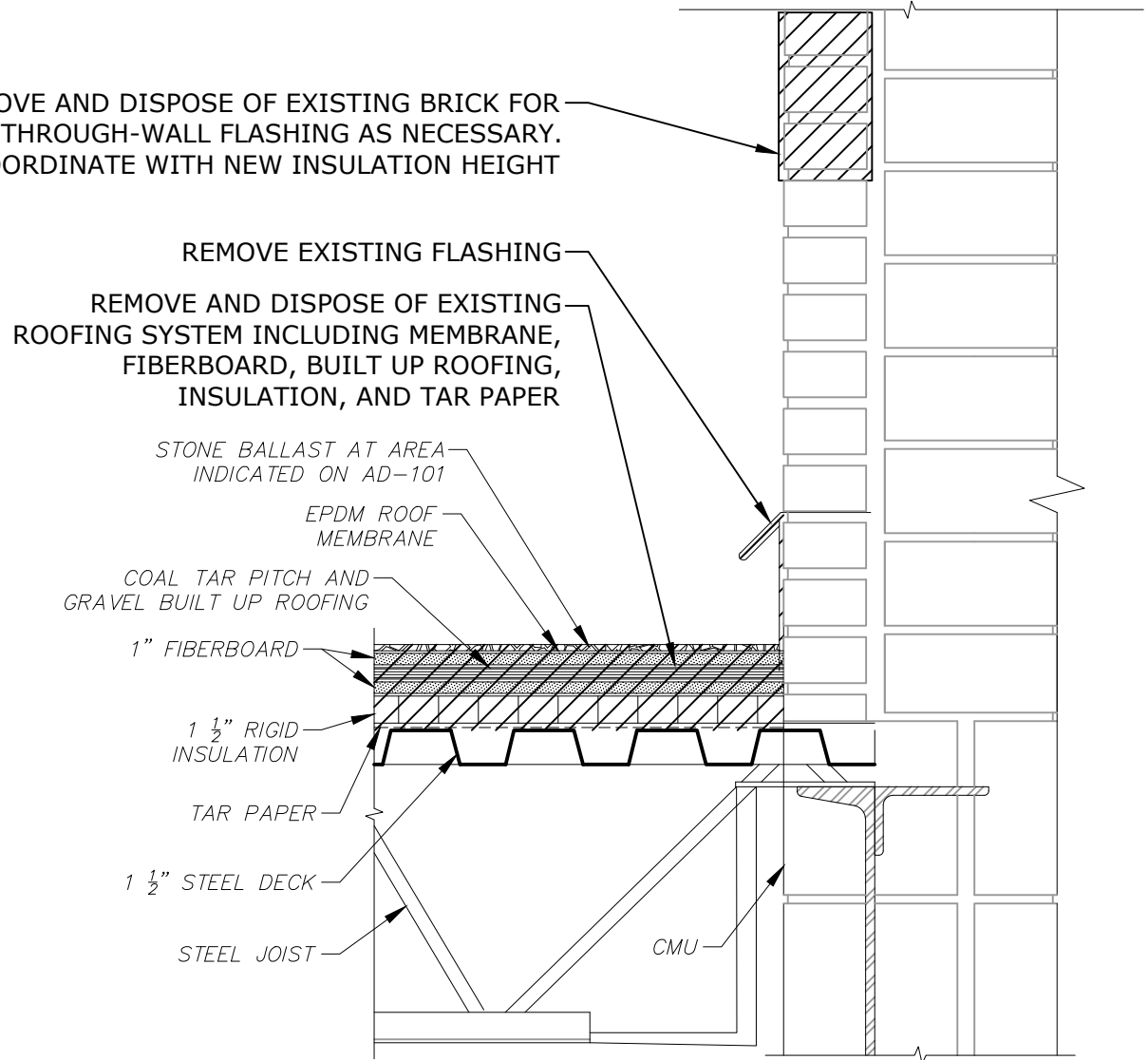
ROOF DETAILS - 1

SCALE: AS SHOWN

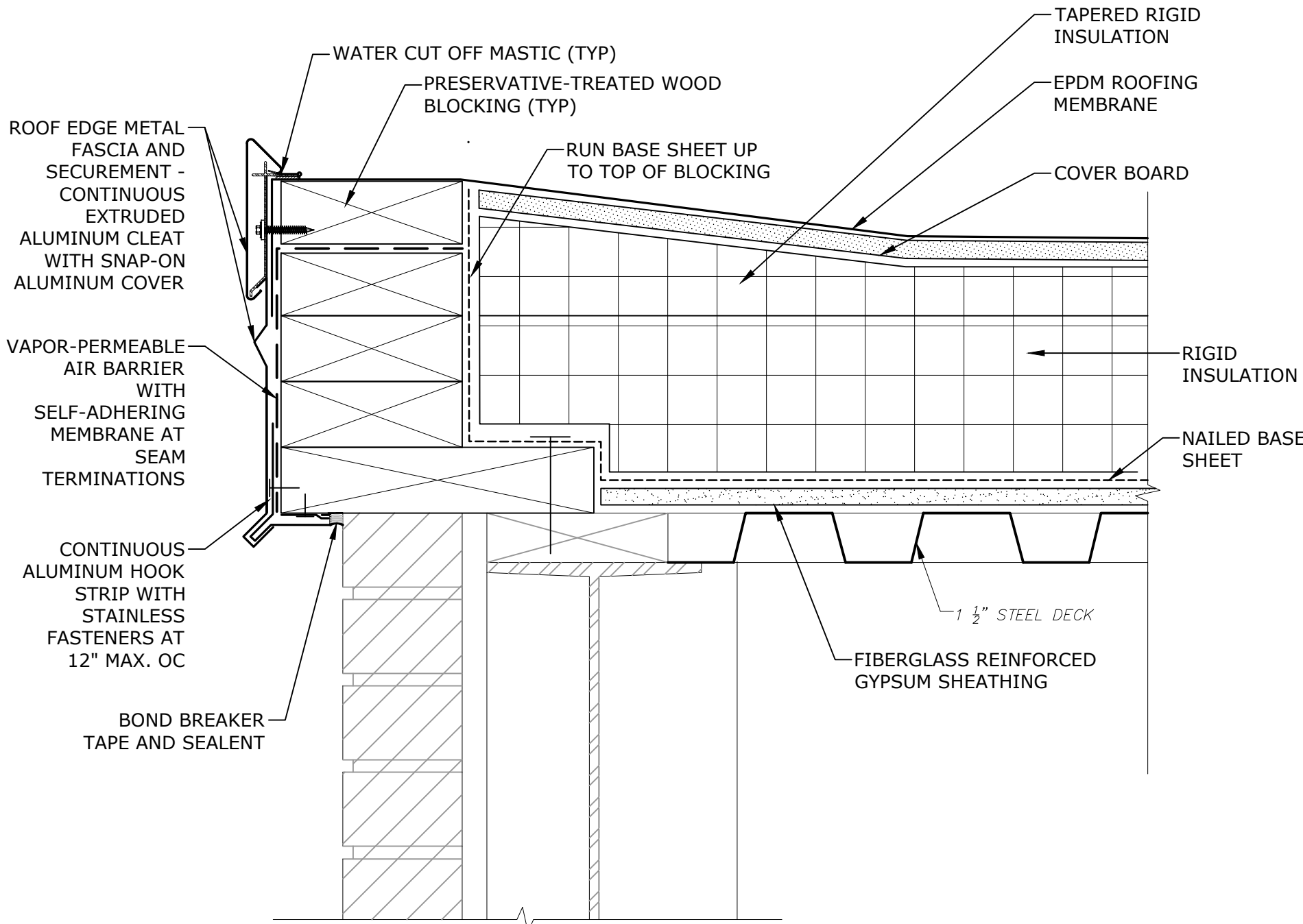
A-501



EXISTING



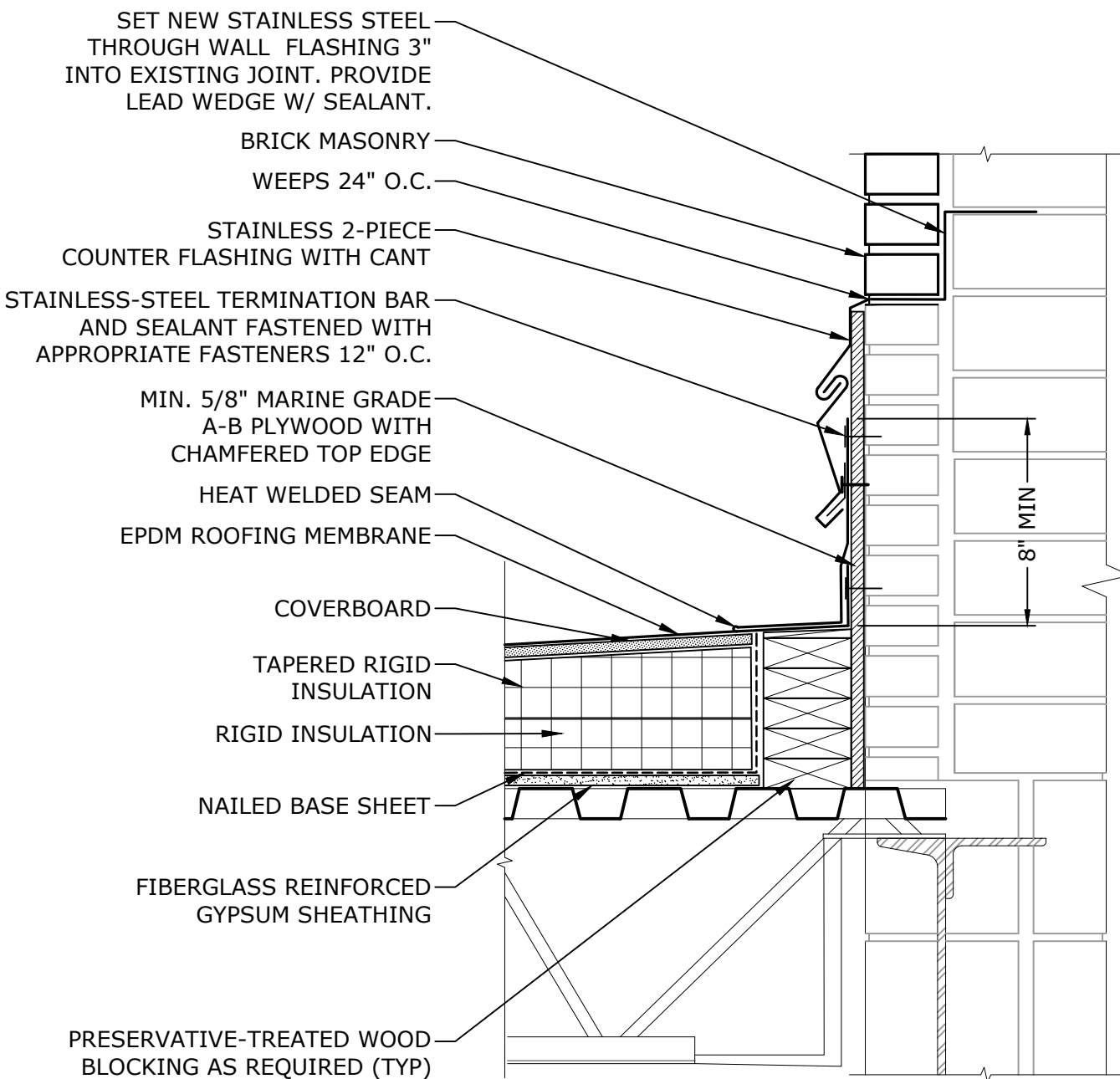
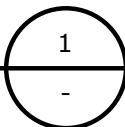
EXISTING



PROPOSED

ROOF EDGE DETAIL

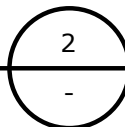
3" = 1'-0"



PROPOSED

ROOF TO WALL DETAIL

1-1/2" = 1'-0"



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Hoover
Elementary
School Roof
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Project

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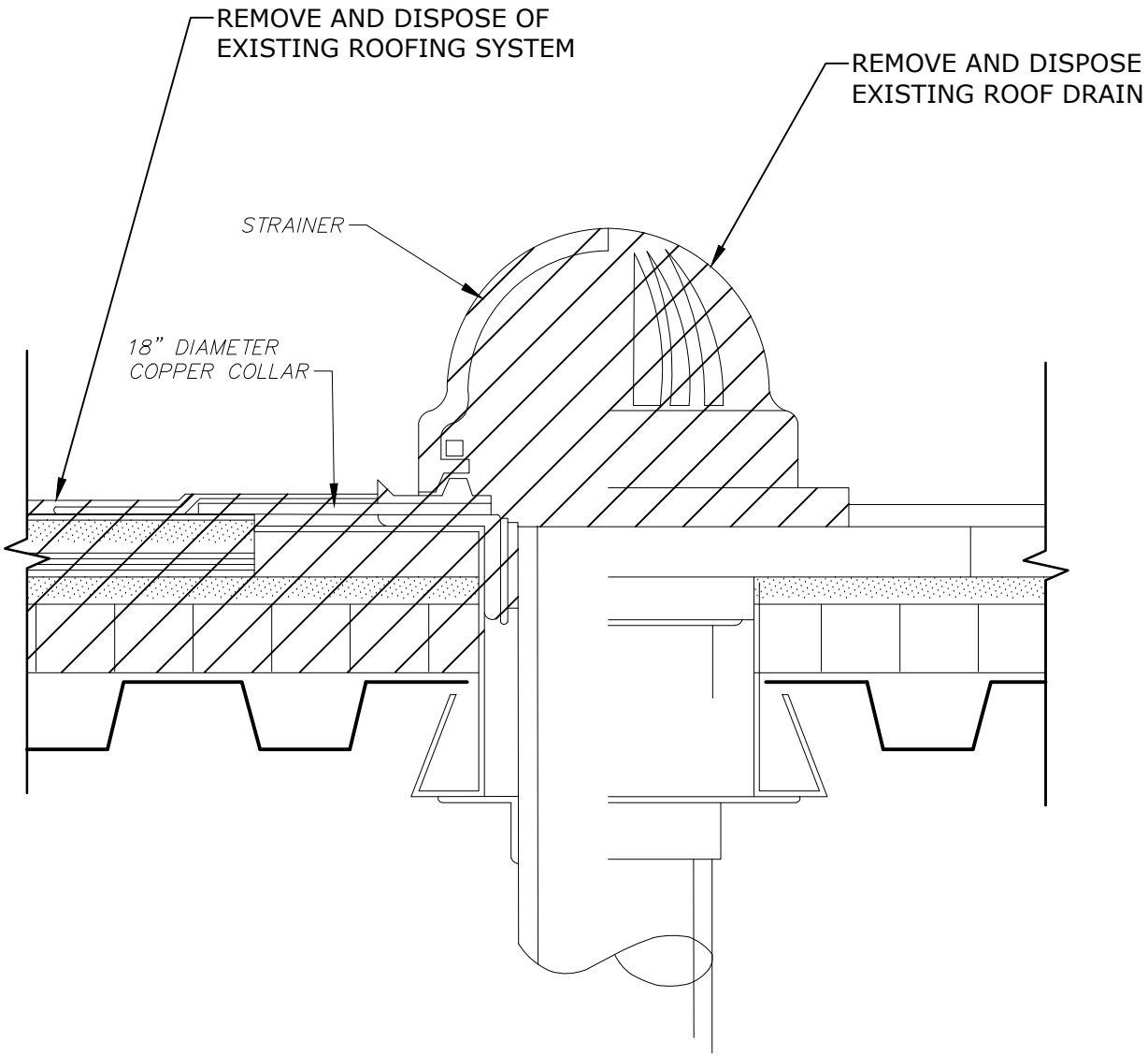
Melrose,
Massachusetts

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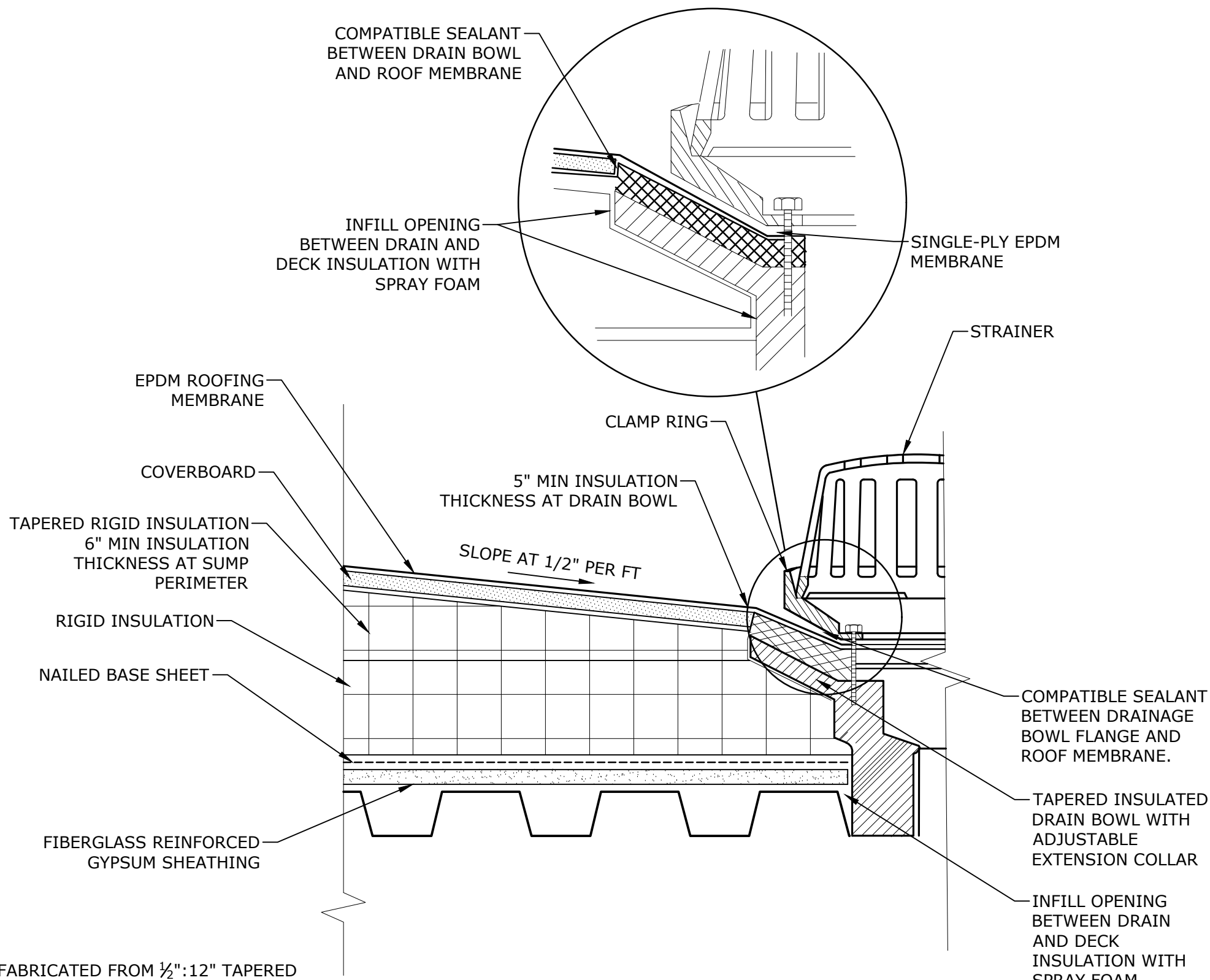
ROOF DETAILS - 2

SCALE: AS SHOWN

A-502



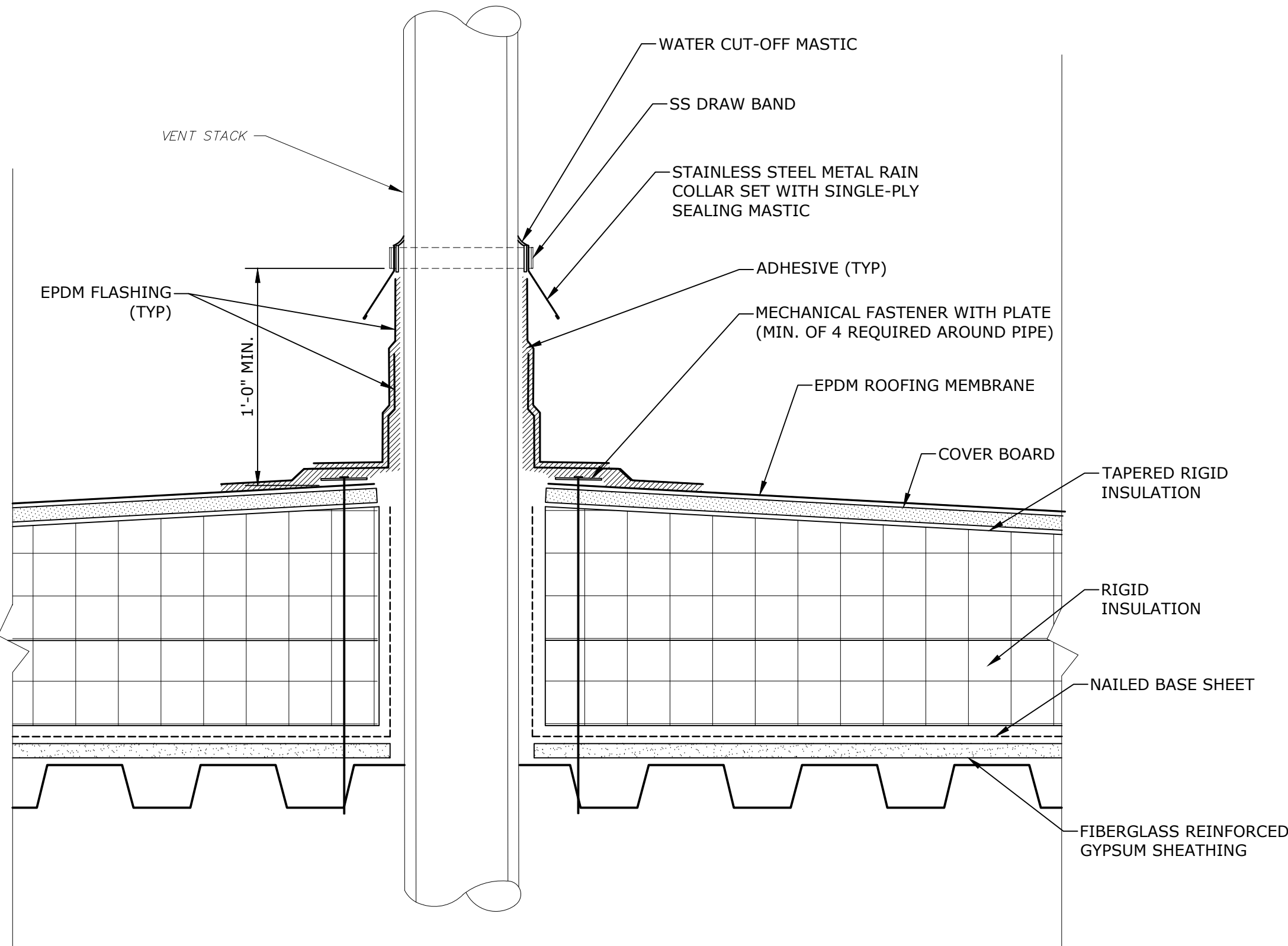
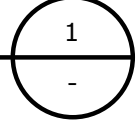
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PROPOSED

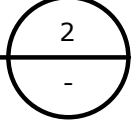
ROOF DRAIN DETAIL

3"=1'-0"



VENT STACK DETAIL

3"=1'-0"



NOTES

1. SUMP MAY BE FIELD-FABRICATED FROM ½":12" TAPERED INSULATION OR PROVIDED AS A PREFABRICATED UNIT.

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Hoover
Elementary
School Roof
Replacement
Project

City Of Melrose

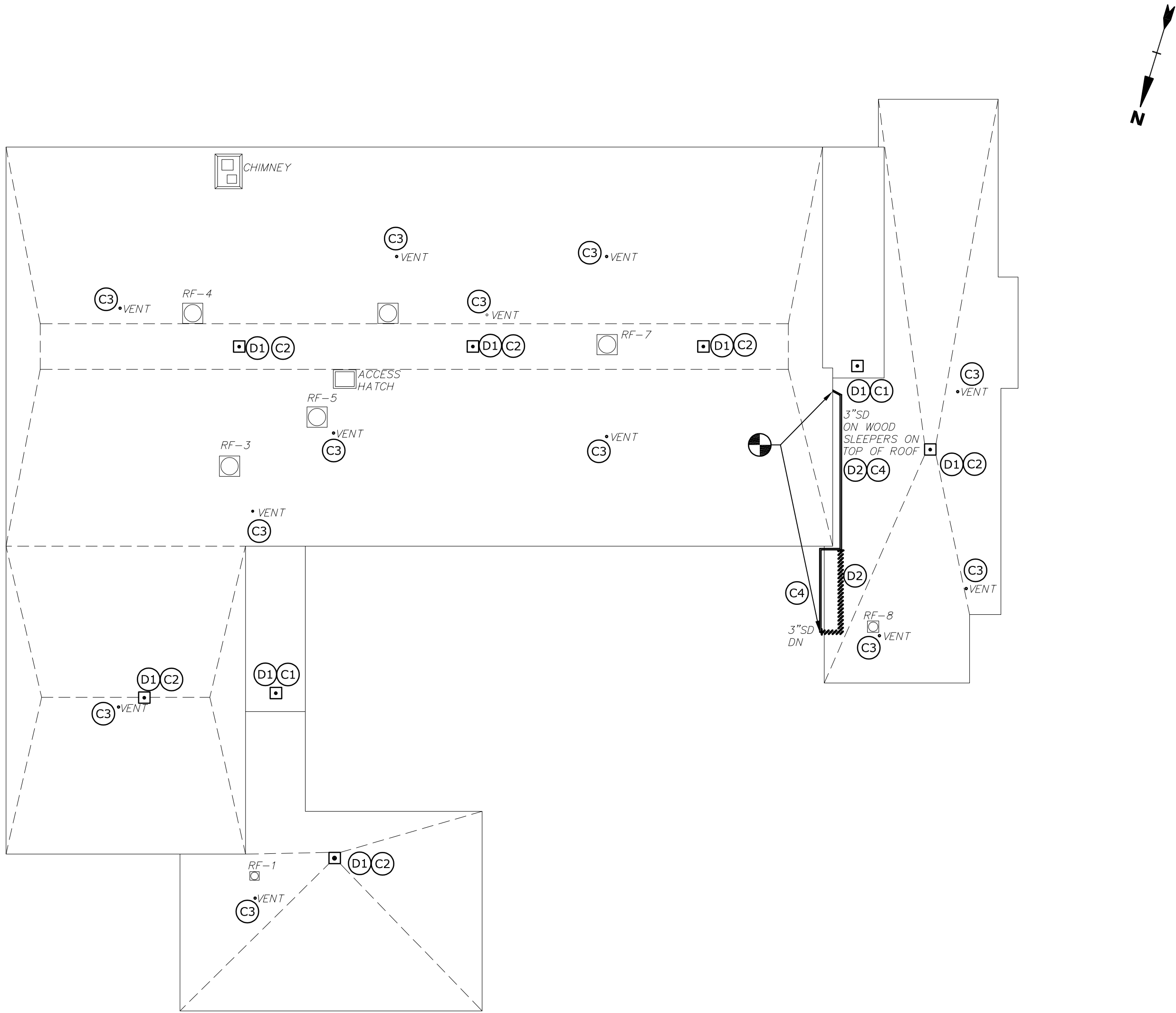
Melrose,
Massachusetts

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FILE: M1215-026-HOOVER - P-101.dwg		
DRAWN BY: JM		
CHECKED: MPW		
APPROVED: FJH, JPV		

PLUMBING ROOF PLAN

SCALE: AS SHOWN

P-101



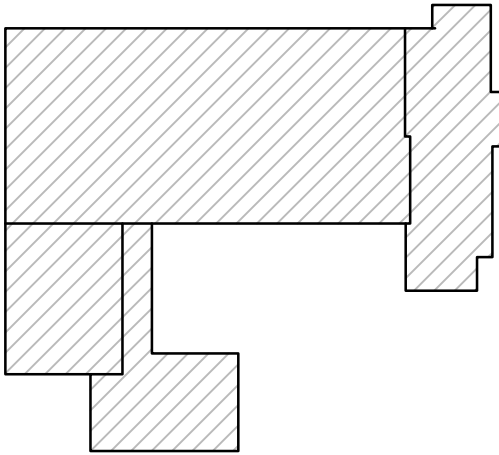
- LEGEND
- ACCESS HATCH
 - ROOF DRAIN
 - VENT PIPE PENETRATION
 - CONNECT TO EXISTING

DEMOLITION KEY NOTES:

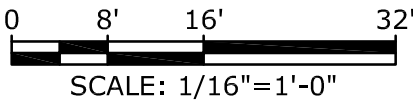
- D1 REMOVE EXISTING ROOF DRAINS. CUT AND CAP EXISTING DRAIN PIPING AWAY FROM DRAIN BODY WITHIN BUILDING. PREPARE FOR FUTURE CONNECTION. COORDINATE EXTENT OF DEMOLITION W/ ROOFING CONTRACTOR TO CONFIRM ADEQUATE CLEARANCE FOR NEW ROOFING INSTALLATION IS PROVIDED.
- D2 DEMOLISH RAIN LEADER AND SLEEPERS BACK TO WALL PENETRATION. DEMOLISH RAIN LEADER TOWARD GROUND AS REQUIRED TO CLEAR ROOF.

CONSTRUCTION KEY NOTES:

- C1 NEW ROOF DRAIN. PROVIDE NEW PIPING FROM DRAIN AND CONNECT TO EXISTING PIPING. INSULATE RD SUMP AND NEW SECTION OF STORM DRAIN PIPING WITH 1-INCH FIBERGLASS INSULATION WITH ASJ. INSULATION THERMAL CONDUCTIVITY TO BE 0.21-0.27 BTU-IN/(h-ft²-°F). ROOF DRAIN OUTLET SIZE AND PIPE SIZE TO MATCH EXISTING. COORDINATE INSTALLATION WITH ROOFING CONTRACTOR.
- C2 NEW ROOF DRAIN. DRAIN TO MATCH OUTLET SIZE OF 4". CONNECT NEW PIPE TO EXISTING STORM DRAINAGE SYSTEM WITHIN THE BUILDING. INSULATE RD SUMP AND NEW SECTION OF STORM DRAIN PIPING WITH 1-INCH FIBERGLASS INSULATION WITH ASJ. INSULATION THERMAL CONDUCTIVITY TO BE 0.21-0.27 BTU-IN/(h-ft²-°F). VERIFY TIE-IN LOCATION IN FIELD. COORDINATE WITH ROOFING CONTRACTOR AND G.C.
- C3 CONFIRM VENT SIZE IN FIELD. EXTEND VENT PIPE WITH SAME SIZE TO TERMINATE 24" ABOVE NEW ROOF.
- C4 PROVIDE NEW CI RAIN LEADER. CONNECT AT WALL PENETRATION, INSTALL WITH 1% PITCH ALONG NEW ROUTING SHOWN, ROUTE ABOVE DOOR TOWARD UNDERGROUND LEADER.



HOOVER KEYPLAN
NO SCALE



Hoover
Elementary
School Roof
Replacement
Project

City Of Melrose

Melrose,
Massachusetts

A	06/20/2022	SCHEMATIC DESIGN
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FILE: M1215-026-HOOVER - H-101.dwg		
DRAWN BY: JM		
CHECKED: MPW		
APPROVED: FJH, JPV		

HVAC ROOF PLAN

SCALE: AS SHOWN

H-101

GENERAL NOTES

1. VERIFY ALL EXISTING CONDITIONS AND DIMENSIONS PRIOR TO COMMENCEMENT OF WORK. COORDINATE ALL WORK WITH OTHER TRADES.
2. THE DRAWINGS ARE DIAGRAMMATIC AND INDICATE THE GENERAL ARRANGEMENT OF SYSTEMS AND WORK INCLUDED IN THE CONTRACT.
3. INSTALL EQUIPMENT AND SUPPORTS IN ACCORDANCE WITH ALL RELEVANT BUILDING CODES.
4. FIELD VERIFY QUANTITY OF MECHANICAL EQUIPMENT, AND SUPPORTS TO BE REMOVED.
5. PERFORM PRE-BALANCE TESTING OF ALL EXHAUST FANS PRIOR TO UNIT REMOVAL, RECORD AIRFLOWS FOR FINAL BALANCING EFFORTS. PROVIDE REPORT TO ENGINEER.
6. PROVIDE TEMPORARY CAPS FOR ALL DUCTWORK. NO DUCTWORK SHALL REMAIN OPEN AT ANY TIME.
7. DURING DEMOLITION, CONTROL WIRING IS TO BE DISCONNECTED AND PROTECTED FOR FUTURE USES/RECONNECTION.
8. PROVIDE NEW HVAC EQUIPMENT PER SCHEDULES. PROVIDE REQUIRED DUCTWORK TRANSITIONS FROM EXISTING DUCTWORK TO NEW FANS AS REQUIRED.
9. ALL MATERIALS, METHODS AND EQUIPMENT INSTALLED MUST BE IN COMPLIANCE WITH PROJECT SPECIFICATIONS AND APPLICABLE CODES.

GENERAL DEMOLITION NOTES

1. IT IS NOT THE INTENT OF THESE DOCUMENTS TO SHOW EVERY DEVICE, APPURTENANCE, PIPE, WIRE, OR CONDUIT TO BE REMOVED. HVAC EQUIPMENT, UNITS, AND SYSTEMS NOT BEING REUSED SHALL BE REMOVED IN THEIR ENTIRETY INCLUDING ASSOCIATED SUPPORTS.
2. PROPERLY DISPOSE OF DEMOLISHED EQUIPMENT IN COMPLIANCE WITH CODES, REGULATIONS, AND DEP STANDARDS. INVENTORY, SALVAGE AND TURN OVER OR DISPOSE OF EQUIPMENT AT DIRECTION OF OWNER.
3. ALL EXISTING SYSTEMS SHALL BE MADE FULLY OPERATIONAL, INCLUDING RECONNECTION TO SERVICES AND DUCTWORK.
4. EXISTING EQUIPMENT TO BE REMOVED AND RE-INSTALLED SHALL BE FIELD VERIFIED FOR QUANTITY AND CONDITION. KEEP AN ACCURATE RECORD OF STORED EQUIPMENT INCLUDING CONDITION.
5. SYSTEMS REQUIRED TO REMAIN IN OPERATION DURING DEMOLITION SHALL BE CAREFULLY PROTECTED FROM DAMAGE AND CONTAMINATION BY THE CONSTRUCTION PROCESS.

DRAWING DEMOLITION NOTES:

- (D1) DISCONNECT, AND DEMOLISH EXHAUST FAN. PROVIDE TEMPORARY CAP OVER DUCT OPENING. MEASURE AIRFLOW OF EXISTING FAN PRIOR TO UNIT REMOVAL.
- (D2) DISCONNECT, REMOVE, AND STORE EXHAUST FAN. PROVIDE TEMPORARY CAP OVER DUCT OPENING. EXISTING CURB TO REMAIN.

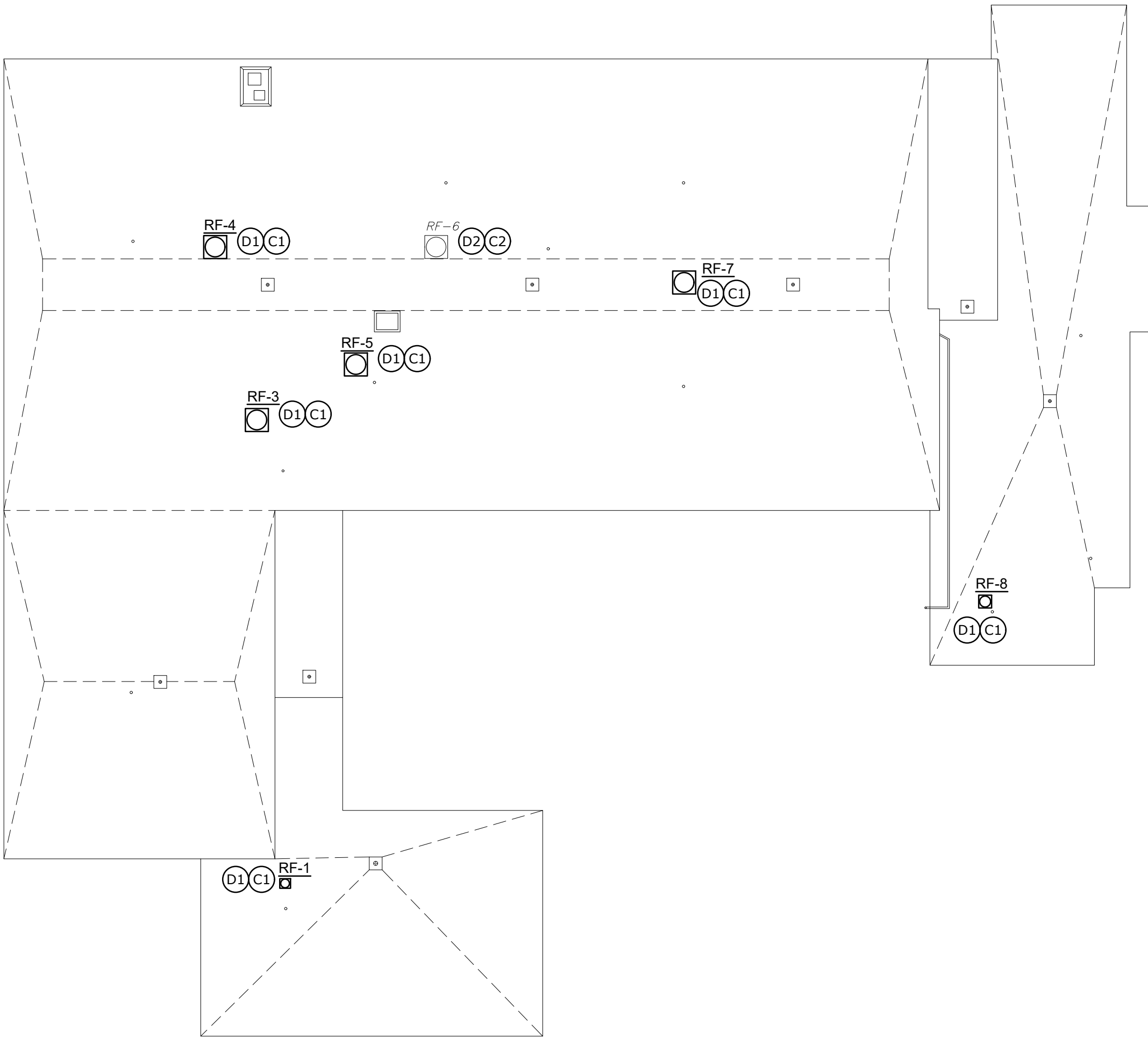
DRAWING CONSTRUCTION NOTES:

- (C1) INSTALL NEW EXHAUST FAN ON CURB, RECONNECT AND SEAL TO EXISTING DUCTWORK. CONNECT FANS TO EXISTING CONTROLS AND BALANCE SYSTEMS TO MATCH SCHEDULED OR EXISTING AIRFLOWS. IF SCHEDULED AND EXISTING AIRFLOWS DIFFER, COORDINATE BALANCING VALUES WITH ENGINEER.
- (C2) RE-INSTALL REMOVED FAN ON CURB, RECONNECT AND SEAL TO EXISTING DUCTWORK. CONNECT FAN TO EXISTING CONTROLS AND BALANCE SYSTEMS TO MATCH SCHEDULED OR EXISTING AIRFLOWS.



LEGEND

- [Hatched Box] ACCESS HATCH
- [Box with X] EXHAUST FAN

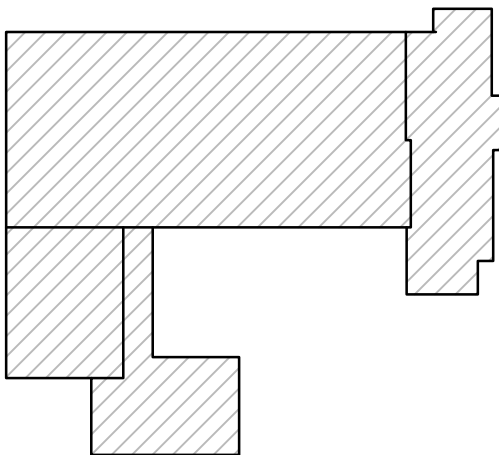


FAN SCHEDULE

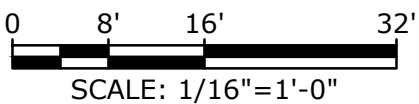
UNIT NO.	LOCATION	SERVING	MANUFACTURER	TYPE	MODEL	CFM	ESP (IN W.C.)	RPM	BHP [W]	MHP	SPEED CONTROL	ELECTRICAL			REMARKS
												VOLTS	PH	FLA	
RF-1	ROOF	KINDERGARTEN	LOREN COOK	DOWNBLAST CENTRIFUGAL, DIRECT DRIVE FAN W BDD, DS AND EC MOTOR	101C17DEC	620	¼	1312	[60]	¼	EC	115	1	0.5	[1][2][3][4][5][6]
FAN 2	KITCHEN	KITCHEN		INLINE FAN	B-12	700	¼	1140	-	¼	-	208	1	-	[9]
RF-3	ROOF	2ND FLOOR CLASSROOMS	LOREN COOK	DOWNBLAST CENTRIFUGAL, DIRECT DRIVE FAN W BDD, DS AND EC MOTOR	165C17D(VF)	2000	¾	892	0.25	½	EC	115	1	4.1	[1][2][3][4][5][6]
RF-4	ROOF	ALL PURPOSE ROOM	LOREN COOK	DOWNBLAST CENTRIFUGAL, DIRECT DRIVE FAN W BDD, DS AND EC MOTOR	210C17D(VF)	2500	¾	597	0.28	½	EC	115	1	4.3	[1][2][3][4][5][6]
RF-5	ROOF	1SR AND 2ND FLOOR TOILETS	LOREN COOK	DOWNBLAST CENTRIFUGAL, DIRECT DRIVE FAN W BDD, DS AND EC MOTOR	150C17D(VF)	1500	¾	921	0.17	¼	EC	115	1	3.2	[1][2][3][4][5][6]
RF-6	ROOF	1ST FLOOR CLASSROOMS	USA VENTILATION SYSTEMS LLC	DOWNBLAST CENTRIFUGAL, BELT DRIVEN FAN W BDD AND DS	DB24RH3S	3640	½	610	-	¾	-	208	3	-	[7][8]
RF-7	ROOF	2ND FLOOR CLASSROOMS	LOREN COOK	DOWNBLAST CENTRIFUGAL, DIRECT DRIVE FAN W BDD, DS AND EC MOTOR	165C17D(VF)	2000	¾	892	0.25	½	EC	115	1	4.1	[1][2][3][4][5][6]
RF-8	ROOF	TEACHERS	LOREN COOK	DOWNBLAST CENTRIFUGAL, DIRECT DRIVE FAN W BDD, DS AND EC MOTOR	LCRF-100	375	¼	1256	0.05	⅙	EC	115	1	1.9	[1][2][3][4][5][6]

SCHEDULE NOTES:

- [1] DEMOLISH AND REPLACE.
- [2] FURNISH NEW ROOF CURBS (INSTALLED BY GC) WITH NEW FANS. CONFIRM ROOF OPENING, PROVIDE TRANSITION CURBS AS REQUIRED. CURB EDGE MINIMUM 12" ABOVE NEW ROOFING.
- [3] PROVIDE ELECTRONICALLY COMMUTATED MOTORS (ECMS) AND MOTOR MOUNTED SPEED CONTROLS FOR BALANCING.
- [4] PROVIDE FACTORY MOUNTED NEMA 3 DISCONNECT SWITCH.
- [5] PROVIDE HINGED CURB BASE.
- [6] PROVIDE WITH BAROMETRIC BACKDRAFT DAMPERS.
- [7] REMOVE, RETAIN, AND RE-INSTALL.
- [8] REUSE EXISTING CURB AND BLOCKING FOR RETAINED FAN. CURB EDGE MUST BE MINIMUM 12" ABOVE NEW ROOFING, PROVIDE CURB ADAPTER AND/OR CURB EXTENSION AS REQUIRED.
- [9] EXISTING, NOT IN SCOPE.



HOOVER KEYPLAN
NO SCALE



Hoover Elementary School Roof Replacement Project

Melrose,
Massachusetts

A	06/20/2022	SCHEMATIC DESIGN
MARK	DATE	DESCRIPTION
PROJECT NO:		M1215-026
DATE:		06/20/2022
FILE: M1215-026-HOOVER - E-101.dwg		
DRAWN BY:		AH
CHECKED:		MPW
APPROVED:		FJH, JPV

SCALE: AS SHOWN

Packet Pg. 305
Page 305 of 1298



0 8' 16' 32

SCALE: 1/16"=1'-0"

- ① DISCONNECT EXISTING EQUIPMENT. SECURE CONDUCTORS AND MAKE SAFE FOR ROOF INSTALLATION. LOCK OUT TAG OUT CIRCUIT AT LOCAL OVERCURRENT PROTECTION DEVICE. RECONNECT TO REINSTALLED OR NEW EQUIPMENT. SEE GENERAL NOTE 1. REFER TO HVAC DRAWINGS FOR DETAILS.
- ② ROOF TOP WEATHERPROOF GFI RECEPTACLES AND LIGHTS SHALL BE MOUNTED ON ¾" RIGID CONDUIT 18" AFF. LUMINAIRE SHALL BE MOUNTED 6" AFF.
- ③ ROOF TOP WEATHERPROOF GFI RECEPTACLES, SWITCH AND LIGHTS SHALL BE MOUNTED TO EXTERIOR WALL. GFI SHALL BE MOUNTED 18" AFF. LUMINAIRE SHALL BE MOUNTED 6" AFF.

**MSBA Accelerated Repair Program
Horace Mann Elementary School
Hoover Elementary School
Roof Replacement project
Melrose, MA**

**Schematic Design Estimate
June 27, 2022**

Tighe & Bond



198 North Washington St, #109, Boston MA 02114

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**MSBA Accelerated Repair Program
Roof Replacement project
Melrose, MA
Schematic Design Estimate
BASIS OF ESTIMATE**

6/27/2022

Roof Replacement project

DOCUMENTATION

This estimate was prepared from the following information:

Schematic Design Drawings provided by Tighe & Bond design team, dated June 20, 2022

BASIS FOR PRICING

This estimate reflects the current construction value for the construction of this project and should not be construed as a prediction of a low bid. Prices are based on local prevailing wage construction costs at the time the estimate was prepared.

PROJECT OUTLINE

The project consists of roof replacement at Horace Mann Elementary School and Hoover Elementary School in Melrose, MA.

QUALIFICATIONS

Owner costs and fees are excluded

ITEMS NOT CONSIDERED IN THIS ESTIMATE

Items not included in this estimate are:

Overtime outside industry standard

Work outside normal hours of operation

Preconstruction fees

Utility Company Charges or Hook-up fees have been excluded

No permits or special fees have been included

Third party commissioning costs.

Owner supplied and/or installed items (e.g.. Draperies, furniture and equipment)

Loose Furniture and Equipment

Owner Supplied and Installed Furniture, Fixtures and Equipment

Relocation / move costs

Air Quality monitoring / Vibration monitoring

Loose technology equipment (i.e. Computers, Printers, Etc.)

The estimate assumes all long-lead items can be pre-purchased to meet schedule requirements.

The estimate is based on the premise that the design will meet all codes, laws, ordinances, rules, and regulations in effect at the time that the estimate was prepared. The estimate shall be adjusted should any discrepancies between design

and the aforementioned codes, laws or ordinances result in, or require, an increase in the Cost 'of the Work

Items identified in the design as Not In Contract (NIC)

Builder's Risk insurance, terrorist insurance and other Owner insurances



Roof Replacement project

June 27, 2022

Hoover Elementary School

Melrose, MA

Schematic Design Estimate

			17,714 GSF
		Cost / SF	
02 Existing Conditions	340,899	19.24	25.5%
04 Masonry	16,200	0.91	1.2%
05 Metals	157,086	8.87	11.7%
06 Wood, Plastics, and Composites	28,464	1.61	2.1%
07 Thermal & Moisture Protection	654,165	36.93	48.9%
22 Plumbing	32,685	1.85	2.4%
23 HVAC	63,526	3.59	4.8%
26 Electrical	44,124	2.49	3.3%
TOTAL DIRECT COST	1,337,148	75.49	100%
Design Contingency	15.00% 200,572	11.32	
General Conditions and General Requirements	11.50% 176,838	9.98	
Permits and fees	excluded -	-	
Contractor's OH&P	5.00% 76,886	4.34	
Escalation (midpoint 2Q 2023)	5.00% 89,572	5.06	
Construction Contingency	excluded -	-	
TOTAL ESTIMATED CONSTRUCTION COST	1,881,016	106.19	

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**Roof Replacement project
Melrose, MA
Schematic Design Estimate**

6/27/2022

Hoover Elementary School

Division	Description	Quantity	Unit	Unit Price	Total	Subtotal Trades	Notes
1	02 Existing Conditions						
2	024100 <i>Selective Demolition</i>						
3	<i>Roof Demolition</i>						
4	Remove and disposed of existing roof - see Hazardous Materials Assessment	17,714	sf		Included		
5	Premium remove original tar & gravel roof system	13,450	sf	4.50	60,525		
6	Roof drain remove	7	ea		with plumbing		
7	Remove and dispose of access hatch	1	ea	450.00	450		
8	Existing insulation thickness test cut	4	ea	150.00	600		
9	Remove and dispose of all exiting exhaust fence curb and flashing	104	lf	18.00	1,872		
10	Remove and dispose of chimney flashing	24	lf	6.50	156		
11	Remove and dispose of vent flashing	10	ea	40.00	400		
12	Cutting and patching	1	ls	3,500.00	3,500		
13	Dispose, cart away	1	ls	4,400.00	4,400		
14	Temporary roof protection	17,714	sf	1.20	21,257		
15	Dust control	1	ls	6,200.00	6,200		
16	Allowance for overhead protection building entrance below.	120	sf	20.00	2,400		
17							
18	026000 <i>Hazardous Materials Assessment</i>						
19	ACM & PCB Abatement of roof	17,714	sf	13.50	239,139		
20							
21	Subtotal: Existing Conditions					\$ 340,899	
22							
23	04 Masonry						
24	041000 <i>Masonry Units</i>						
25	Masonry work associated with installing thru-wall flashing	216	lf	75.00	16,200		
26							
27	Subtotal: Masonry					\$ 16,200	
28							
29	05 Metals						
30	051000 <i>Structural Steel Framing</i>						
31	Structural improvements	1	ls	150,000.00	150,000		
32	053000 <i>Metal Decking</i>						
33	Roof deck replacement at Roof B1 damaged areas, assumed 5% of roof area	886	sf	8.00	7,086		
34							
35	Subtotal: Metals					\$ 157,086	
36							
37	06 Wood, Plastics, and Composites						
38	061600 <i>Rough Carpentry</i>						
39	Install new curbing for all HAVC equipment 12" above new roof	94	lf	48.00	4,512		
40	New 3x Pressure treated blocking at roof edge	998	lf	24.00	23,952		
41							
42	Subtotal: Wood, Plastics, and Composites					\$ 28,464	
43							

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**Roof Replacement project
Melrose, MA
Schematic Design Estimate**

6/27/2022

Hoover Elementary School

Division	Description	Quantity	Unit	Unit Price	Total	Subtotal Trades	Notes
44	07 Thermal & Moisture Protection						
45	075000 Membrane Roofing						
46	New Construction						
47	90 mil EDPM roofing system; 30 year warranty	17,714	sf	30.00	531,420		
48	Tapered crickets	4	ea	80.00	320		
49	New walkway pad, assumed 10% of roof area	1,771	sf	6.50	11,514		
50							
51	076500 Flashing and Sheet Metal						
52	Roof edge metal fascia and securement, continuous extruded aluminum cleat, continuous aluminum hook strip with stainless fasteners	998	lf	49.00	48,902		
53	Snap-on aluminum cover	998	lf	38.00	37,924		
54	New flashing at HAVC equipment curbing	94	lf	14.00	1,316		
55	Stainless steel chimney flashing	20	lf	32.00	640		
56	Access hatch flashing	16	lf	18.00	288		
57	Vents pipe flashing	12	ea	85.00	1,020		
58	Roof drain flashing	8	ea	350.00	2,800		
59	Wall and roof flashing	216	lf	18.00	3,888		
60	Misc. roof flashing	1	al	2,000.00	2,000		
61							
62	077100 Roof Specialties						
63	Access hatch	1	ea	4,250.00	4,250		
64							
65	079100 Joint Sealants						
66	Exterior caulking and sealants at all roof penetrations	17,714	sf	0.45	7,883		
67							
68	Subtotal: Thermal & Moisture Protection					\$ 654,165	
69							
70	22 Plumbing						
71	Demolition						
72	Roof drains	8	ea	332.10	2,657		
73	New						
74	Sanitary vent system						
75	Extend vent piping to 24"	12	ea	570.00	6,840		
76							
77	Roof drainage system						
78	Roof drain including new piping/insulation and tie-in to existing, Allowance	8	ea	1,648.50	13,188		Assume 4" drains
79							
80	Materials supply and bidding/market conditions allowance	1	ls	5,000.00	5,000		
81	Supervision/PM	1	ls	5,000.00	5,000		
82							
83							
84	Subtotal: Plumbing					\$ 32,685	
85							

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**Roof Replacement project
Melrose, MA
Schematic Design Estimate**

6/27/2022

Hoover Elementary School

Division	Description	Quantity	Unit	Unit Price	Total	Subtotal Trades	Notes
86	23 HVAC						
87	Demolition						
88	Disconnect mechanical piping and ductwork from units and remove and store units for reinstallation, Allowance	15	ea	934.00	14,010		
89	Remove obsolete equipment, Allowance	1	ls	4,000.00	4,000		Quantity/type not indicated
90							
91	New						
92	Re-set units and extend mechanical piping and ductwork	15	ea	1,401.04	21,016		
93							
94	Miscellaneous to include seismic controls and testing/start-up	1	ls	3,500.00	3,500		
95	Materials supply and bidding/market conditions allowance	1	ls	15,000.00	15,000		
96							
97	Supervision/PM	1	ls	6,000.00	6,000		
98							
99	Subtotal: HVAC					\$ 63,526	
100	26 Electrical						
101	Demolition						
102	Antenna, to be reinstalled	3	ea	300.00	900		
103	Conduit/wire, lighting	364	lf	11.64	4,237		
104	Electrical fixture, disconnect only, Allowance	11	ea	200.00	2,200		Fixture' description not provided
105							
106	New						
107	Lighting system						
108	Conduit/wire	364	lf	25.24	9,187		
109							
110	Miscellaneous						
111	Antenna, install previously removed	3	ea	450.00	1,350		
112	Electrical fixture, reconnect, Allowance	11	ea	250.00	2,750		
113							
114	Miscellaneous to include seismic controls and testing/start-up	1	ls	500.00	500		
115	Materials supply, small job premium and bidding/market conditions allowance	1	ls	20,000.00	20,000		
116							
117	Supervision/PM	1	ls	3,000.00	3,000		
118							
119	Subtotal: Electrical					\$ 44,124	
120							

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HERBERT CLARK HOOVER ELEMENTARY SCHOOL MELROSE, MA PRE-RENOVATION HBMA SERVICES

TO: Denise M. Gaffey – Directory and City Planner – City of Melrose
FROM: Frank Rodrigues – Tighe & Bond
COPY: Matthew Wzorek – Tighe & Bond
DATE: June 8, 2022

Tighe & Bond Inc., (Tighe & Bond) has prepared the following technical memorandum to summarize the Hazardous Building Material Assessment (HBMA) conducted at the Herbert Clark Hoover Elementary School. (the "Site"). A facility improvement project, which includes full replacement of the existing roof is currently proposed for the school building. The current roof systems consists of a rubber membrane roof system over a tar and gravel/built up roof applied onto a metal roof deck. The HBMA was limited to the roof area being proposed for renovation impact and did not include the roof of the modular classroom section of the school. As required by state and federal regulations, characterization of various waste streams generated during construction projects must be completed to ensure their proper management.

The Assessment included a visual observation and bulk sampling of suspect hazardous building materials (asbestos, painted/coated building materials), and a visual inventory of other hazardous/regulated wastes (i.e., mercury-containing equipment, refrigerants, PCB-containing equipment, etc.). The HBMA was performed to support the proposed facility improvement project and to address/prepare budgets for management of environmentally related building materials.

Tighe & Bond's assessment and report are subject to the HBMA Limitations provided as Appendix A. The Assessment was performed on May 20, 2022, by Tighe & Bond's Massachusetts licensed asbestos inspector, Francisco J. Rodrigues, (#AI040131). Mr. Rodrigues' inspector license and certification are included as Appendix B of this report.

1 Hazardous Building Materials Assessment

1.1 Asbestos-Containing Building Materials

Prior to any type of building renovation or demolition, a thorough investigation is required to identify and quantify asbestos containing materials (ACM) which may be impacted by the demolition or renovation activities. The survey is required by the United States Environmental Protection Agency (EPA) National Emissions Standard for Hazardous Air Pollutants (NESHAP) regulations (Title 40 CFR, Part 61, Subpart M); Massachusetts Department of Environmental Protection (MassDEP) regulations (310 CMR 7.15); Massachusetts Department of Labor Standards (MADLS) regulations, (454 CMR 28.00); as well as applicable portions of the Occupational Safety and Health Administration (OSHA) asbestos in construction regulations (CFR 1926.1101).

The asbestos assessment was limited to accessible areas of the roof and roof top equipment to determine the presence or absence of suspect ACM that have potential for disturbance

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during the proposed renovation activities and would be subject to abatement prior to roof replacement.

Suspect materials were divided into "homogeneous materials", building materials which were determined by the inspector to be homogeneous based on their color, texture, and age. A number of bulk samples of suspect ACM from each homogenous group of materials were collected in general accordance with standards described in the Environmental Protection Agency (EPA) Asbestos Hazard and Emergency Response Act (AHERA) Regulations for schools. AHERA sampling protocols are only recommended for use by MassDEP and EPA as they do not regulate bulk sampling standards.

Bulk samples were collected and submitted to Aerobiology Laboratories Associates Inc., (Aerobiology) of Woburn, Massachusetts for analysis via Polarized Light Microscopy with Dispersion Staining (PLM/DS) in accordance with the EPA/600/R-93/116 Method. ProScience is a Massachusetts licensed and American Industrial Hygiene Association (AIHA)-accredited asbestos laboratory.

Suspect materials identified and sampled are included as inventory tables in Appendix C. The tables describes material locations, sample numbers, quantities, condition, analytical results, and specific comments relative to our findings. The asbestos laboratory report is included in Appendix D.

The MassDEP defines a material that contains greater than or equal to one percent ($\geq 1\%$) asbestos utilizing PLM/DS, as being an ACM. Materials that are identified as "none detected" are specified as not containing asbestos. Materials containing less than one percent ($< 1\%$) asbestos are regulated to a degree by OSHA related to work practices, worker exposure, and waste containerization and in Massachusetts, materials containing $< 1\%$ asbestos are considered asbestos-containing waste material (ACWM) and must be packaged and disposed of as ACWM in accordance with 310 CMR 7.15.

A total of five homogeneous areas were identified during the inspection and 14 samples of suspect ACM were collected. The tar and gravel/built up roof system located under the rubber membrane roof system was determined to contain $< 1\%$ asbestos and therefore classified as an ACWM.

Samples of other suspect ACM collected during the survey, were determined to be non-asbestos containing. Refer to Appendix C for a list of each suspect material identified and sampled.

Other suspect materials encountered during any renovation activities that are not identified in this report as being non-ACM should be assumed to be ACM until sample collection and laboratory analysis indicate otherwise.

The tar and gravel/built up roof identified at the Hoover School must be managed and disposed of as an ACM.

The ACMs identified at the Hoover School should be removed by a licensed asbestos abatement contractor, utilizing trained and licensed personnel prior to renovation, demolition or any activity that has the potential to disturb these materials. Tighe & Bond recommends the creation of a project specific asbestos abatement scope of work or technical specification for the removal of ACWM. The specification must be developed by a Massachusetts licensed asbestos project designer, and it should address such important issues as regulatory requirements, notification procedures, insurance considerations, air sampling needs and other pertinent information. Abatement activities must be subject to a passing post abatement visual inspection by an asbestos monitoring firm not affiliated with the abatement contractor.

The same firm typically collects, analyzes and reports the State required post abatement clearance air samples.

1.2 Universal Waste and Other Regulated Building Waste

Tighe & Bond performed a visual inspection of the proposed renovation areas to identify hazardous materials, universal waste materials or other regulated wastes that have the potential for disturbance during the roof replacement project. No regulated wastes were identified.

1.3 Lead Based Paint (LBP)

Paint chip sampling was performed to identify lead paint concentrations in those painted components likely subject to impact by renovations. Specifically, one sample was collected from the fascia board which is scheduled to be replaced.

The OSHA 1926.62 Lead in Construction regulations require worker protection and the use of certain work practices if painted building components with detectable levels of lead paint are disturbed during a demolition or renovation. The result of the sampling is intended to provide guidance to contractors for occupational lead exposure controls as it is the responsibility of the contractor to ensure the safety of their employees. Contingent upon renovation or demolition methods, building components coated with lead levels may cause exposures to lead above OSHA standards during proposed renovation or demolition activities.

One suspect lead paint sample was collected from the painted fascia board and was submitted to Aerobiology analysis using the SW846-7420/3051 method. A summary of the test result is presented in Appendix E. The Aerobiology laboratory report is located in Appendix F.

The result of the paint chip sampling performed by Tighe & Bond indicates the paint chip sample collected and analyzed was below the EPA regulatory threshold limit for lead based paint.

Although results were below regulatory thresholds, compliance with OSHA Lead in Construction is required for detectable levels of lead. Lead-containing painted building components should not be subjected to dust-generating activities such as sanding, grinding, sawing, etc. Also, lead-containing painted building materials should not be subject to torch cutting. An LBP determination cannot determine a safe level of lead but is intended to provide guidance for implementing industry standards for lead in paint at identified locations. With this data contractors can better determine potential exposure of workers to airborne lead by understanding the different concentrations of LBP and activities that disturb paint on representative surfaces.

Based on the reportable levels of lead on the painted components tested and subject to waste characterization requirements of the disposal facility, the contractor may be required to conduct Toxicity Characteristic Leaching Procedure (TCLP) testing of the remaining painted waste stream prior to disposal, to determine if the results of that testing exceed the 5.0 mg/L hazardous waste threshold as governed under the Federal EPA "Resource Conservation and Recovery Act" (RCRA - 40 CFR Part 261).

Appendices:

APPENDIX A: HBMA Limitations

APPENDIX B: Inspector's Certification

APPENDIX C: Suspect Asbestos Containing Materials Inventory Table

APPENDIX D: Asbestos Laboratory Report

APPENDIX E: Summary of Lead Paint Materials Table

APPENDIX F: Lead Paint Samples Laboratory Report

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Schematic Design Submission Checklist MSBA Accelerated Repair Program



District: Melrose Public Schools

School: Horace Mann Elementary School

Scope: Roof Replacement

Schematic Design Deliverables:

OPM	District	
☒	☒	Project Narrative: - Existing conditions analysis (hazardous materials, structural, etc.) - Explanation of proposed solution - Designer statement that the proposed solution meets the Massachusetts Stretch Energy Code and/or the International Energy Conservation Code
☒	☒	Code Analysis
☒	☒	Schematic Design Drawings
☒	☒	Cost Estimate (CSI Format) - Include all Proposed Alternates
☒	☒	Form 3011 – Total Project Budget
☒	☒	Project Cash Flow (cumulative line chart illustrating Total Project Budget)
☒	☒	Project Schedule (Gantt Chart)
☒	☒	Accelerated Repair Program Reimbursement Rate Certification signed by the District
☒	☒	Proposed project scope and budget vote language in compliance with MSBA standard vote language

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Schematic Design Submission Checklist MSBA Accelerated Repair Program



Program Guidelines and Project Funding Agreement:

OPM	District	
☒	☒	MSBA Board of Directors authorization to execute a Project Funding Agreement is tied to the specific project scope and budget presented in the Schematic Design.
☒	☒	The portion of the Construction Contingency potentially eligible for reimbursement is set at 5% of the total estimated eligible construction costs as included in the PFA's Total Project Budget and is intended for hard costs only. The MSBA will complete one Change Order review per district in which the MSBA will review Change Orders for eligibility not validity. All ineligible costs will not be reimbursed.
☒	☒	The portion of the Owner's Contingency potentially eligible for reimbursement is set at 0.5% of the total estimated eligible construction costs as included in the PFA's Total Project Budget and is intended for soft costs only. All ineligible costs will not be reimbursed.
☒	☒	Prior to securing project funding, the district will draft proposed project scope and budget vote language in compliance with MSBA standard vote language and will provide the vote language to the MSBA for review and approval prior to taking the vote.
☒	☒	After bids have been received and actual construction costs are established, the district's potential Project Funding Agreement must be revised to reflect the actual construction costs in accordance with paragraph 2.3 of the Project Funding Agreement. If there are bid savings, the MSBA shares in the cost savings by reducing the maximum facilities grant to reflect reimbursable costs. If there is a bid overage, construction contingency is transferred to the construction budget to reflect the additional costs and is deemed ineligible. The transfer of construction contingency due to the bid overage results in a reduction to the maximum facilities grant.
☒	☒	MSBA's standardized Schedule of Values will be used by the district to ensure that all budget entries in the MSBA's ProPay system mirror the Total Project Budget Form 3011 following the PFA Bid Amendment. The MSBA will only reimburse eligible costs if they are entered to the correct cost codes in the Total Project Budget.
☒	☒	Budget Revision Requests will be submitted by the district in a timely manner to reflect changes to the Total Project Budget. After a Budget Revision Request is executed, the district will enter the Budget Revision Request into the ProPay system for approval by the MSBA.

Schematic Design Submission Checklist MSBA Accelerated Repair Program



☒	☒	MSBA's Audit Department will review requests for reimbursement in the ProPay system of \$50,000 or more. All reimbursement requests which are less than \$50,000 will be returned to the district without review. All districts are encouraged to attend ProPay training conducted by the Audit Department following the execution of a Project Funding Agreement.
☒	☒	OPM monthly reporting begins when the OPM contract is executed and continues until the project receives Board of Directors approval of the final audit. Failure to submit timely and complete reports may impact district reimbursement review and payment. OPM monthly reporting supports MSBA review of reimbursement requests.

I certify, as evidenced by the boxes set forth under the heading, "Schematic Design Deliverables," which I have checked above, that I have fulfilled all requirements described in Section 8.2 of the MSBA Standard Contract for Project Management Services (Accelerated Repair Program) by submitting the listed deliverables by the established deadline to the MSBA. I further certify, as evidenced by the boxes set forth under the heading, "Program Guidelines and Project Funding Agreement," which I have checked above, that I have explained the Program Guidelines and Project Funding Agreement to the district.

I understand that if a conflict is created between this form and the Project Funding Agreement, the Project Funding Agreement is the controlling document. I also understand that if a conflict is created between this form and the MSBA Standard Contract for Project Management Services (Accelerated Repair Program), the MSBA Standard Contract is the controlling document. I further recognize that the purpose of this form is to further understand the Project Funding Agreement and the MSBA Standard Contract for Project Management Services (Accelerated Repair Program).

Title: Project Director, Owner's Project Manager
Firm: The Vertex Companies, LLC
Date: June 27, 2022

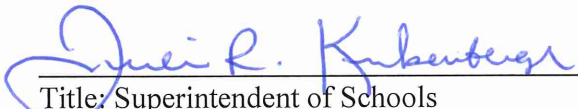
I certify, as evidenced by the boxes set forth under the heading, "Program Guidelines and Project Funding Agreement," which I have checked above, that I have read and understand the Program Guidelines and Project Funding Agreement. I certify, as evidenced by the boxes set forth under the heading, "Schematic Design Deliverables," which I have checked above, that I have reviewed the enumerated deliverables within the Schematic Design Submittal with the Owner's Project Manager and Designer. I further

Schematic Design Submission Checklist MSBA Accelerated Repair Program



certify, as evidenced by the boxes set forth under the heading, "Schematic Design Deliverables," which I have checked above, that the OPM has explained to me the OPM's responsibilities as described in Section 8.2 of the MSBA Standard Contract for Project Management Services (Accelerated Repair Program) to submit the designer's deliverables listed above.

I understand that if a conflict is created between this form and the Project Funding Agreement, the Project Funding Agreement is the controlling document. I also understand that if a conflict is created between this form and the MSBA Standard Contract for Project Management Services (Accelerated Repair Program), the MSBA Standard Contract is the controlling document. I further recognize that the purpose of this form is to further understand the Project Funding Agreement and the MSBA Standard Contract for Project Management Services (Accelerated Repair Program).


Title: Superintendent of Schools
Date: June 27, 2022

Minutes Acceptance: Minutes of Jan 17, 2023 7:45 PM (Reading of the Minutes)

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Tighe&Bond

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Appendices

A	Code Analysis
B	Schematic Design Drawings `
C	Cost Estimate
D	Form 3011 – Total Project Budget
E	Project Cash Flow
F	Project Schedule
G	ARP Reimbursement Rate Certification and Checklist
H	Proposed Project Scope and Budget Vote Language
I	Hazardous Materials Assessment Report
J	Roof Sampling Test Cut Report

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Section 1

Project Narrative

1.1 Introduction

The City of Melrose is currently participating in the Massachusetts School Building Authority (MSBA) Accelerated Repair Program (ARP) and has submitted a Statement of Interest for repairs at the Horace Mann Elementary School. The Vertex Companies, LLC. and Tighe & Bond Designer Services, Inc. were subsequently designated as the Owner's Project Manager (OPM) and Designer, respectively for the proposed project.

The Horace Mann Elementary School is located at 40 Damon Avenue in Melrose, MA. The school building is a two-story brick masonry building with an approximate roof area of 14,000 square feet, which was constructed in 1949 with an addition constructed in 1955. The school has undergone several renovations over time, including accessibility and interior improvements in 2017. The first floor of the school generally consists of classrooms, a library, administrative and nurse offices, storage rooms, a multipurpose room, and bathrooms. The second floor contains classrooms and bathrooms. The school currently serves approximately 270 students from kindergarten to fifth grade.

The team assembled for execution of the Herbert Clark Hoover School project includes the following members:

- | | |
|----------------------------------|---|
| • Funding Agency | Massachusetts School Building Authority |
| • Owner | Melrose Public Schools |
| • OPM | The Vertex Companies, LLC |
| • Designer | Tighe & Bond, Inc. |
| • Cost Estimating | Ellana Construction Consultants. |
| • Hazardous Materials Assessment | Tighe & Bond, Inc. |
| • Code Review | Tighe & Bond, Inc. |
| • Structural/Construction Admin | Frawley Engineering, P.C. |

1.2 Existing Conditions

1.2.1 Roof

The existing thermoplastic polyolefin (TPO) membrane roof system does not appear to be original to the original building constructed in 1949. The addition constructed in 1955 also consists of a TPO membrane roof system. Based on documents provided by the District, the original roof on the portion of the building constructed in 1949 consisted of 5 ply coal tar pitch and gravel over 2.5" insulation on a steel roof deck. The original roof on the portion of the building constructed in 1955 consisted of a bonded membrane roof over 2.5" insulation on a steel deck. Based on recent site visits and field investigation, the entire roof area currently consists of a fully-adhered TPO membrane roofing system, with 3" rigid insulation and tar paper underlayment.

There is significant evidence of water damage inside the building from roof leaks and numerous deficiencies in the roofing membrane. The roof does not provide adequate thermal performance and drainage. Based on the site observations and investigation, the existing roofing system and majority of associated appurtenances appear to be in poor condition and are beyond their useful life.



**Photo 1: Existing Roof over
1949 Building**



**Photo 2: Existing Roof over
1955 Addition**

1.2.2 Plumbing

There are existing roof drains that are tied into the storm drainage system in the building. The drains appear to be in working order, however some are rusted and in poor condition.

Plumbing vents penetrate the roof in multiple locations to provide pressure relief for the school's sanitary piping system. The vent piping is in good condition with expected rust on the pipe interior.



Photo 3: Existing Roof Drains

1.2.3 HVAC

There are four exhaust fans (EFs) installed on the existing roof. Most of the existing fans' nametags are unreadable, therefore the age of the fans can't be determined. The fans appear to be in good condition and should be retained.



**Photo 4: Exhaust Fan
on 1949 Roof**



**Photo 5: Equipment and Chimney
on 1955 Building Addition**

1.2.4 Electrical

The existing electrical items on the roof are limited to electrical connections to any HVAC equipment requiring electrical power. It is assumed that each HVAC fan has an integral or equipment-mounted disconnect.

1.3 Recommended Solutions

1.3.1 Roof Replacement

Replacement of the existing roof system at the Horace Mann School is recommended for improving thermal performance, roof drainage, overall energy efficiency of the building, and remedying numerous roof leaks. The following items below outline the proposed scope of work for the project, including demolition. Schematic Design plans with additional detail are included in Appendix B.

Roof Demolition will include:

- Removal of the existing TPO membrane roofing system
- Removal of the existing rigid insulation and fiberboard
- Removal of the existing access hatch
- Repair of the steel roof deck as needed
- Removal and storage of existing HVAC equipment
- Removal of existing fascia, damaged curbing, blocking, and flashing

Proposed Roof Improvements will include:

- Repair of any damaged or compromised steel roof decking discovered during demolition
- Installation of a fully-adhered EPDM roofing system. The new roofing system will include, from bottom to top:
 - Fiberglass-reinforced gypsum sheathing cover board
 - Base sheet/ combination air and vapor barrier
 - New polyisocyanurate rigid insulation. The new insulation will meet MSBA Accelerated Repair Program Requirements, including the stretch energy code. Insulation thickness will provide a minimum R-value of 30. Tapered insulation will be installed to provide a positive pitch toward roof drains.
 - ½" coverboard installed over the insulation
 - Fully-adhered EPDM roofing membrane
- Installation of new curbing, flashing, blocking, metal fascia, and roof drains
- Installation of new access hatches, ladders, and protective guardrails

1.3.2 Plumbing Systems

Plumbing Demolition will include:

- Removal of all existing roof drains. Existing rain leaders within building will be cut and capped away from the drain body and prepared for reconnection.

Proposed Plumbing Improvements will include:

- Installation of new roof drains and associated piping. All new roof drains will be replaced in kind.
- Installation of 1" thick insulation on drain bodies and new drainage piping.
- Inspection of existing drainage piping, including snaking the pipes to check for clogs and jetting the pipes should there be any clogs present.

- Extension of vent piping as required to maintain clearance above roof of 18-24".

1.3.3 HVAC Systems

HVAC Demolition will include:

- Disconnection, removal, and storage of all exhaust fans
- Removal and disposal of roof curbs on original building's roof.
- Prior to unit removal, exhaust fans will be tested and airflows recorded for final balancing efforts.
- Installation of temporary caps for all ductwork.
- Installation of temporary caps over curbs on newer building's roof.

HVAC Improvements will include:

- Installing new curbs for exhaust fans on older roof; including new transition curbs as required for fan connection to the existing roof opening.
- Repairing curbs and/or blocking with minor damage and extending existing curbs as required. Provision of adapter curbs as required for fan re-installation
- Reinstallation of retained exhaust fans
- Reconnecting and sealing units to existing ductwork.
- Reconnecting units to existing controls.
- Re-testing and balancing systems to match pre-existing airflows.

1.3.4 Electrical Systems

The proposed electrical work will include:

- Disconnecting and making safe all existing electrical devices with connections to mechanical equipment. Once the existing equipment is placed back in its permanent location after roofing, the electrical connections will be re-energized. For any equipment that has moved, the existing conduit and wires will be extended as required.

1.4 ARP Sustainability Requirements

MSBA's ARP requires use of the Stretch Energy Code (780 CMR – Appendix AA and 2015 IECC) as the basis of design for ARP projects for roof replacement. Below is a table comparison of the required code values for the relevant project items and the values for the proposed assemblies. The proposed solutions and items for the Herbert Clark Hoover School meet or exceed the ARP sustainability requirements.

Roofs	Maximum U-Value (Btu/hr·ft ² ·°F)	Minimum R-Value (°F·ft ² ·hr/Btu)
Required	0.032	30
Proposed	0.032	30

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Horace Mann School Repairs Project

Building Code Analysis

This analysis summarizes codes requirements applicable to the project scope for the Horace Mann School Repairs Project. This summary includes general code information applicable to the overall project and more specific requirements related to roof replacement activities.

Applicable codes for this project include:

- International Building Code 2015 (IBC)
- International Existing Building Code 2015 (IEBC)
- International Energy Conservation Code 2018 (IECC)
- 248 CMR 10.00 Uniform State Plumbing Code (2017)
- Commonwealth of Massachusetts State Building Code, Ninth edition 780 CMR (including amendments to the IBC, IECC and IEBC)
- Massachusetts Stretch Energy Code 780 Appendix AA
- Architectural Access Board Regulations 521 CMR (AAB)
- American Society of Civil Engineers – Minimum Design Loads for Buildings and Other Structures (ASCE 7-05)
- National Electrical Code NFPA 70

Section 1 – General Code

Use and Occupancy Classification (305 IBC 2015 & 780 CMR)

- Educational (E)
 - Due to the anticipated scope of work, roof replacement, Level 1 alterations of the IEBC will be triggered. Level 1 alterations encompass the removal and replacement of materials that serve the same purpose. Any new elements must comply with the requirements for new construction.

Types of Construction (602 IBC 2015 & 780 CMR)

- Type III Construction – Construction is that type of construction in which the exterior walls are of noncombustible materials and the interior building elements are of any material permitted by this code. Fire-retardant-treated wood framing complying with Section 2303.2 shall be permitted within exterior wall assemblies of a 2-hour rating or less.

Alterations Level 1 (503 IEBC 2015 & 780 CMR)

- Removal and replacement or the covering of existing materials, elements, or fixtures using new materials, elements, equipment, or fixtures that serve the same purpose.

Material and Methods (702.6 & Chapter 8 IEBC 2015 & 780 CMR)

- All new work shall comply with materials and methods requirements in the IBC, IEBC, IECC, IMC, and MSPC, as applicable that specify material standards, details of installation and connection, joints, penetrations, and continuity of any element, component, or system in the building.

Section 2 – Requirements Applicable to Roof Replacement Work**Building Envelope Requirements (IECC 2015, Table C402.3)**

- Roof Maximum U-Factors
 - Insulation entirely above deck – U-0.032
- Roof Minimum R-Values
 - Insulation entirely above deck – R-30ci

Massachusetts State Building Code (780 CMR Amendments)

- Dead loads on an existing roof may not increase by more than 5% due to a re-roofing project.
- If the additional dead loads exceed 5%, the structure must conform to current snow load requirements.
- Since a similar EPDM roofing system (and ballast in some locations) is being removed from the roof prior to roof replacement, the new built-up roof is not anticipated to increase the dead load on the roof by more than 5%.

Code of Federal Regulations Title 29 (29 CFR)

- Holes – each employee on walking/working surfaces shall be protected from falling through holes more than 6 feet above lower levels, by personal fall-arrest systems, covers, or guardrail systems erected around such holes.

Uniform State Plumbing Code 248 CMR 10.00

- Storm Drain leaders are sized based on roof area served. The original roof area and the addition roof area are 9900sqft and 3600sqft respectively and include three (3) 4" roof drains each. A 4" roof drain can capture storm water from 4600sqft of roof area per 248 CMR 10.0. The roof drain sizes installed suffice for the school's roof. The new roof drains will use the same outlet size as the existing ones.

Section 4 – Accessibility Requirements**Existing Building (3.3 MAAB 521 CMR)**

- Requirements for an accessible entry, toilet, drinking fountain, and telephone (if pay phones are provided) will be triggered based on the estimated cost of the project. A proponent is required to provide these items if the cost of a renovation project exceeds \$500,000.

- If the work costs less than \$100,000, then only the work being performed is required to comply with 521 CMR.
- Exception: Whether performed alone or in combination with each other, the following types of alterations are not subject to 521 CMR 3.3.1, unless the cost of work exceeds \$500,000 or unless work is being performed on the entrance or toilet room.
 - Curb cuts
 - Alteration work which is limited solely to electrical mechanical, or plumbing systems; to abatement of hazardous materials; or retrofit of automatic sprinklers and does not involve the alteration of any elements or spaces required to be accessible under 521 CMR. Where electrical outlets and controls are altered, they must comply with 521 CMR
 - Roof repair or replacement, window repair or replacement, repointing and masonry repair work
 - Work related to septic system repairs, site utilities and landscaping.
- If the cost of the project, and any additional renovations completed within 36 months of the project, exceeds 30% +of the full and fair cash value of the building, the entire building must be upgraded as required to meet 521 CMR requirements.
- The building currently complies with ADA/AAB requirements and accessibility upgrades will not be required as part of this project.

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HORACE MANN ELEMENTARY SCHOOL

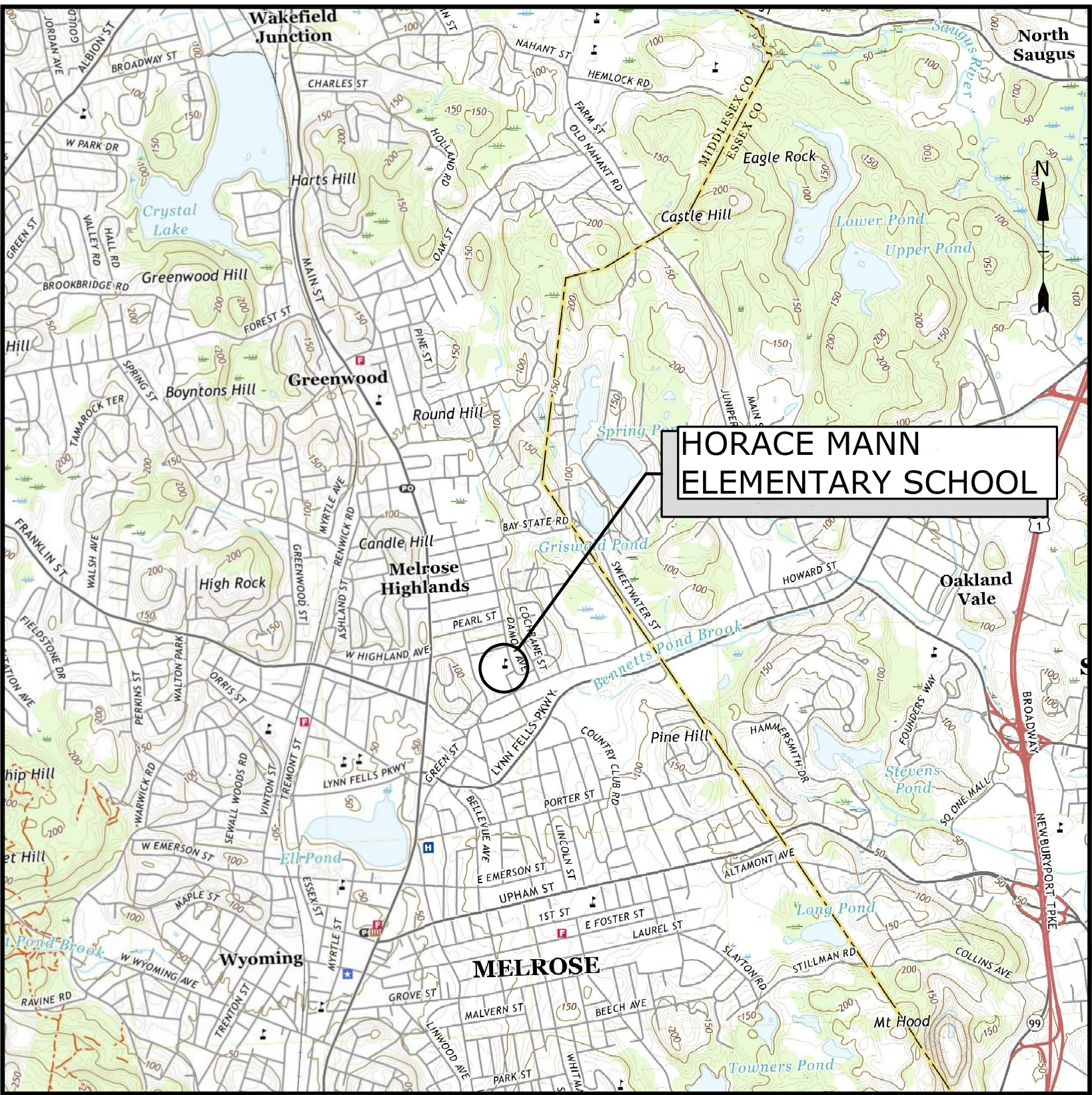
MSBA ACCELERATED REPAIR PROGRAM

ROOF REPLACEMENT PROJECT

MELROSE, MASSACHUSETTS

JUNE 2022

LIST OF DRAWINGS	
	COVER
G-001	ROOF PHOTOGRAPHS
AD-101	ROOF DEMOLITION PLAN
A-101	ROOF REPLACEMENT PLAN
A-501	ROOF DETAILS - 1
A-502	ROOF DETAILS - 2
P-101	PLUMBING ROOF PLAN
H-101	HVAC ROOF PLAN
E-101	ELECTRICAL ROOF PLAN



LOCATION MAP
SCALE: 1" = 2000'

PROJECT TEAM:

OWNER
CITY OF MELROSE
562 MAIN STREET
MELROSE, MA 02176

OWNER'S PROJECT MANAGER
THE VERTEX COMPANIES, INC.
400 LIBBEY PARKWAY
WEYMOUTH, MA 02189

COST ESTIMATING
ELLANA, INC.
98 NORTH WASHINGTON STREET
SUITE 109
BOSTON, MA 02114

FUNDING
MASSACHUSETTS SCHOOL
BUILDING AUTHORITY
40 BROAD STREET, SUITE 500
BOSTON, MA 02109

ENGINEER
TIGHE & BOND
DESIGNER SERVICES, INC.
53 SOUTHAMPTON ROAD
WESTFIELD, MA 01085

PREPARED BY:
Tighe&Bond

SCHEMATIC DESIGN
NOT FOR CONSTRUCTION
COMPLETE SET 9 SHEETS

SCHEMATIC DESIGN
NOT FOR CONSTRUCTION

Horace Mann
Elementary
School Roof
Replacement
Project

City Of Melrose

Melrose,
Massachusetts

A	06/20/2022	SCHEMATIC DESIGN
MARK	DATE	DESCRIPTION
PROJECT NO: M1215-026		
DATE: 06/20/2022		
FILE: M1215-026-HORACE MANN - G-001.dwg		
DRAWN BY: AH		
CHECKED: MPW		
APPROVED: FJH, JPV		

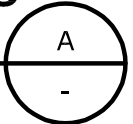
ROOF PHOTOGRAPHS

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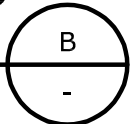
G-001



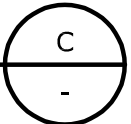
EXISTING ROOF OVER 1949
BUILDING
NO SCALE



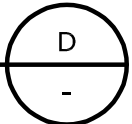
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BUILDING
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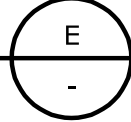
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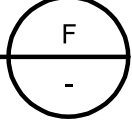
EXISTING VENT PENETRATIONS
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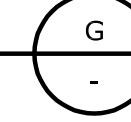
EXPANSION JOINT BETWEEN ORIGINAL
BUILDING AND 1955 ADDITION
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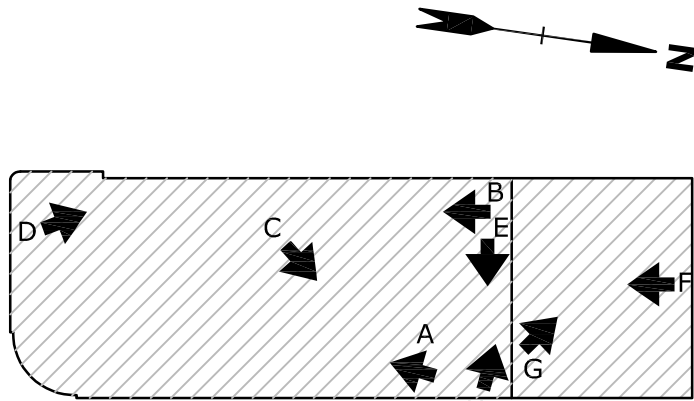
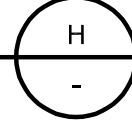
CHIMNEY AND EQUIPMENT ON
1955 ADDITION
NO SCALE



ROOF DRAINS ON 1955
ADDITION
NO SCALE



EXISTING CHIMNEY
NO SCALE



HORACE MANN KEYPLAN
NO SCALE

LEGEND:

← A PHOTOGRAPH LOCATION

SCHEMATIC DESIGN
NOT FOR CONSTRUCTION

Horace Mann
Elementary
School Roof
Replacement
Project

City Of Melrose

Melrose,
Massachusetts

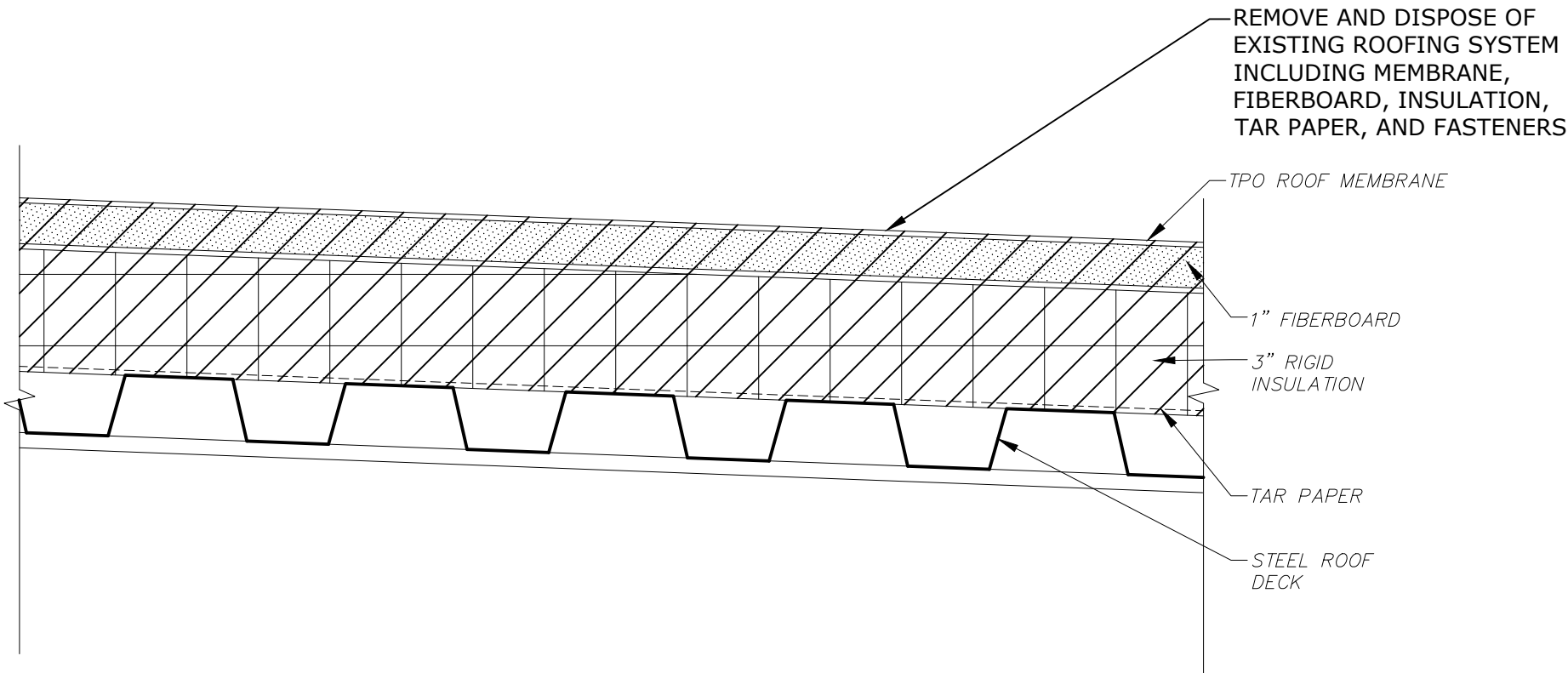
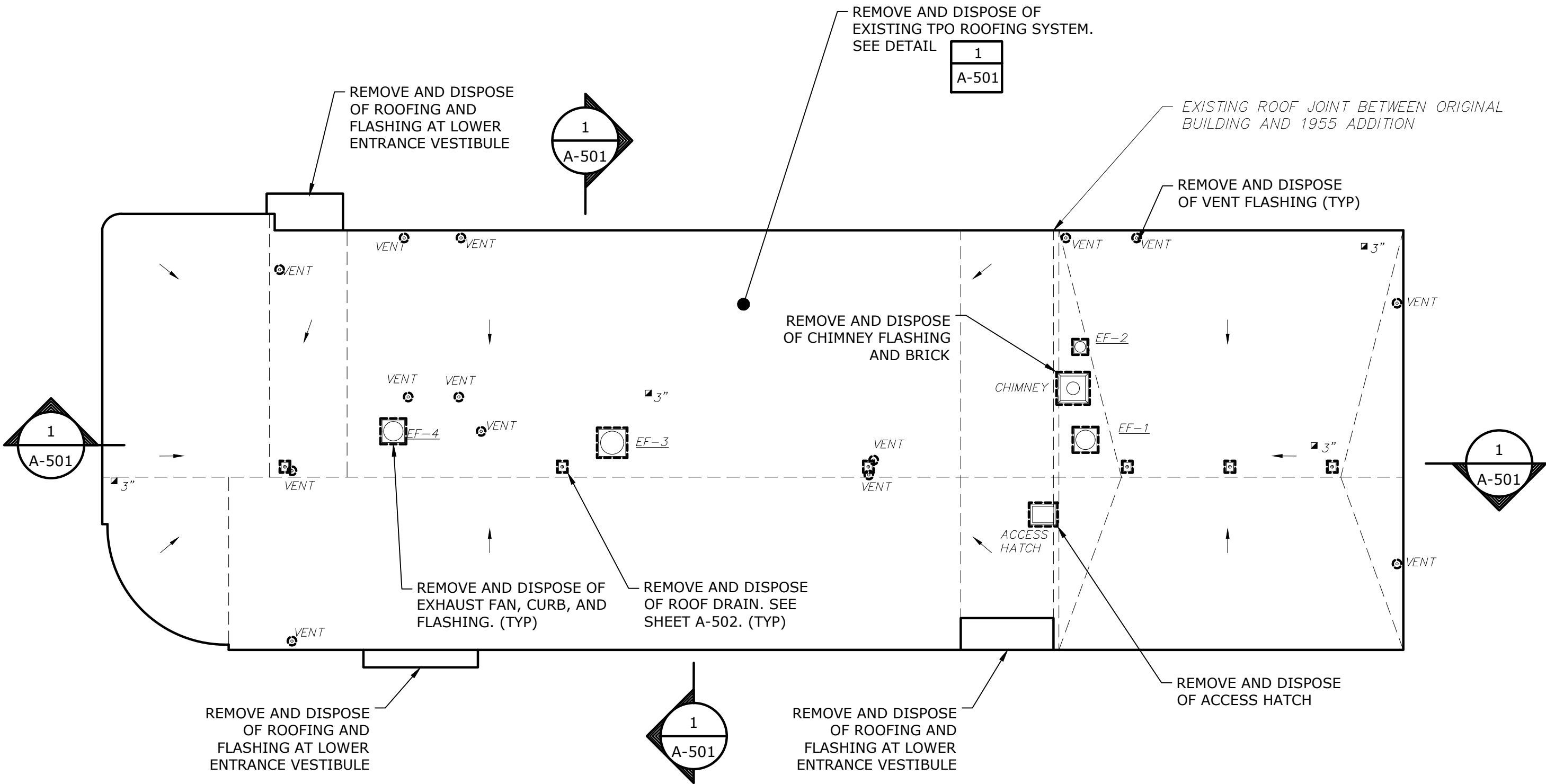
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DATE: 06/20/2022		
FILE: M1215-026-HORACE MANN - AD-101.dwg		
DRAWN BY: AH		
CHECKED: MPW		
APPROVED: JPV		

ROOF DEMOLITION PLAN

SCALE: 1/8"=1'-0"

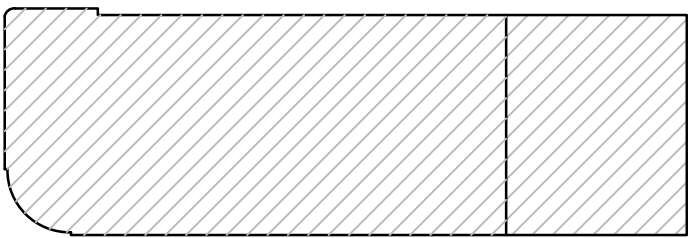
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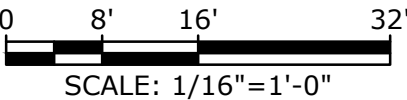


TYPICAL EXISTING ROOF SECTION

DETAIL	1
3" = 1'-0"	-



HORACE MANN KEYPLAN
NO SCALE



LEGEND

- ROOF DRAIN
- EXISTING VENT PIPE PENETRATION
- EXISTING ROOFTOP EXHAUST FAN/DUCT WITH CURB
- EXISTING ROOFTOP EQUIPMENT ON SLEEPERS
- GAS PIPE ON PIPE SUPPORT
- EXISTING GOOSENECK (INTAKE OR EXHAUST)
- EXISTING EXHAUST CAP OR AIR INTAKE
- EXISTING CAPPED CURB
- EXISTING INSULATION THICKNESS TEST CUT
- EXISTING CANOPY LINE
- EXISTING ROOF SLOPE LINE
- ITEM TO BE REMOVED/DEMOLISHED

NOTES:

1. REMOVE AND DISPOSE OF ALL EXISTING HVAC EQUIPMENT CURBS.
2. SEE SHEET H-101 FOR HVAC EQUIPMENT REQUIREMENTS.

SCHEMATIC DESIGN
NOT FOR CONSTRUCTION

Horace Mann
Elementary
School Roof
Replacement
Project

City Of Melrose

Melrose,
Massachusetts

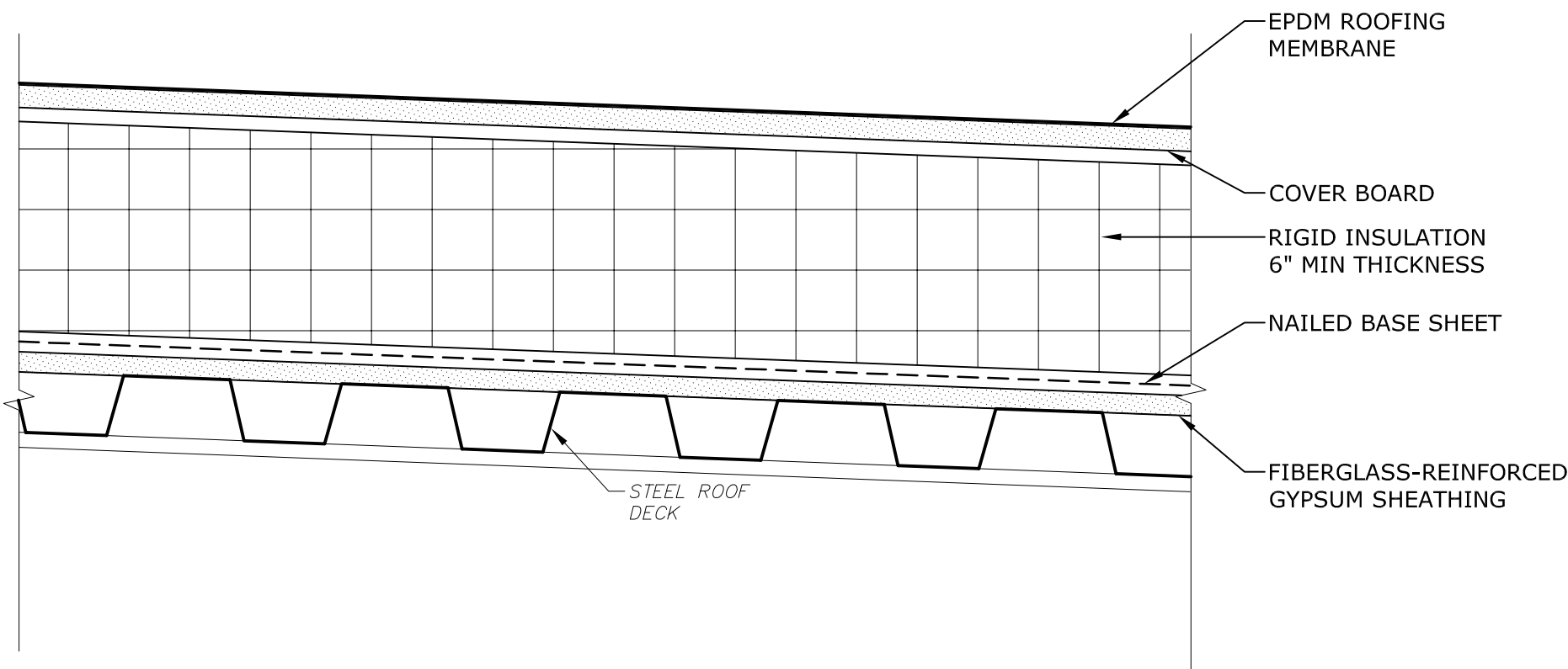
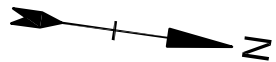
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DATE: 06/20/2022		
FILE: M1215-026-HORACE MANN - A-101.dwg		
DRAWN BY: AH		
CHECKED: MPW		
APPROVED: JPV		

ROOF PLAN

SCALE: 1/8"=1'-0"

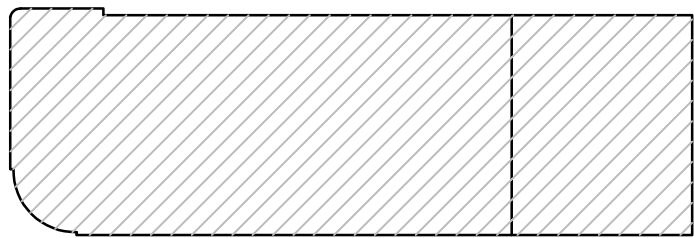
A-101

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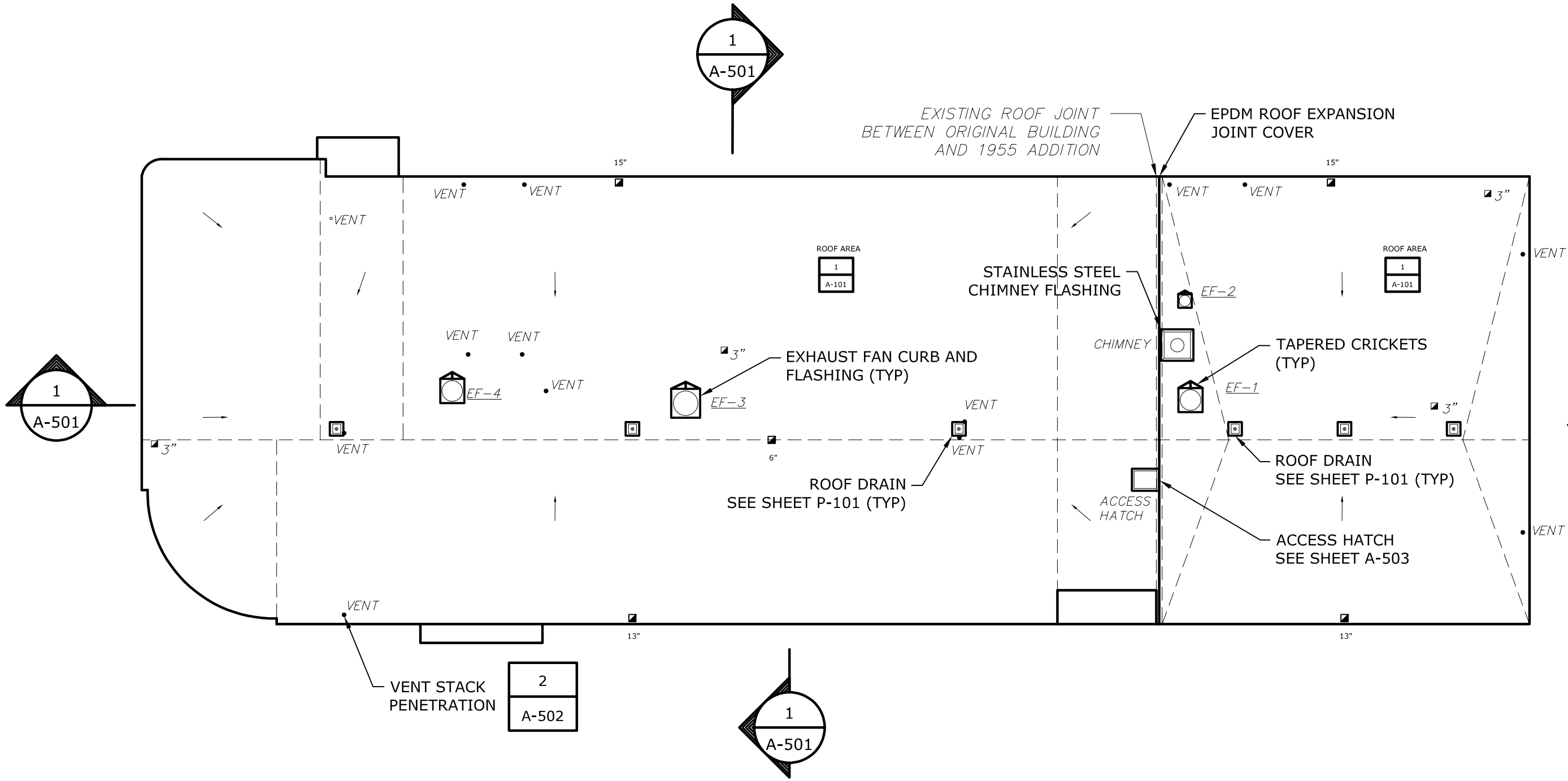
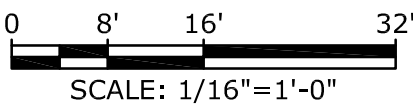


TYPICAL PROPOSED ROOF SECTION

DETAIL	1
3" = 1'-0"	-



HORACE MANN KEYPLAN
NO SCALE



LEGEND

- | | |
|------------------------------------|----------------------------------|
| ROOF DRAIN | GOOSENECK (INTAKE OR EXHAUST) |
| VENT PIPE PENETRATION | EXHAUST CAP OR AIR INTAKE |
| ROOFTOP EXHAUST FAN/DUCT WITH CURB | APPROXIMATE INSULATION THICKNESS |
| ROOFTOP EQUIPMENT ON SLEEPERS | ROOF SLOPE LINE |
| GAS PIPE ON PIPE SUPPORT | GUARDRAIL FOR FALL PROTECTION |
| | WALKPAD |
| | ROOF SLOPE DIRECTION |

NOTES:

1. INSTALL NEW CURBING FOR ALL HVAC EQUIPMENT. NEW CURBS MUST BE MINIMUM 12" ABOVE NEW ROOFING. INSTALL NEW CRICKETS TO ENSURE PROPER DRAINAGE AT ALL ROOF CURBS.
2. ADJUST ELEVATION OF ROOF EDGES TO MATCH THE MAXIMUM INSULATION THICKNESS AT EACH ROOF DECK ELEVATION TO PROVIDE A LEVEL ROOF PERIMETER.
3. ROOF SLOPE TO BE 1/4" PER FOOT MINIMUM UNLESS NOTED OTHERWISE.
4. FOR SMALL-DIAMETER HVAC PENETRATIONS SEE DETAIL 2/A-502.

SCHEMATIC DESIGN
NOT FOR CONSTRUCTION

Horace Mann
Elementary
School Roof
Replacement
Project

City Of Melrose

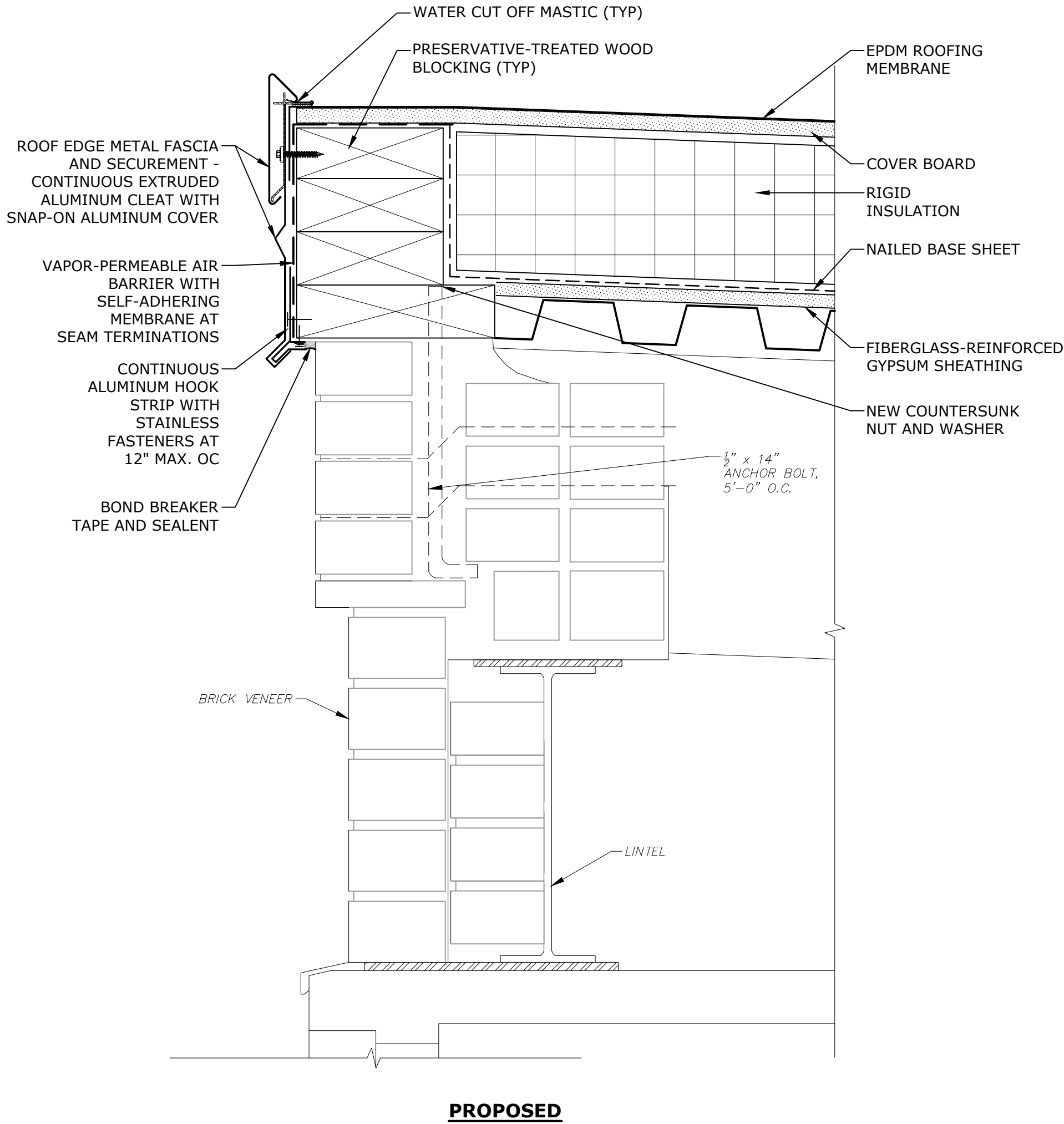
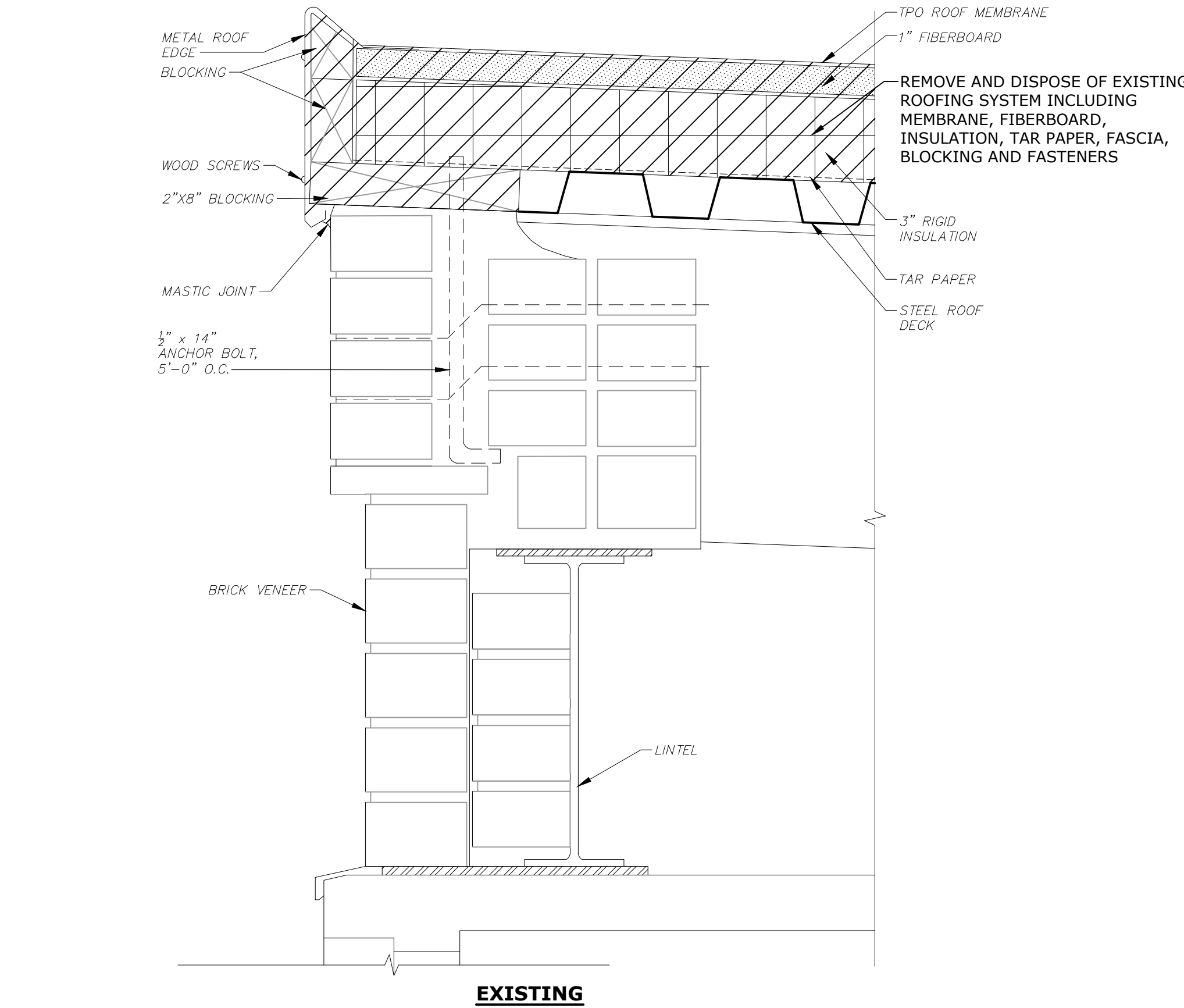
Melrose,
Massachusetts

A	06/20/2022	SCHEMATIC DESIGN
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PROJECT NO: M1215-026		
DATE: 06/20/2022		
FILE: M1215-026-HORACE MANN - A-501.dwg		
DRAWN BY: AH		
CHECKED: MPW		
APPROVED: JPV		

ROOF DETAILS - 1

SCALE: AS SHOWN

A-501



ROOF EDGE DETAIL

3"=1'-0"

1
-

SCHEMATIC DESIGN
NOT FOR CONSTRUCTION

Horace Mann
Elementary
School Roof
Replacement
Project

City Of Melrose

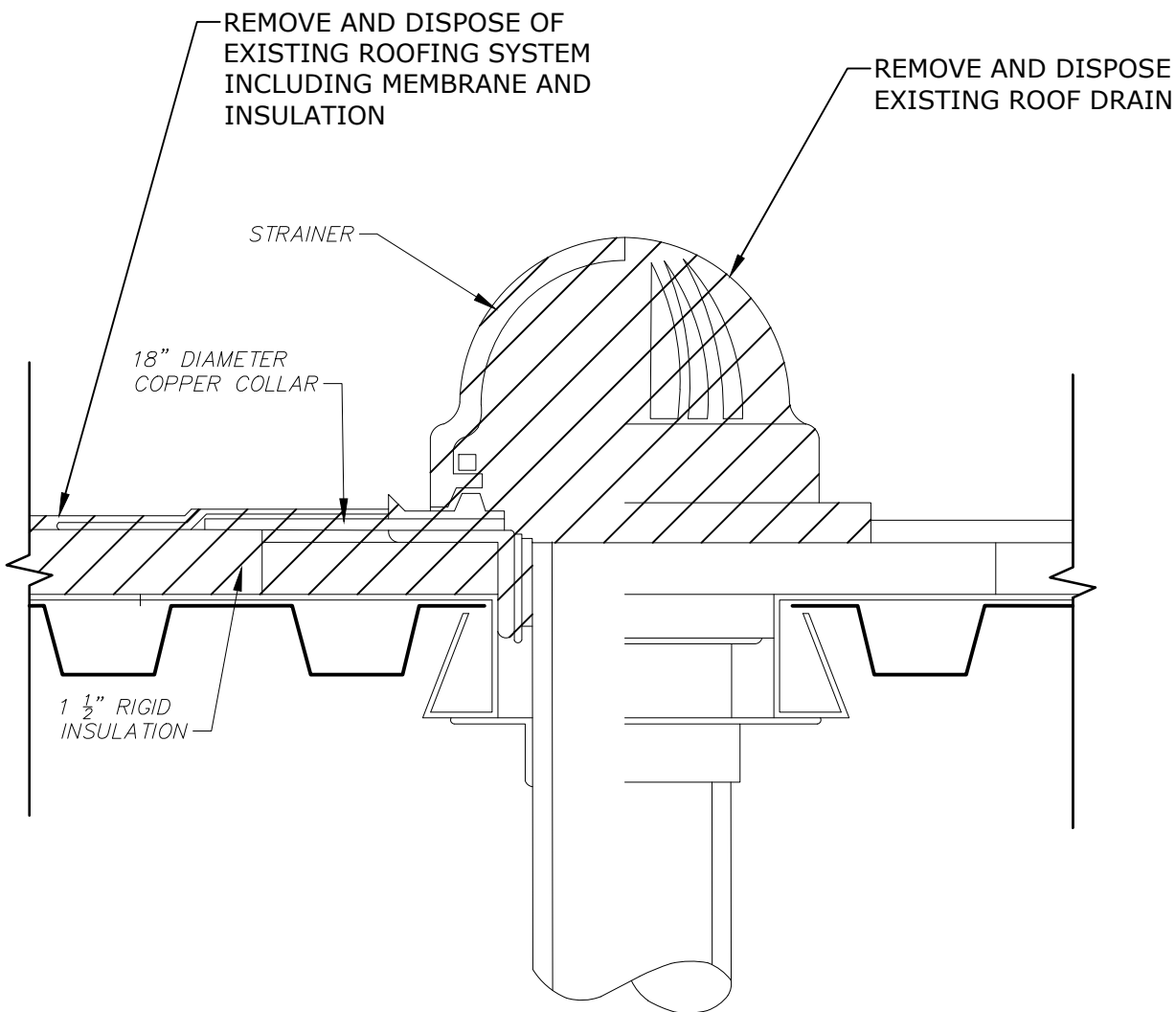
Melrose,
Massachusetts

A	06/20/2022	SCHEMATIC DESIGN
MARK	DATE	DESCRIPTION
PROJECT NO: M1215-026		
DATE: 06/20/2022		
FILE: M1215-026-HORACE MANN - A-501.dwg		
DRAWN BY: AH		
CHECKED: MPW		
APPROVED: JPV		

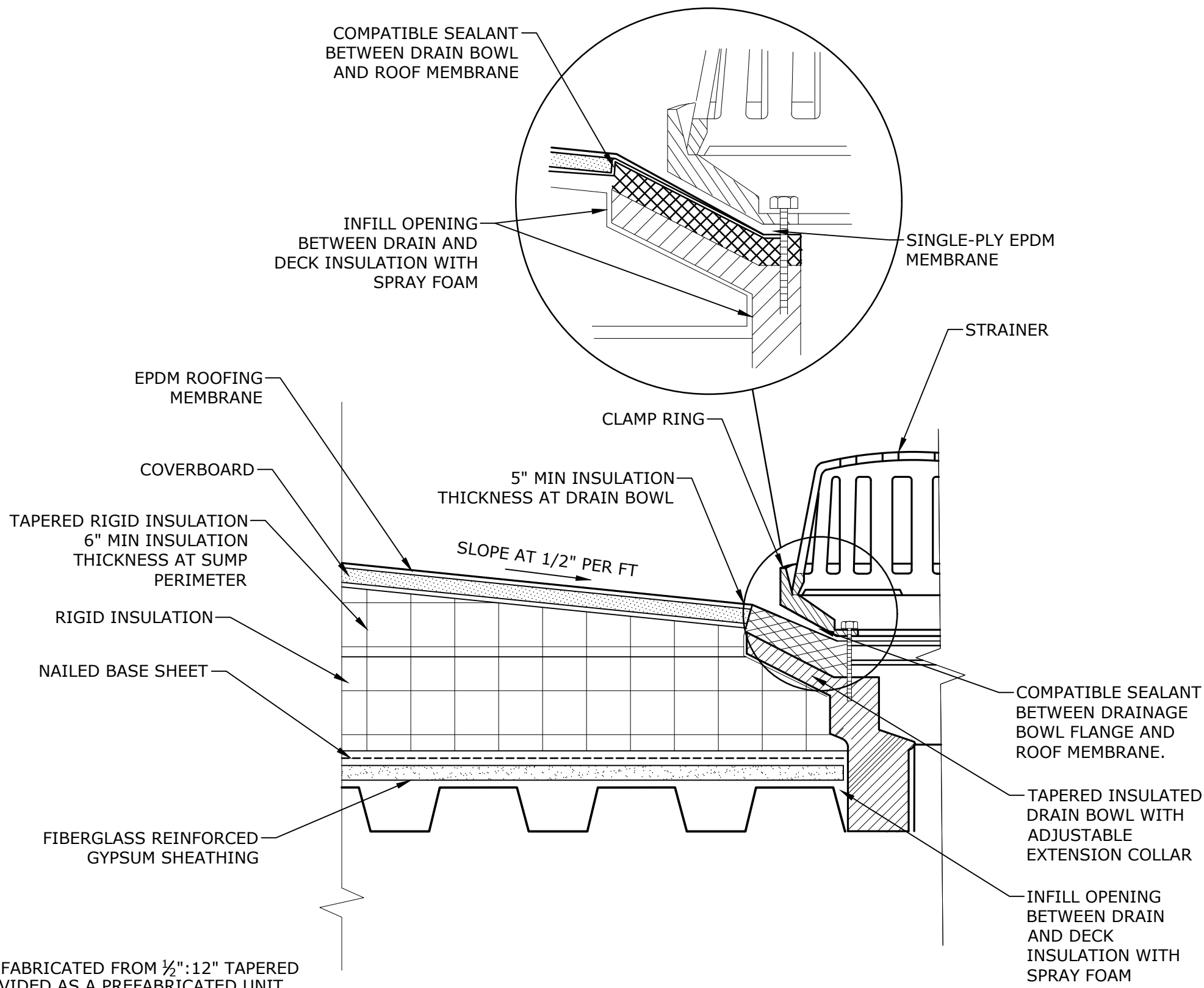
ROOF DETAILS - 2

SCALE: AS SHOWN

A-502



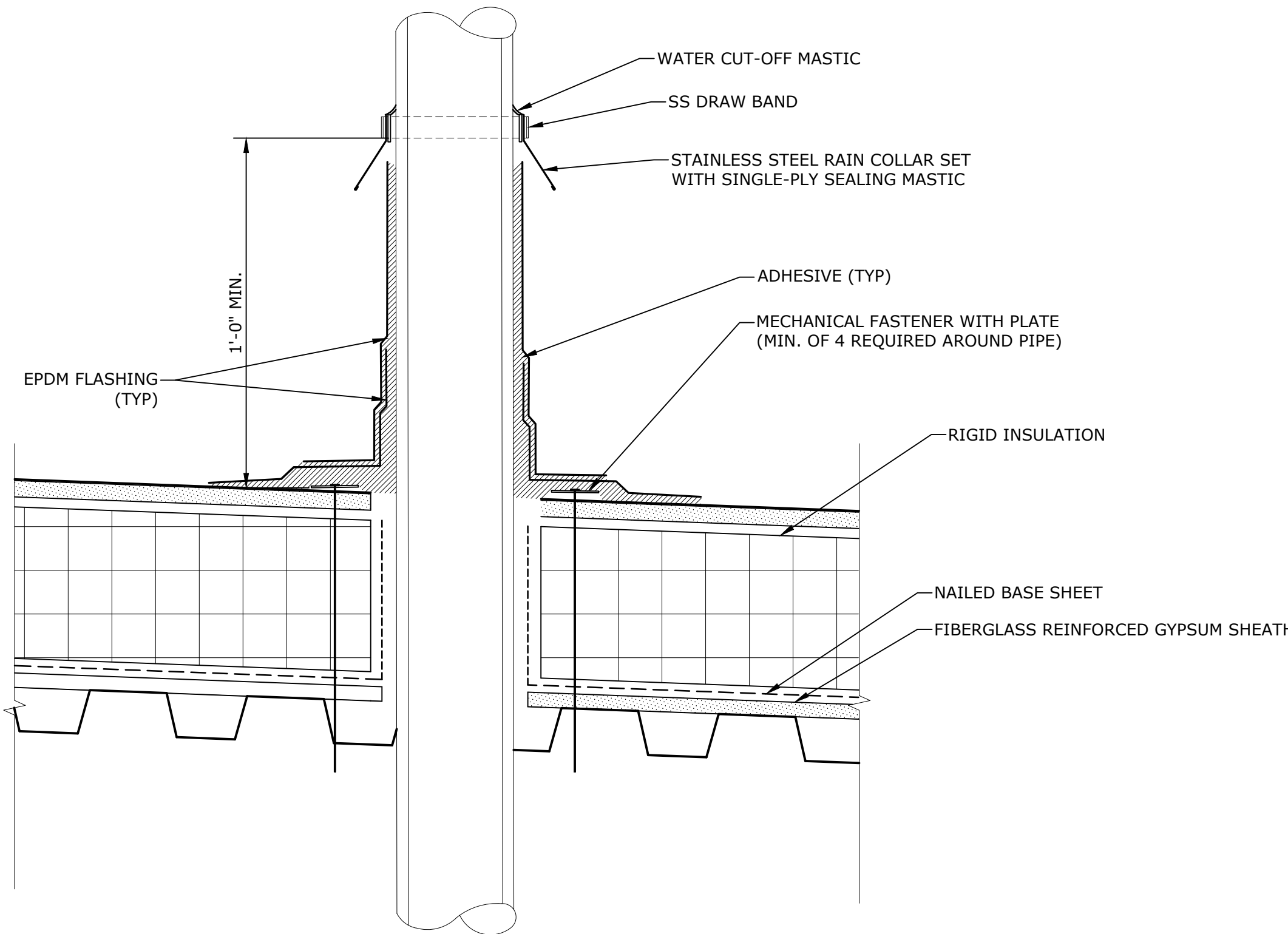
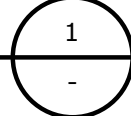
EXISTING



PROPOSED

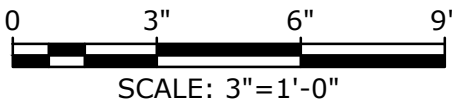
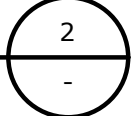
ROOF DRAIN DETAIL

3"=1'-0"



VENT STACK DETAIL

3"=1'-0"



NOTES

1. SUMP MAY BE FIELD-FABRICATED FROM ½":12" TAPERED INSULATION OR PROVIDED AS A PREFABRICATED UNIT.

SCHEMATIC DESIGN
NOT FOR CONSTRUCTION

Horace Mann
Elementary
School Roof
Replacement
Project

City Of Melrose

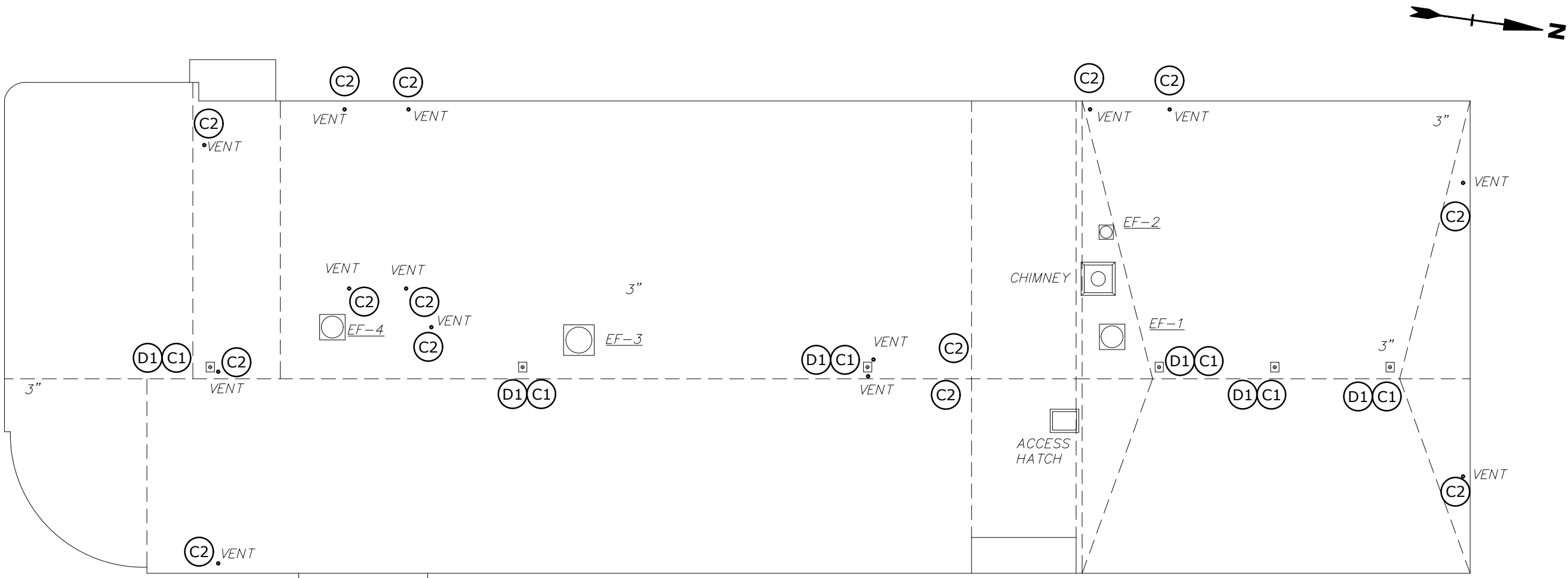
Melrose,
Massachusetts

A	06/20/2022	SCHEMATIC DESIGN
MARK	DATE	DESCRIPTION
PROJECT NO: M1215-026		
DATE: 06/20/2022		
FILE: M1215-026-HORACE MANN - P-101.dwg		
DRAWN BY: PL, JM		
CHECKED: MPW		
APPROVED: FJH, JPV		

PLUMBING ROOF PLAN

SCALE: AS SHOWN

P-101



PLUMBING ROOF DEMOLITION PLAN
1/16" = 1'-0"

- LEGEND
- ACCESS HATCH
 - ROOF DRAIN
 - VENT PIPE PENETRATION

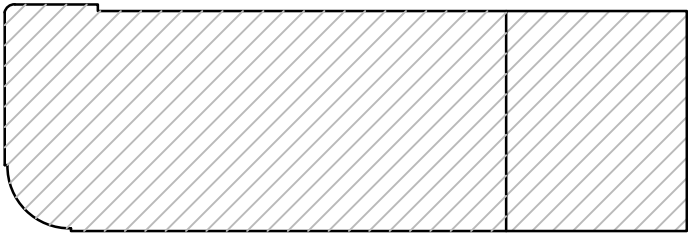
DEMOLITION KEY NOTES:

D1 REMOVE EXISTING ROOF DRAINS. CUT AND CAP EXISTING DRAIN PIPING AWAY FROM DRAIN BODY WITHIN BUILDING. PREPARE FOR FUTURE CONNECTION. COORDINATE EXTENT OF DEMOLITION W/ ROOFING CONTRACTOR TO CONFIRM ADEQUATE CLEARANCE FOR NEW ROOFING INSTALLATION IS PROVIDED.

CONSTRUCTION KEY NOTES:

C1 NEW ROOF DRAIN. DRAIN TO MATCH OUTLET SIZE OF 4". CONNECT NEW PIPE TO EXISTING STORM DRAINAGE SYSTEM WITHIN THE BUILDING. INSULATE RD SUMP AND NEW SECTION OF STORM DRAIN PIPING WITH 1-INCH FIBERGLASS INSULATION WITH ASJ. INSULATION THERMAL CONDUCTIVITY TO BE 0.21-0.27 BTU-IN/(h-ft²-°F). VERIFY TIE-IN LOCATION IN FIELD. COORDINATE WITH ROOFING CONTRACTOR AND GC.

C2 CONFIRM VENT SIZE IN FIELD. EXTEND VENT PIPE WITH SAME SIZE TO TERMINATE 24" ABOVE NEW ROOF.



HORACE MANN KEYPLAN
NO SCALE

0 8' 16' 32'
SCALE: 1/16"=1'-0"

SCHEMATIC DESIGN
NOT FOR CONSTRUCTION

Horace Mann
Elementary
School Roof
Replacement
Project

City Of Melrose

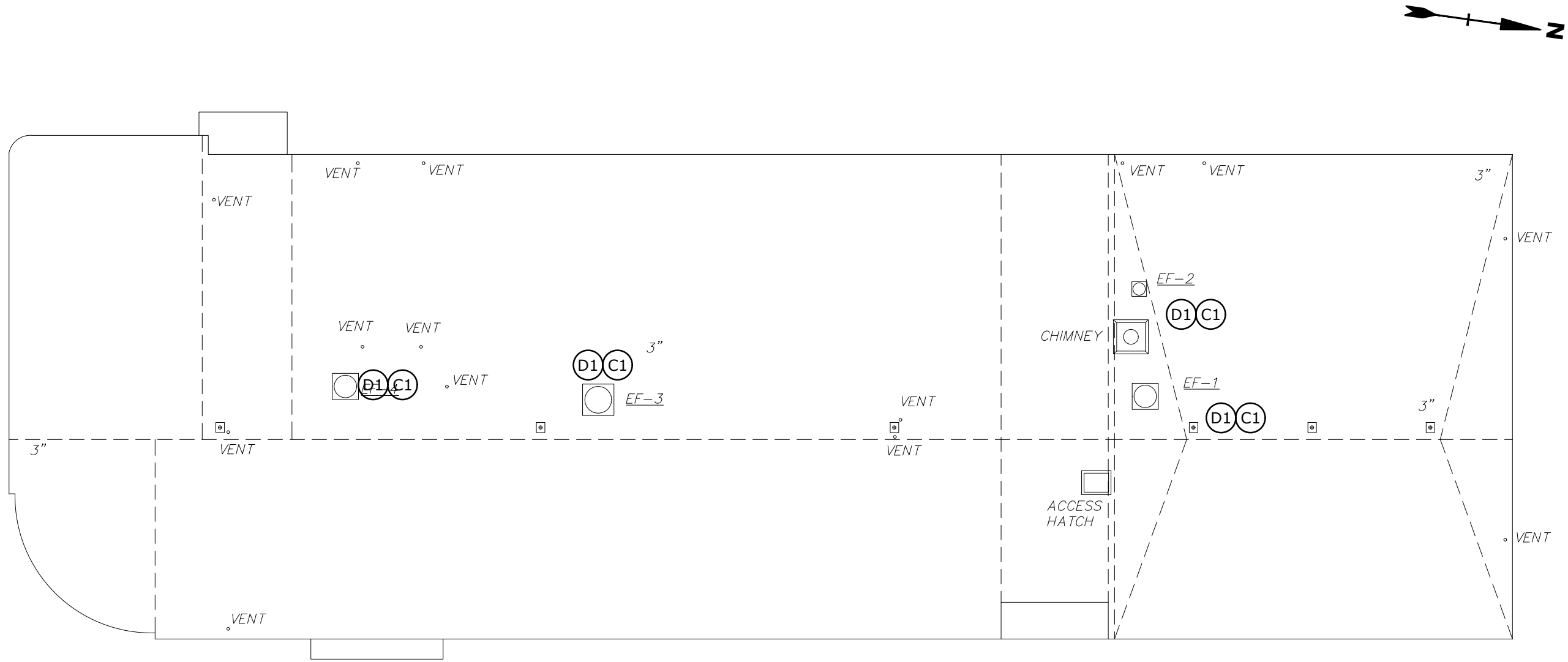
Melrose,
Massachusetts

A	06/20/2022	SCHEMATIC DESIGN
MARK	DATE	DESCRIPTION
PROJECT NO: M1215-026		
DATE: 06/20/2022		
FILE: M1215-026-HORACE MANN - H-101.dwg		
DRAWN BY: PL, JM		
CHECKED: MPW		
APPROVED: FJH, JPV		

HVAC ROOF PLAN

SCALE: AS SHOWN

H-101



LEGEND

- ACCESS HATCH
- EXHAUST FAN

GENERAL NOTES

- VERIFY ALL EXISTING CONDITIONS AND DIMENSIONS PRIOR TO COMMENCEMENT OF WORK. COORDINATE ALL WORK WITH OTHER TRADES.
- THE DRAWINGS ARE DIAGRAMMATIC AND INDICATE THE GENERAL ARRANGEMENT OF SYSTEMS AND WORK INCLUDED IN THE CONTRACT.
- INSTALL EQUIPMENT AND SUPPORTS IN ACCORDANCE WITH ALL RELEVANT BUILDING CODES.
- FIELD VERIFY QUANTITY OF MECHANICAL EQUIPMENT, AND SUPPORTS TO BE REMOVED.
- PERFORM PRE-BALANCE TESTING OF ALL EXHAUST FANS PRIOR TO UNIT REMOVAL, RECORD AIRFLOWS FOR FINAL BALANCING EFFORTS. PROVIDE REPORT TO ENGINEER.
- PROVIDE TEMPORARY CAPS FOR ALL DUCTWORK. NO DUCTWORK SHALL REMAIN OPEN AT ANY TIME.
- DURING DEMOLITION, CONTROL WIRING IS TO BE DISCONNECTED AND PROTECTED FOR FUTURE USES/RECONNECTION.
- ALL MATERIALS, METHODS AND EQUIPMENT INSTALLED MUST BE IN COMPLIANCE WITH PROJECT SPECIFICATIONS AND APPLICABLE CODES.

GENERAL DEMOLITION NOTES

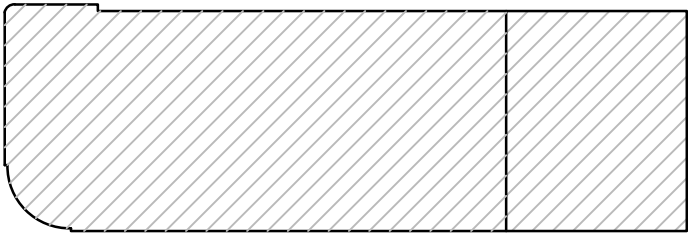
- IT IS NOT THE INTENT OF THESE DOCUMENTS TO SHOW EVERY DEVICE, APPURTENANCE, PIPE, WIRE, OR CONDUIT TO BE REMOVED. HVAC EQUIPMENT, UNITS, AND SYSTEMS NOT BEING REUSED SHALL BE REMOVED IN THEIR ENTIRETY INCLUDING ASSOCIATED SUPPORTS.
- PROPERLY DISPOSE OF DEMOLISHED EQUIPMENT IN COMPLIANCE WITH CODES, REGULATIONS, AND DEP STANDARDS. INVENTORY, SALVAGE AND TURN OVER OR DISPOSE OF EQUIPMENT AT DIRECTION OF OWNER.
- ALL EXISTING SYSTEMS SHALL BE MADE FULLY OPERATIONAL, INCLUDING RECONNECTION TO SERVICES AND DUCTWORK.
- EXISTING EQUIPMENT TO BE REMOVED AND RE-INSTALLED SHALL BE FIELD VERIFIED FOR QUANTITY AND CONDITION. KEEP AN ACCURATE RECORD OF STORED EQUIPMENT INCLUDING CONDITION.
- SYSTEMS REQUIRED TO REMAIN IN OPERATION DURING DEMOLITION SHALL BE CAREFULLY PROTECTED FROM DAMAGE AND CONTAMINATION BY THE CONSTRUCTION PROCESS.

DRAWING DEMOLITION NOTES:

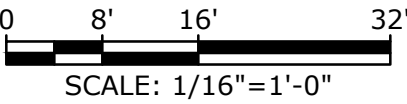
- (D1) DISCONNECT, REMOVE, AND STORE EXHAUST FAN. PROVIDE TEMPORARY CAP OVER DUCT OPENING. DEMOLISH ROOF CURB. MEASURE AIRFLOW OF FAN PRIOR TO UNIT REMOVAL.

DRAWING CONSTRUCTION NOTES:

- (C1) VERIFY ROOF OPENING AND FAN CURB-CAP DIMENSIONS. FURNISH NEW ROOF CURB WITH TRANSITION TO FAN AS REQUIRED (INSTALLED BY GC). CURB TO BE INSULATED AND A MINIMUM 12" ABOVE NEW ROOF. RE-INSTALL REMOVED FAN ON CURB, RECONNECT AND SEAL TO EXISTING DUCTWORK. CONNECT FAN TO EXISTING CONTROLS.



HORACE MANN KEYPLAN
NO SCALE



SCHEMATIC DESIGN
NOT FOR CONSTRUCTION

Horace Mann
Elementary
School Roof
Replacement
Project

City Of Melrose

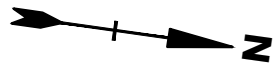
Melrose,
Massachusetts

A	06/20/2022	SCHEMATIC DESIGN
MARK	DATE	DESCRIPTION
PROJECT NO: M1215-026		
DATE: 06/20/2022		
FILE: M1215-026-HORACE MANN - E-101.dwg		
DRAWN BY: AH		
CHECKED: MPW		
APPROVED: FJH, JPV		

ELECTRICAL ROOF PLAN

SCALE: AS SHOWN

E-101



GENERAL NOTES:

- DISCONNECT AND MAKE SAFE THE EXISTING MECHANICAL EQUIPMENT FOR REMOVAL BY HVAC CONTRACTOR. THE EXISTING FEEDER SHALL BE DE-ENERGIZED AND LOCKED OUT FOR THE DURATION OF THE NEW ROOF WORK. RECONNECT EXISTING FEEDER TO EXISTING MECHANICAL EQUIPMENT UPON THE RE-INSTALLATION BY HVAC CONTRACTOR. MODIFY AND EXTEND CONDUIT AND WIRE AS REQUIRED.
- ALL CONDUIT RUNS ACROSS ROOF SHALL BE REMOVED AND REINSTALLED UPON COMPLETION OF ROOF UNLESS CONDUITS AND WIRE HAVE BEEN ABANDONED IN WHICH CASE THEY SHALL BE REMOVED PERMANENTLY. ELECTRICAL CONTRACTOR SHALL FIELD VERIFY ALL EXISTING CIRCUITING TO ROOF TOP EQUIPMENT.
- COORDINATE ALL DEVICE LOCATIONS WITH GC AND/OR OWNER PRIOR TO COMMENCEMENT OF WORK.
- THE LOCATIONS OF EXISTING EQUIPMENT ARE APPROXIMATE. DETERMINE THE EXACT LOCATION OF STRUCTURES BEFORE COMMENCING WORK. BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGE WHICH MIGHT BE OCCASIONED BY FAILURE TO EXACTLY LOCATE AND PRESERVE ANY AND EQUIPMENT AND STRUCTURES.
- ALL PANELBOARDS SHOWN ARE LOCATED ON THE BASEMENT FLOOR.

DEMOLITION LEGEND

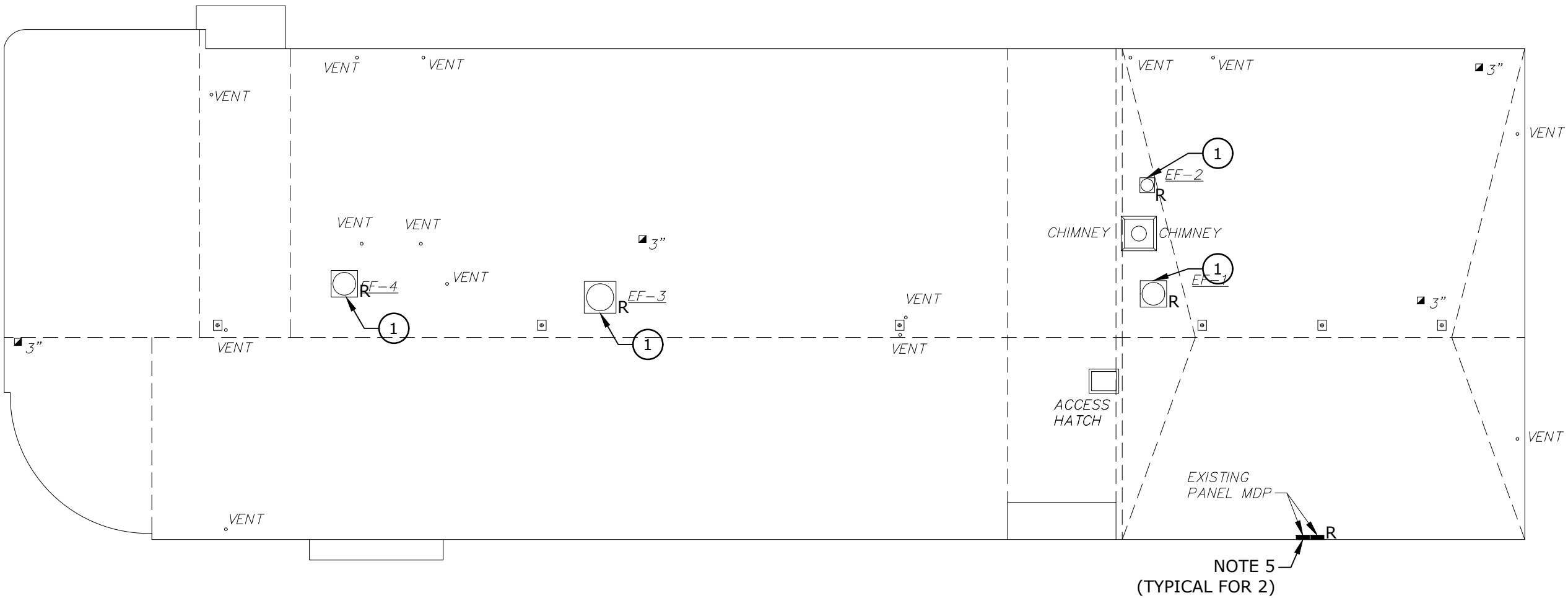
"R" EXISTING DEVICE TO REMAIN ACTIVE AS-IS. SEE GENERAL NOTES FOR ADDITIONAL INFORMATION.

POWER DISTRIBUTION EQUIPMENT

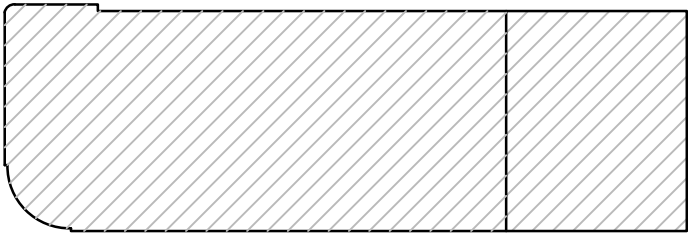
 PANELBOARD, SURFACE MOUNTED

ELECTRICAL KEY NOTES:

- DISCONNECT EXISTING EQUIPMENT. SECURE CONDUCTORS AND MAKE SAFE FOR ROOF INSTALLATION. LOCK OUT TAG OUT CIRCUIT AT LOCAL OVERCURRENT PROTECTION DEVICE. RECONNECT TO REINSTALLED EQUIPMENT. SEE GENERAL NOTE 1. REFER TO HVAC DRAWINGS FOR DETAILS.



ELECTRICAL ROOF PLAN
1/16" = 1'0"



HORACE MANN KEYPLAN
NO SCALE

0 8' 16' 32'
SCALE: 1/16"=1'-0"

**MSBA Accelerated Repair Program
Horace Mann Elementary School
Hoover Elementary School
Roof Replacement project
Melrose, MA**

**Schematic Design Estimate
June 27, 2022**

Tighe & Bond



198 North Washington St, #109, Boston MA 02114

Minutes Acceptance: Minutes of Jan 17, 2023 7:45 PM (Reading of the Minutes)



**MSBA Accelerated Repair Program
Roof Replacement project
Melrose, MA
Schematic Design Estimate
BASIS OF ESTIMATE**

6/27/2022

Roof Replacement project

DOCUMENTATION

This estimate was prepared from the following information:

Schematic Design Drawings provided by Tighe & Bond design team, dated June 20, 2022

BASIS FOR PRICING

This estimate reflects the current construction value for the construction of this project and should not be construed as a prediction of a low bid. Prices are based on local prevailing wage construction costs at the time the estimate was prepared.

PROJECT OUTLINE

The project consists of roof replacement at Horace Mann Elementary School and Hoover Elementary School in Melrose, MA.

QUALIFICATIONS

Owner costs and fees are excluded

ITEMS NOT CONSIDERED IN THIS ESTIMATE

Items not included in this estimate are:

Overtime outside industry standard

Work outside normal hours of operation

Preconstruction fees

Utility Company Charges or Hook-up fees have been excluded

No permits or special fees have been included

Third party commissioning costs.

Owner supplied and/or installed items (e.g.. Draperies, furniture and equipment)

Loose Furniture and Equipment

Owner Supplied and Installed Furniture, Fixtures and Equipment

Relocation / move costs

Air Quality monitoring / Vibration monitoring

Loose technology equipment (i.e. Computers, Printers, Etc.)

The estimate assumes all long-lead items can be pre-purchased to meet schedule requirements.

The estimate is based on the premise that the design will meet all codes, laws, ordinances, rules, and regulations in effect at the time that the estimate was prepared. The estimate shall be adjusted should any discrepancies between design

and the aforementioned codes, laws or ordinances result in, or require, an increase in the Cost 'of the Work

Items identified in the design as Not In Contract (NIC)

Builder's Risk insurance, terrorist insurance and other Owner insurances



Roof Replacement project

June 27, 2022

Horace Mann Elementary School

Melrose, MA

Schematic Design Estimate

		13,450 GSF		
		Cost / SF		
02 Existing Conditions		212,272	15.78	26.8%
05 Metals		5,380	0.40	0.7%
06 Wood, Plastics, and Composites		16,656	1.24	2.1%
07 Thermal & Moisture Protection		475,936	35.39	60.1%
22 Plumbing		29,864	2.22	3.8%
23 HVAC		25,226	1.88	3.2%
26 Electrical		25,960	1.93	3.3%
TOTAL DIRECT COST		791,294	58.83	100%
Design Contingency	15.00%	118,694	8.82	
General Conditions and General Requirements	11.50%	104,649	7.78	
Permits and fees	excluded	-	-	
Contractor's OH&P	5.00%	45,499	3.38	
Escalation (midpoint 2Q 2023)	5.00%	53,007	3.94	
Construction Contingency	excluded	-	-	
TOTAL ESTIMATED CONSTRUCTION COST		1,113,143	82.76	

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**Roof Replacement project
Melrose, MA
Schematic Design Estimate**

6/27/2022

Horace Mann Elementary School

Division	Description	Quantity	Unit	Unit Price	Total	Subtotal Trades	Notes
1	02 Existing Conditions						
2	024100 <i>Selective Demolition</i>						
3	<i>Roof Demolition</i>						
4	Remove and disposed of existing roof - see Hazardous Materials Assessment	13,450	sf		Included		
5	Roof drain remove	2	ea		with plumbing		
6	Remove and dispose of access hatch	1	ea	450.00	450		
7	Existing insulation thickness test cut	4	ea	150.00	600		
8	Remove and dispose of all exiting exhaust fence curb and flashing	62	lf	18.00	1,116		
9	Remove and dispose of chimney flashing	22	lf	6.50	143		
10	Remove and dispose of vent flashing	16	ea	40.00	640		
11	Cutting and patching	1	ls	3,500.00	3,500		
12	Dispose, cart away	1	ls	400.00	400		
13	Temporary roof protection	13,450	sf	1.20	16,140		
14	Dust control	1	ls	4,708.00	4,708		
15	Allowance for overhead protection building entrance below.	150	sf	20.00	3,000		
16							
17	026000 <i>Hazardous Materials Assessment</i>						
18	ACM & PCB Abatement of roof	13,450	sf	13.50	181,575		
19							
20	Subtotal: Existing Conditions					\$ 212,272	
21							
22	05 Metals						
23	051000 <i>Structural Steel Framing</i>						
24	No work show in this section						
25	053000 <i>Metal Decking</i>						
26	Roof deck replacement at Roof B1 damaged areas, assumed 5% of roof area	673	sf	8.00	5,380		
27							
28	Subtotal: Metals					\$ 5,380	
29							
30							
31	06 Wood, Plastics, and Composites						
32	061600 <i>Rough Carpentry</i>						
33	Install new curbing for all HAVC equipment 12" above new roof	56	lf	48.00	2,688		
34	New 3x Pressure treated blocking at roof edge	538	lf	24.00	12,912		
35	Roof curb with two block between original building and 1955 addition	66	lf	16.00	1,056		
36							
37	Subtotal: Wood, Plastics, and Composites					\$ 16,656	
38							
39	07 Thermal & Moisture Protection						
40	075000 <i>Membrane Roofing</i>						
41	<i>New Construction</i>						
42	90 mil EDPM roofing system; 30 year warranty	13,450	sf	30.00	403,500		
43	Tapered crickets	4	ea	80.00	320		
44	New walkway pad, assumed 10% of roof area	1,345	sf	6.50	8,743		
45							

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**Roof Replacement project
Melrose, MA
Schematic Design Estimate**

6/27/2022

Horace Mann Elementary School

Division	Description	Quantity	Unit	Unit Price	Total	Subtotal Trades	Notes
46	076500 <i>Flashing and Sheet Metal</i>						
47	Roof edge metal fascia and securement, continuous extruded aluminum cleat, continuous aluminum hook strip with stainless fasteners	538	lf	49.00	26,362		
48	Snap-on aluminum cover	538	lf	38.00	20,444		
49	New flashing at HAVC equipment curbing	56	lf	14.00	784		
50	Stainless steel chimney flashing	20	lf	32.00	640		
51	Access hatch flashing	16	lf	18.00	288		
52	Vents pipe flashing	12	ea	85.00	1,020		
53	Roof drain flashing	6	ea	350.00	2,100		
54	Misc. roof flashing	1	al	1,500.00	1,500		
55							
56	077100 <i>Roof Specialties</i>						
57	Access hatch	1	ea	4,250.00	4,250		
58							
59	079100 <i>Joint Sealants</i>						
60	Exterior caulking and sealants at all roof penetrations	13,450	sf	0.45	5,985		
61							
62	Subtotal: Thermal & Moisture Protection					\$ 475,936	
63							
64	22 Plumbing						
65	Demolition						
66	Roof drains	6	ea	332.10	1,993		
67							
68	New						
69	Sanitary vent system						
70	Extend vent piping to 24"	14	ea	570.00	7,980		
71							
72	Roof drainage system						
73	Roof drain including new piping/insulation and tie-in to existing, Allowance	6	ea	1,648.50	9,891		Assume 4" drains
74							
75	Materials supply and bidding/market conditions allowance	1	ls	5,000.00	5,000		
76	Supervision/PM	1	ls	5,000.00	5,000		
77							
78	Subtotal: Plumbing					\$ 29,864	
79							

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**Roof Replacement project
Melrose, MA
Schematic Design Estimate**

6/27/2022

Horace Mann Elementary School

	Division	Description	Quantity	Unit	Unit Price	Total	Subtotal Trades	Notes
80	23	HVAC						
81		Demolition						
82		Exhaust fans, store on site for reinstallation, Allowance	4	ea	764.10	3,056		
83								
84		New						
85		Exhaust fans, reinstall previously removed	4	ea	1,167.52	4,670		
86								
87		Miscellaneous to include seismic controls and testing/start-up	1	ls	2,500.00	2,500		
88		Materials supply and bidding/market conditions allowance	1	ls	10,000.00	10,000		
89								
90		Supervision/PM	1	ls	5,000.00	5,000		
91		Subtotal: HVAC					\$ 25,226	
92	26	Electrical						
93		Demolition						
94		Disconnect and makes safe exhaust fans, for removal by others	4	ea	300.00	1,200		
95		Re-work/remove/replace any conduit/wire as necessary, Allowance	1	ls	2,000.00	2,000		
96								
97		New						
98		Equipment and machinery power						
99		Extend circuit if necessary and reconnect exhaust fans	4	ea	1,390.02	5,560		
100								
101		Miscellaneous to include seismic controls and testing/start-up	1	ls	700.00	700		
102		Materials supply, small job premium and bidding/market conditions allowance	1	ls	15,000.00	15,000		
103								
104		Supervision/PM	1	ls	1,500.00	1,500		
105								
106		Subtotal: Electrical					\$ 25,960	
107								

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HORACE MANN ELEMENTARY SCHOOL, MELROSE, MA PRE-RENOVATION HBMA SERVICES

TO: Denise M. Gaffey – Directory and City Planner – City of Melrose
FROM: Frank Rodrigues – Tighe & Bond
COPY: Matthew Wzorek – Tighe & Bond
DATE: June 8, 2022

Tighe & Bond Inc., (Tighe & Bond) has prepared the following technical memorandum to summarize the Hazardous Building Material Assessment (HBMA) conducted at the Horace Mann Elementary School. (the "Site"). A facility improvement project, which includes full replacement of the existing roof is currently proposed for the school building. The current roof systems consists of a rubber membrane roof system with fiberboard insulation applied onto a metal roof deck. The HBMA was limited to the roof area being proposed for renovation impact. As required by state and federal regulations, characterization of various waste streams generated during construction projects must be completed to ensure their proper management.

The Assessment included a visual observation and bulk sampling of suspect hazardous building materials (asbestos, painted/coated building materials), and a visual inventory of other hazardous/regulated wastes (i.e., mercury-containing equipment, refrigerants, PCB-containing equipment, etc.). The HBMA was performed to support the proposed facility improvement project and to address/prepare budgets for management of environmentally related building materials.

Tighe & Bond's assessment and report are subject to the HBMA Limitations provided as Appendix A. The Assessment was performed on May 20, 2022, by Tighe & Bond's Massachusetts licensed asbestos inspector, Francisco J. Rodrigues, (#AI040131). Mr. Rodrigues' inspector license and certification are included as Appendix B of this report.

1 Hazardous Building Materials Assessment

1.1 Asbestos-Containing Building Materials

Prior to any type of building renovation or demolition, a thorough investigation is required to identify and quantify asbestos containing materials (ACM) which may be impacted by the demolition or renovation activities. The survey is required by the United States Environmental Protection Agency (EPA) National Emissions Standard for Hazardous Air Pollutants (NESHAP) regulations (Title 40 CFR, Part 61, Subpart M); Massachusetts Department of Environmental Protection (MassDEP) regulations (310 CMR 7.15); Massachusetts Department of Labor Standards (MADLS) regulations, (454 CMR 28.00); as well as applicable portions of the Occupational Safety and Health Administration (OSHA) asbestos in construction regulations (CFR 1926.1101).

The asbestos assessment was limited to accessible areas of the roof and roof top equipment to determine the presence or absence of suspect ACM that have potential for disturbance during the proposed renovation activities and would be subject to abatement prior to roof replacement.

Minutes Acceptance: Minutes of Jan 17, 2023 7:45 PM (Reading of the Minutes)

Suspect materials were divided into "homogeneous materials", building materials which were determined by the inspector to be homogeneous based on their color, texture, and age. A number of bulk samples of suspect ACM from each homogenous group of materials were collected in general accordance with standards described in the Environmental Protection Agency (EPA) Asbestos Hazard and Emergency Response Act (AHERA) Regulations for schools. AHERA sampling protocols are only recommended for use by MassDEP and EPA as they do not regulate bulk sampling standards.

Bulk samples were collected and submitted to Aerobiology Laboratories Associates Inc., (Aerobiology) of Woburn, Massachusetts for analysis via Polarized Light Microscopy with Dispersion Staining (PLM/DS) in accordance with the EPA/600/R-93/116 Method. ProScience is a Massachusetts licensed and American Industrial Hygiene Association (AIHA)-accredited asbestos laboratory.

Suspect materials identified and sampled are included as inventory tables in Appendix C. The tables describes material locations, sample numbers, quantities, condition, analytical results, and specific comments relative to our findings. The asbestos laboratory report is included in Appendix D.

The MassDEP defines a material that contains greater than or equal to one percent ($\geq 1\%$) asbestos utilizing PLM/DS, as being an ACM. Materials that are identified as "none detected" are specified as not containing asbestos. Materials containing less than one percent ($< 1\%$) asbestos are regulated to a degree by OSHA related to work practices, worker exposure, and waste containerization and in Massachusetts, materials containing $< 1\%$ asbestos are considered asbestos-containing waste material (ACWM) and must be packaged and disposed of as ACWM in accordance with 310 CMR 7.15.

A total of nine homogeneous areas were identified during the inspection and 18 samples of suspect ACM were collected. The tar material or hot mop applied to the roof deck in the original section of the roof was determined to contain $< 1\%$ asbestos and therefore is classified as an ACWM.

Samples of other suspect ACM collected during the survey, were determined to be non-asbestos containing. Refer to Appendix C for a list of each suspect material identified and sampled.

Other suspect materials encountered during any renovation activities that are not identified in this report as being non-ACM should be assumed to be ACM until sample collection and laboratory analysis indicate otherwise.

Tighe & Bond recommends the bottommost roofing layer be treated as ACM. The ACMs identified at the Horace Mann School should be removed by a licensed asbestos abatement contractor, utilizing trained and licensed personnel prior to renovation, demolition or any activity that has the potential to disturb these materials. Tighe & Bond recommends the creation of a project specific asbestos abatement scope of work or technical specification for the removal of ACM. The specification must be developed by a Massachusetts licensed asbestos project designer, and it should address such important issues as regulatory requirements, notification procedures, insurance considerations, air sampling needs and other pertinent information. Abatement activities must be subject to a passing post abatement visual inspection by an asbestos monitoring firm not affiliated with the abatement contractor. The same firm typically collects, analyzes and reports the State required post abatement clearance air samples.

The current scope of construction does not call for the removal of the metal roof deck. In the event sections of the roof deck must be cut and replaced Tighe & Bond recommends those sections be removed by a licensed asbestos abatement contractor.

1.2 Universal Waste and Other Regulated Building Waste

Tighe & Bond performed a visual inspection of the proposed renovation areas to identify hazardous materials, universal waste materials or other regulated wastes that have the potential for disturbance during the roof replacement project. No regulated wastes were identified.

Appendices:

APPENDIX A: HBMA Limitations

APPENDIX B: Inspector's Certification

APPENIDX C: Suspect Asbestos Containing Materials Inventory Table

APPENDIX D: Asbestos Laboratory Report

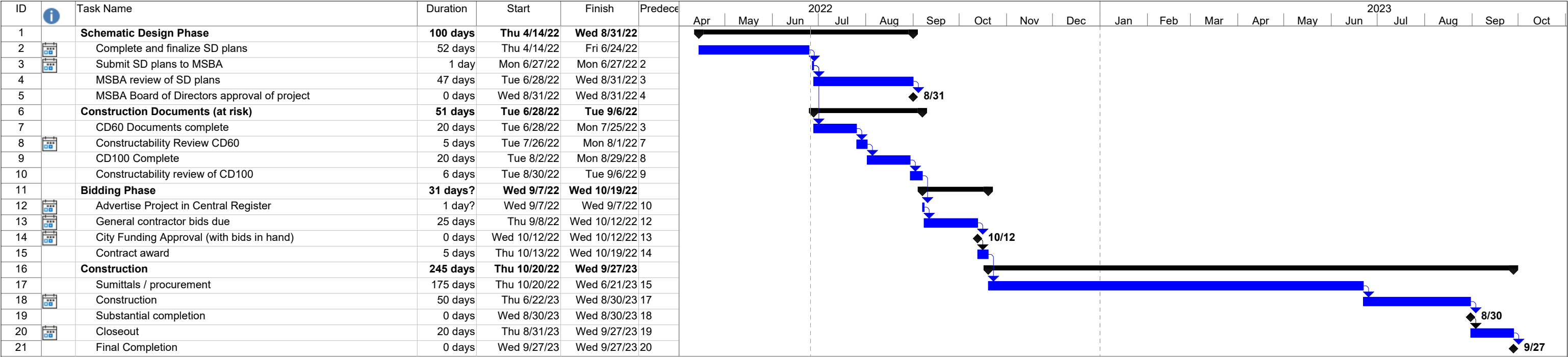
J:\M\M1215\026 Melrose\HBMA\Horace Mann\Final Report\Horace Mann_Tech Memo_Final.docx

Minutes Acceptance: Minutes of Jan 17, 2023 7:45 PM (Reading of the Minutes)

**EXHIBIT C
PROJECT SCHEDULE
CITY OF MELROSE
HERBERT CLARK HOOVER ELEMENTARY SCHOOL AND
HORACE MANN ELEMENTARY SCHOOL**

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PROJECT FUNDING AGREEMENT

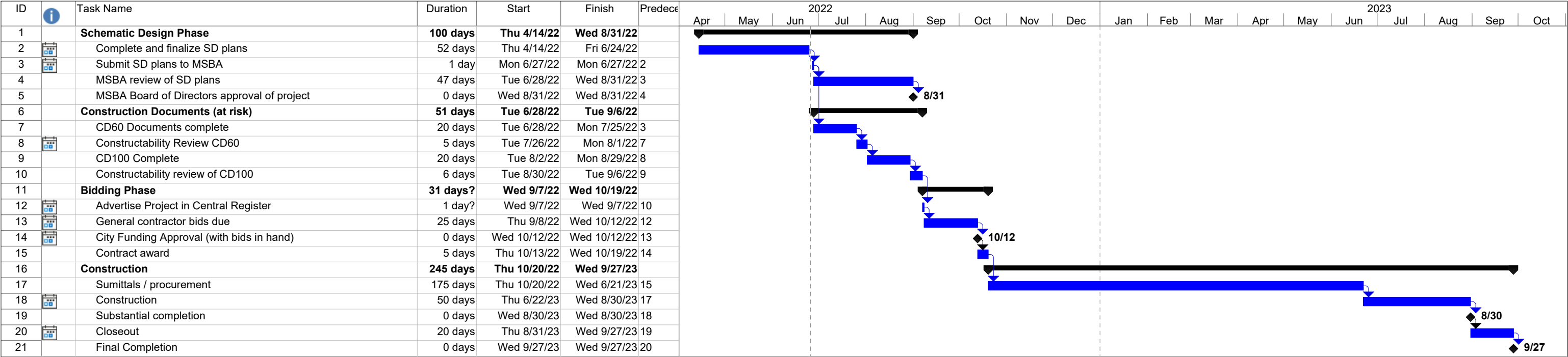


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Hoover Elementary School - Melrose, MA
Date: Sun 6/26/22

Task		Project Summary		Inactive Summary		Manual Summary		External Milestone	
Split		External Tasks		Manual Task		Start-only		Progress	
Milestone		External Milestone		Duration-only		Finish-only		Deadline	
Summary		Inactive Milestone		Manual Summary Rollup		External Tasks			



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Horace Mann Elementary School - Melrose, MA
Date: Sun 6/26/22

Task		Project Summary		Inactive Summary		Manual Summary		External Milestone	
Split		External Tasks		Manual Task		Start-only		Progress	
Milestone		External Milestone		Duration-only		Finish-only		Deadline	
Summary		Inactive Milestone		Manual Summary Rollup		External Tasks			

**EXHIBIT D
CASH FLOW
CITY OF MELROSE
HERBERT CLARK HOOVER ELEMENTARY SCHOOL AND
HORACE MANN ELEMENTARY SCHOOL**

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PROJECT FUNDING AGREEMENT

Melrose Public Schools Hoover Elementary School - CASH FLOW	Budget	To Date	Jul-22	Aug-22	Sep-22	Oct-22	Nov-22	Dec-22	Jan-23	Feb-23	Mar-23	Apr-23	May-23	Jun-23	Jul-23	Aug-23	Sep-23	Oct-23	Nov-23	Total	Remainin	
OPM Feasibility Study	\$7,500	\$7,500																		\$7,500		
A&E Feasibility Study	\$49,100	\$49,100																		\$49,100		
OPM - Construction Contract Documents	\$20,434		\$10,217	\$10,217																\$20,434		
OPM - Bidding	\$8,960				\$4,480	\$4,480														\$8,960		
OPM - Construction Contract Administration	\$101,045						\$2,500	\$2,500	\$2,500	\$2,500	\$2,500	\$2,500	\$2,500	\$10,000	\$30,000	\$30,000	\$13,545			\$101,045		
OPM - Closeout	\$12,558																	\$6,279	\$6,279	\$12,558		
OPM - Reimbursable & Other Services	\$5,000				\$2,500	\$2,500														\$5,000		
AE - Construction Contract Documents	\$60,400		\$30,200	\$30,200																\$60,400		
AE - Bidding	\$4,400				\$2,200	\$2,200														\$4,400		
AE - Construction Contract Administration	\$34,600						\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$9,000	\$9,000	\$9,000	\$600			\$34,600		
AE - Closeout	\$3,600																	\$1,800	\$1,800	\$3,600		
AE - Hazardous Materials	\$10,700		\$1,500	\$1,500										\$2,700	\$2,500	\$2,500				\$10,700		
Construction Budget	\$1,881,016											\$150,000	\$150,000	\$200,000	\$500,000	\$500,000	\$200,000	\$181,016		\$1,881,016		
Construction Contingency	\$94,051											\$7,500	\$7,500	\$10,000	\$25,000	\$25,000	\$10,000	\$9,051		\$94,051		
Owner's Contingency	\$13,085																	\$7,000	\$6,085		\$13,085	
Total Project Budget	\$2,306,449	\$56,600	\$41,917	\$41,917	\$9,180	\$9,180	\$3,500	\$3,500	\$3,500	\$3,500	\$3,500	\$161,000	\$161,000	\$231,700	\$566,500	\$566,500	\$224,145	\$205,146	\$14,164	\$2,306,449		
Cummulative Cash Out		\$56,600	\$98,517	\$140,434	\$149,614	\$158,794	\$162,294	\$165,794	\$169,294	\$172,794	\$176,294	\$337,294	\$498,294	\$729,994	\$1,296,494	\$1,862,994	\$2,087,139	\$2,292,285	\$2,306,449			

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Melrose Public Schools Horace Mann Elementary School - CASH FLOW	Budget	To Date	Jul-22	Aug-22	Sep-22	Oct-22	Nov-22	Dec-22	Jan-23	Feb-23	Mar-23	Apr-23	May-23	Jun-23	Jul-23	Aug-23	Sep-23	Oct-23	Nov-23	Total	Remainin
OPM Feasibility Study	\$7,500	\$7,500																		\$7,500	
A&E Feasibility Study	\$40,700	\$40,700																		\$40,700	
OPM - Construction Contract Documents	\$20,434		\$10,217	\$10,217																\$20,434	
OPM - Bidding	\$8,960				\$4,480	\$4,480														\$8,960	
OPM - Construction Contract Administration	\$101,045						\$2,500	\$2,500	\$2,500	\$2,500	\$2,500	\$2,500	\$2,500	\$10,000	\$30,000	\$30,000	\$13,545			\$101,045	
OPM - Closeout	\$12,558																	\$6,279	\$6,279	\$12,558	
OPM - Reimbursable & Other Services	\$5,000				\$2,500	\$2,500														\$5,000	
AE - Construction Contract Documents	\$41,400		\$20,700	\$20,700																\$41,400	
AE - Bidding	\$4,400				\$2,200	\$2,200														\$4,400	
AE - Construction Contract Administration	\$28,800						\$500	\$500	\$500	\$500	\$500	\$500	\$500	\$8,000	\$8,000	\$8,000	\$1,300			\$28,800	
AE - Closeout	\$3,600																	\$1,800	\$1,800	\$3,600	
AE - Hazardous Materials	\$5,400		\$750	\$750										\$1,500	\$1,500	\$900				\$5,400	
Construction Budget	\$1,113,143											\$50,000	\$50,000	\$100,000	\$300,000	\$300,000	\$200,000	\$113,143		\$1,113,143	
Construction Contingency	\$55,657											\$2,500	\$2,500	\$5,000	\$15,000	\$15,000	\$10,000	\$5,657		\$55,657	
Owner's Contingency	\$11,580																	\$6,000	\$5,580	\$11,580	
Total Project Budget	\$1,460,177	\$48,200	\$31,667	\$31,667	\$9,180	\$9,180	\$3,000	\$3,000	\$3,000	\$3,000	\$3,000	\$55,500	\$55,500	\$124,500	\$354,500	\$353,900	\$224,845	\$132,879	\$13,659	\$1,460,177	
Cummulative Cash Out		\$48,200	\$79,867	\$111,534	\$120,714	\$129,894	\$132,894	\$135,894	\$138,894	\$141,894	\$144,894	\$200,394	\$255,894	\$380,394	\$734,894	\$1,088,794	\$1,313,639	\$1,446,518	\$1,460,177		

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**EXHIBIT E
PROJECT SITE
CITY OF MELROSE
HERBERT CLARK HOOVER ELEMENTARY SCHOOL AND
HORACE MANN ELEMENTARY SCHOOL**

**Herbert Clark Hoover Elementary School
37 Glendower Road
Melrose, MA 02176**

**Horace Mann Elementary School
40 Damon Ave
Melrose, MA 02176**

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PROJECT FUNDING AGREEMENT

**EXHIBIT F
FURNISHINGS AND EQUIPMENT
CITY OF MELROSE
HERBERT CLARK HOOVER ELEMENTARY SCHOOL AND
HORACE MANN ELEMENTARY SCHOOL**

THERE IS NO EXHIBIT F

Minutes Acceptance: Minutes of Jan 17, 2023 7:45 PM (Reading of the Minutes)

PROJECT FUNDING AGREEMENT

EXHIBIT G
STANDARD CONSTRUCTION CONTRACT INSURANCE
PROVISIONS FOR AN OWNER-CONTRACTOR CONTRACT
CITY OF MELROSE
HERBERT CLARK HOOVER ELEMENTARY SCHOOL AND
HORACE MANN ELEMENTARY SCHOOL

Minutes Acceptance: Minutes of Jan 17, 2023 7:45 PM (Reading of the Minutes)

PROJECT FUNDING AGREEMENT

EXHIBIT "G"

**MASSACHUSETTS SCHOOL BUILDING AUTHORITY
STANDARD CONSTRUCTION CONTRACT INSURANCE PROVISIONS FOR AN
OWNER-CONTRACTOR CONTRACT
(Alternate Form for Construction Manager at Risk on Page 6 of this Exhibit)**

The District shall include, at a minimum, the following language regarding insurance requirements in the Owner-Contractor contract. The District may impose additional insurance requirements provided that any such additional requirements shall not be inconsistent with the requirements imposed by the standard language set forth herein and further provided that, prior to issuing an invitation for bids for construction of the Project, the District shall give the Authority adequate written notice clearly describing any such additional requirements so that the Authority may, at its discretion, review and comment upon such additional requirements. Any such additional requirements may be set forth in Section 8 of the Insurance Requirements below. It shall be the sole responsibility of the District to determine whether additional insurance requirements are desirable or necessary for the Project and should be included in the Owner-Contractor contract.

INSURANCE REQUIREMENTS (Design-Bid-Build)**1. Insurance Generally.**

A. The Contractor shall purchase and maintain insurance of the type and limits listed in this Article with respect to the operations as well as the completed operations of this Contract. This insurance shall be provided at the Contractor's expense and shall be in full force and effect for the full term of the Contract or for such longer period as this Article requires.

B. All policies shall be written on an occurrence basis and be issued by companies lawfully authorized to write that type of insurance under the laws of the Commonwealth with a financial strength rating of A- or better as assigned by AM Best Company, or an equivalent rating assigned by a similar rating agency acceptable to the Owner, or as otherwise acceptable to the Owner.

C. The Contractor shall submit three originals of each certificate of insurance, acceptable to the Owner, simultaneously with the execution of this Contract. Certificates shall show each type of insurance, insurance company, policy number, amount of insurance, deductibles and/or self-insured retentions, and policy effective and expiration dates. Certificates shall show the Massachusetts School Building Authority (hereinafter "Authority"), the Owner and anyone else the Owner may request as additional insureds as to all policies of liability insurance. Certificates shall specifically note the following:

- that the automobile liability, umbrella liability and pollution liability policies include the Authority and the Owner as additional insureds;
- that all policies include the coverage and endorsements in accordance with the terms and conditions as required by this Contract;
- that none of the coverages shall be cancelled, terminated, or materially modified unless and until thirty (30) days prior notice is given in writing to the Owner and the Authority;
- the Contractor shall submit updated certificates of insurance prior to the expiration of any of the policies referenced in the certificates so that the Owner shall at all times possess certificates indicating current coverage.

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D. The Contractor shall file one certified, complete copy of all policies and endorsements with the Owner within sixty (60) days after Contract award. If the Owner is damaged by the Contractor's failure to maintain such insurance and to comply with the terms of this Article, then the Contractor shall be responsible for all costs and damages to the Owner and the Authority attributable thereto.

E. Termination, cancellation, or material modification of any insurance required by this Contract, whether by the insurer or the insured, shall not be valid unless written notice thereof is given to the Owner, and the Authority to the extent that the Authority is an additional insured, at least thirty (30) days prior to the effective date thereof, which shall be expressed in said notice.

F. The Contractor is responsible for the payment of any and all deductibles under all of the insurance required herein. Neither the Owner nor the Authority shall in any instance be responsible for the payment of deductibles, self-insured retentions, or any portion thereof.

2. Contractor's Commercial General Liability.

A. The Contractor shall purchase and maintain general liability coverage on the ISO form CG 00 01 or equivalent, including products and completed operations, on an occurrence basis. The form must be amended to state that the aggregate limit applies on a per location/project basis. The policy shall provide the following minimum coverage to protect the Contractor from claims with respect to the operations performed by Contractor and any employee, subcontractor, or supplier, or by anyone for whose acts they may be liable unless a higher coverage is specified in Section 8 below in which case the Contractor shall provide the additional coverage:

Bodily Injury &	\$1,000,000 each occurrence
Property Damage	\$2,000,000 general aggregate per project
Products & Completed Operations	\$1,000,000 annual aggregate
Personal & Advertising Injury	\$1,000,000 each occurrence
Medical Expenses	\$5,000

B. This policy shall include coverage relating to explosion, collapse, and underground property damage.

C. This policy shall include contractual liability coverage.

D. The completed operations coverage shall be maintained for a period of three (3) years after Substantial Completion and acceptance by the Owner. The Contractor shall provide renewal certificates of insurance to the Owner as evidence that this coverage is being maintained.

E. If the Work includes work to be performed within fifty (50) feet of a railroad, any exclusion for liability assumed under contract for work within fifty (50) feet of a railroad shall be deleted.

F. This policy shall include the Authority, the Owner and anyone else requested by the Owner as additional insureds via endorsements CG 20 10 for ongoing operations and CG 20 37 for completed operations. This policy shall be primary and non-contributory with respect to any other insurance available to additional insureds.

G. The policy shall include endorsement CG 24 04, a Waiver of Subrogation in favor of the Authority and the Owner.

3. Automobile Liability.

A. The Contractor shall purchase and maintain the following minimum coverage with respect to the operations of any owned, non-owned, and hired vehicles including trailers used in the performance of the work, unless a higher coverage is specified in Section 8 below in which case the Contractor shall provide the additional coverage:

Bodily Injury & Property Damage \$1,000,000 combined single limit

B. The policy shall include a CA 99 48 Broadened Pollution Endorsement. If specified in Section 8 below, the Contractor, if hauling contaminants and/or pollutants, must adhere to Sections 29 and 30 of the Motor Carrier Act of 1980, which shall include coverage Form MCS-90.

C. The policy shall name the Authority and the Owner as additional insureds.

D. The policy shall contain a Waiver of Subrogation in favor of the Owner and the Authority.

4. Contractor's Pollution Liability.

The Contractor shall purchase and maintain coverage for bodily injury and property damage resulting from liability arising out of pollution related exposures such as asbestos abatement, lead paint abatement, tank removal, removal of contaminated soil, etc. The insurance policy shall cover the liability of the Contractor during the process of removal, storage, transport and disposal of hazardous waste and contaminated soil and/or asbestos abatement. The policy shall include coverage for on-Site and off-Site bodily injury and loss of, damage to, or loss of use of property, directly or indirectly arising out of the discharge, dispersal, release or escape of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids or gas, waste materials or other irritants, contaminants or pollutants into or upon the land, the atmosphere or any water course or body of water, whether it be gradual or sudden and accidental. The policy shall also include defense and clean-up costs. The Authority and the Owner shall be named as additional insureds and coverage must be on an occurrence basis. The amount of coverage shall be as follows unless a higher amount is specified in Section 8 below to this Contract, in which case the Contractor shall provide the additional coverage:

Limit of liability	\$1,000,000 per occurrence
	\$3,000,000 aggregate

5. Worker's Compensation.

A. The Contractor shall provide the following coverage in accordance with M.G.L. c.149 §34A and c.152, as amended, unless a higher coverage is specified in Section 8 below, in which case the Contractor shall provide the higher coverage:

Worker's Compensation	Statutory limits
Employer's Liability	\$ 500,000 each accident
	\$ 500,000 disease per employee
	\$ 500,000 disease policy aggregate

B. If specified in Section 8 below, the policy must be endorsed to cover United States Longshoremen & Harborworkers Act (USLHW), or Maritime Liability.

C. The policy shall contain a Waiver of Subrogation in favor of the Authority and the Owner.

6. Builder's Risk/ Installation Floater/Stored Materials.

Owner may purchase and maintain coverage against loss or damage to the Work included in this Contract. If purchased by Owner, such coverage shall be on an "all risks" or equivalent form and will include a waiver of subrogation in favor of Contractor for loss or damage that occurs during the term of the Project. Owner will be responsible for the payment of any deductible under such coverage.

If specified in Section 8 below , Owner may require the Contractor to purchase and maintain coverage against loss or damage to the Work in accordance with the following requirements:

A. The Contractor shall purchase and maintain coverage against loss or damage on all Work included in this Contract in an amount equal to the Contract Price. Such coverage shall be written on an all risks basis or equivalent form and shall include, without limitation, insurance against perils of fire (with extended coverage) and physical loss or damage including, without duplication of coverage, theft, vandalism, malicious mischief, terrorism ("certified" and "non-certified"), collapse, earthquake, flood (if the project is not in an "A" or a "V" flood Zone), windstorm, falsework, testing and startup, temporary buildings and debris removal including demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation for Architect's and Contractor's services and expenses required as a result of such insured loss. Unless otherwise specified in this Contract, the limits for earthquake and flood shall each be the lesser of the Contract Price or \$10,000,000. This policy and/or installation floater shall include transportation and Stored Materials coverage in an amount equal to the value of the stored materials as required in **C.** below.

B. When Work will be completed on existing buildings owned by the Owner, the Contractor shall provide an installation floater, in the full amount of the Contract Price. Such coverage shall be written on an all risks basis or equivalent form and shall include, without limitation, insurance against perils of fire (with extended coverage) and physical loss or damage including, without duplication of coverage, theft, vandalism, malicious mischief, collapse, earthquake, flood (if the project is not in an "A" or a "V" flood Zone), windstorm, falsework, testing and startup, temporary buildings and debris removal including demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation for Architect's and Contractor's services and expenses required as a result of such insured loss. Unless otherwise specified in this Contract, the limits for earthquake and flood shall each be the lesser of the Contract Price or \$10,000,000. This policy and/or installation floater shall include transportation and Stored Materials coverage in an amount equal to the value of the stored materials as required in **C.** below.

C. The Contractor shall maintain insurance on delivered and/or stored material designated to be incorporated in the Work against fire, theft or other hazards. Any loss or damage of whatever nature to such material while stored at an off Site location shall be forthwith replaced by the Contractor at no expense to the Owner or the Authority..

D. The policy or policies shall specifically state that they are for the benefit of and payable to the Authority, the Owner, the Contractor, and all persons furnishing labor or labor and materials for the Contract Work, as their interests may appear. The policy or policies shall list the Authority, the Owner, the Contractor, and Subcontractors of any tier as named insureds.

E. Coverage shall include any costs for work performed by the Designer or any consultant as the result of a loss experienced during the term of this Contract.

F. Coverage shall include permission for temporary occupancy and a Waiver of Subrogation in favor of the Owner and the Authority.

G. Coverage shall be maintained until final acceptance by the Owner of the Work and final payment has been made.

H. A loss under the property insurance shall be adjusted by the Contractor as fiduciary and made payable to the Contractor as fiduciary for the insureds. The Contractor shall pay the subcontractors their just shares of insurance proceeds received by the Contractor and shall require subcontractors to make payments to their sub-subcontractors in similar manner.

7. Umbrella Coverage.

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The Contractor shall provide Umbrella Coverage in a form at least as broad as primary coverages required by Sections 2, 3 and 5 of this Article in the following amount unless a higher amount is specified in Section 8 below in which case the Contractor shall provide the higher amount:

<u>Contract Price:</u>	<u>Limit of Liability:</u>
Under \$1,000,000	\$2,000,000 per occurrence
\$1,000,001 -- \$5,000,000	\$5,000,000 per occurrence
\$5,000,001-- \$10,000,000	\$10,000,000 per occurrence
\$10,000,001 and over	\$25,000,000 per occurrence

8. Additional Insurance Requirements

The Contractor shall provide such other and/or additional types and/or amounts of insurance as may be set forth below:

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MASSACHUSETTS SCHOOL BUILDING AUTHORITY
STANDARD CONSTRUCTION CONTRACT INSURANCE PROVISIONS FOR A
CONSTRUCTION MANAGER AT RISK CONTRACT

The District shall include, at a minimum, the following language regarding insurance requirements in the Owner-Construction Manager at Risk ("CM") contract. The District may impose additional insurance requirements provided that any such additional requirements shall not be inconsistent with the requirements imposed by the standard language set forth herein and further provided that, prior to issuing an RFQ for construction management at risk services for the Project, the District shall give the Authority adequate written notice clearly describing any such additional requirements so that the Authority may, at its discretion, review and comment upon such additional requirements. Any such additional requirements may be set forth in Section 8 of the Insurance Requirements below. It shall be the sole responsibility of the District to determine whether additional insurance requirements are desirable or necessary for the Project and should be included in the Owner-CM contract.

INSURANCE REQUIREMENTS (CM at Risk)

1. Insurance Generally.

A. The CM shall purchase and maintain the insurance of the type and limits listed in this Article with respect to the operations as well as the completed operations of this Contract. This insurance shall be provided at the CM's expense and shall be in full force and effect for the full term of the Contract or for such longer period as this Article requires.

B. All policies shall be written on an occurrence basis and be issued by companies lawfully authorized to write that type of insurance under the laws of the Commonwealth with a financial strength rating of A- or better assigned by AM Best Company, or equivalent rating assigned by a similar rating agency acceptable to the Owner or as otherwise acceptable to the Owner.

C. CM shall submit three originals of each certificate of insurance, acceptable to the Owner, simultaneously with the execution of this Contract. Certificates shall show each type of insurance, insurance company, policy number, amount of insurance, deductibles and/or self insured retentions, and policy effective and expiration dates. Certificates shall show the Massachusetts School Building Authority (hereinafter "Authority"), the Owner and anyone else that the Owner may request as additional insureds as to all policies of liability insurance. Certificates shall specifically note the following:

- that the automobile liability, umbrella liability and pollution liability policies include the Owner and the Authority as additional insureds;
- that all policies include the coverage and endorsements in accordance with the terms and conditions as required by this construction contract;
- that none of the coverages shall be cancelled, terminated, or materially modified unless and until thirty (30) days prior notice is given in writing to the Owner and the Authority;
- CM shall submit updated certificates prior to the expiration of any of the policies referenced in the certificates so that the Owner shall at all times possess certificates indicating current coverage.

D. The CM shall file one certified complete copy of all policies and endorsements with the Owner within sixty (60) days after Contract award. If the Owner or the Authority is damaged by the CM's failure to maintain such insurance and to comply with the terms of this Article, then the CM shall be responsible for all costs and damages to the Owner and the Authority attributable thereto.

E. Termination, cancellation, or material modification of any insurance required by this Contract, whether by the insurer or the insured, shall not be valid unless written notice thereof is given to Owner, and the Authority to the extent that the Authority is an additional insured, at least thirty (30) days prior to the effective date thereof, which shall be expressed in said notice.

F. The CM is responsible for the payment of any and all deductibles under all of the insurance required below unless the Owner and the Authority specifically provide a written waiver to the CM.

2. CM's Commercial General Liability.

A. The CM shall purchase and maintain general liability coverage on the ISO form CG 00 01 or equivalent, including products and completed operations, on an occurrence basis. The form must be amended to state that the aggregate limit applies on a per location/per project basis. The policy shall provide the following minimum coverage to protect the CM from claims with respect to the operations performed by CM and any employee, subcontractor, or supplier, unless a higher coverage is specified in Section 8 below, in which case the CM shall provide the additional coverage:

Bodily Injury &	\$1,000,000	each occurrence
Property Damage	\$2,000,000	general aggregate, per project
Products & Completed Operations	\$1,000,000	annual aggregate
Personal & Advertising Injury	\$1,000,000	each occurrence
Medical Expenses	\$5,000	

B. This policy shall include coverage relating to explosion, collapse, and underground property damage.

C. This policy shall include contractual liability coverage.

D. The completed operations coverage shall be maintained for a period of three (3) years after Substantial Completion and acceptance by the Owner. The CM shall provide renewal certificates of insurance to the Owner as evidence that this coverage is being maintained.

E. If the Work includes work to be performed within fifty (50) feet of a railroad, any exclusion for liability assumed under contract for work within fifty (50) feet of a railroad shall be deleted.

F. This policy shall include the Authority, the Owner and anyone else requested by the Owner as additional insureds via endorsements CG 20 10 for ongoing operations and CG 20 37 for completed operations. This policy shall be primary and non-contributory with respect to any other insurance available to additional insureds.

G. The policy shall include endorsement CG 24 04, a Waiver of Subrogation in favor of the Owner and the Authority.

3. Automobile Liability.

A. The CM shall purchase and maintain the following minimum coverage with respect to the operations of any owned, non-owned, and hired vehicles including trailers used in the performance of the work, unless a higher coverage is specified in Section 8 below, in which case the CM shall provide the additional coverage:

Bodily Injury & Property Damage \$1,000,000 combined single limit

B. The policy shall include a CA 99 48 Broadened Pollution Endorsement. If specified in Section 8 below, the CM, if hauling contaminants and/or pollutants, must adhere to Sections 29 and 30 of the Motor Carrier Act of 1980, which shall contain coverage Form MCS-90.

C. The policy shall name the Owner and the Authority as additional insureds.

D. The policy shall contain a Waiver of Subrogation in favor of the Owner and the Authority.

4. Contractor's Pollution Liability.

The CM shall purchase and maintain coverage for bodily injury and property damage resulting from liability arising out of pollution related exposures such as asbestos abatement, lead paint abatement, tank removal, removal of contaminated soil, etc. The insurance policy shall cover the liability of the CM during the process of removal, storage, transport and disposal of hazardous waste and contaminated soil and/or asbestos abatement. The policy shall include coverage for on-Site and off-Site bodily injury and loss of, damage to, or loss of use of property, directly or indirectly arising out of the discharge, dispersal, release or escape of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids or gas, waste materials or other irritants, contaminants or pollutants into or upon the land, the atmosphere or any water course or body of water, whether it be gradual or sudden and accidental. The policy shall also include defense and clean-up costs. The Owner and the Authority shall be named as additional insureds and coverage must be on an occurrence basis. The amount of coverage shall be as follows unless a higher amount is specified in Section 8 below, in which case the CM shall provide the additional coverage:

Limit of liability	\$1,000,000 per occurrence
	\$3,000,000 aggregate

5. Worker's Compensation.

A. The CM shall provide the following coverage in accordance with M.G.L. c.149 §34A and c.152 as amended, unless a higher coverage is specified in Section 8 below, in which case the CM shall provide the higher coverage:

Workers' Compensation	Statutory limits
Employer's Liability	\$ 500,000 each accident
	\$ 500,000 disease per employee
	\$ 500,000 disease policy aggregate

B. If specified in Section 8 below the policy must be endorsed to cover United States Longshoremens & Harborworkers Act (USLHW), or Maritime Liability for \$1,000,000/\$1,000,000.

C. The policy shall contain a Waiver of Subrogation in favor of the Owner and the Authority.

6. Builder's Risk/ Installation Floater/Stored Materials.

Owner may purchase and maintain coverage against loss or damage to the Work included in this Contract. If purchased by Owner, such coverage shall be on an "all risks" or equivalent form and will include a waiver of subrogation in favor of CM for loss or damage that occurs during the term of the Project. Owner will be responsible for the payment of any deductible under such coverage.

If specified in Section 8 below, Owner may require the CM to purchase and maintain coverage against loss or damage to the Work in accordance with the following requirements:

A. The CM shall purchase and maintain coverage against loss or damage on all Work included in this Contract in an amount equal to the GMP. Such coverage shall be written on an all risks basis or equivalent form and shall include, without limitation, insurance against perils of fire (with extended coverage) and physical loss or damage including, without duplication of coverage, theft, vandalism, malicious mischief, terrorism ("certified" and "non-certified"), collapse, earthquake, flood (if the project is not in an "A" or a "V" flood Zone), windstorm, falsework, testing and startup, temporary buildings and debris removal including demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation for Architect's, Program Manager's and CM's services and expenses required as a result of such insured loss. Unless otherwise specified in this Contract, the limits for earthquake and flood shall each be the lesser of the Contract Price or \$10,000,000. This policy and/or installation floater shall include transportation and Stored Materials coverage in an amount equal to the value of the stored materials as required in **C.** below.

B. When Work will be completed on existing buildings owned by the Owner, the CM shall provide an installation floater, in the full amount of the Contract Price. Such coverage shall be written on an all risks basis or equivalent form and shall include, without limitation, insurance against perils of fire (with extended coverage) and physical loss or damage including, without duplication of coverage, theft, vandalism, malicious mischief, collapse, earthquake, flood (if the project is not in an "A" or a "V" flood Zone), windstorm, falsework, testing and startup, temporary buildings and debris removal including demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation for Architect's, Program Manager's and CM's services and expenses required as a result of such insured loss. Unless otherwise specified in this Contract, the limits for earthquake and flood shall each be the lesser of the Contract Price or \$10,000,000. This policy and/or installation floater shall include transportation and Stored Materials coverage in an amount equal to the value of the stored materials as required in **C.** below.

C. The CM shall maintain insurance on delivered and/or stored material designated to be incorporated in the Work against fire, theft or other hazards. Any loss or damage of whatever nature to such material while stored at some approved off Site location shall be forthwith replaced by the CM at no expense to the Owner or the Authority.

D. The policy or policies shall specifically state they are for the benefit of and payable to the Authority, the Owner, the CM, subcontractors and all persons furnishing labor or labor and materials for the Contract Work, as their interests may appear. The policy or policies shall list the Authority, the Owner, the CM, and Subcontractors of any tier as named insureds.

E. Coverage shall include any costs for work performed by the Designer or any consultant as the result of a loss experienced during the term of this Contract.

F. Coverage shall include permission for temporary occupancy and a Waiver of Subrogation in favor of the Owner and the Authority.

G. Coverage shall be maintained until final acceptance by Owner of the Work and final payment has been made.

H. A loss under the property insurance shall be adjusted by CM as fiduciary and made payable to the Contractor as fiduciary for the insureds. CM shall pay the subcontractors their just shares of insurance proceeds received by the CM and shall require subcontractors to make payments to their sub-subcontractors in similar manner.

7. Umbrella Coverage.

The CM shall provide Umbrella Coverage in form at least as broad as primary coverages required by Sections 2, 3 and 5 of this Article in the following amount unless a higher amount is specified in Section 8 below in which case the CM shall provide the higher amount:

<u>Contract Price:</u>	<u>Limit of Liability:</u>
Under \$1,000,000	\$2,000,000 per occurrence
\$1,000,000 -- \$5,000,000	\$5,000,000 per occurrence
\$5,000,001-- \$10,000,000	\$10,000,000 per occurrence
\$10,000,001 and over	\$25,000,000 per occurrence

8. Additional Insurance Requirements

The CM shall provide such other and/or additional types and/or amounts of insurance as may be set forth below:

Minutes Acceptance: Minutes of Jan 17, 2023 7:45 PM (Reading of the Minutes)

**EXHIBIT H
EDUCATIONAL PROGRAM
CITY OF MELROSE
HERBERT CLARK HOOVER ELEMENTARY SCHOOL AND
HORACE MANN ELEMENTARY SCHOOL**

THERE IS NO EXHIBIT H

Minutes Acceptance: Minutes of Jan 17, 2023 7:45 PM (Reading of the Minutes)

PROJECT FUNDING AGREEMENT

**EXHIBIT I
REIMBURSEMENT RATE CERTIFICATION
CITY OF MELROSE
HERBERT CLARK HOOVER ELEMENTARY SCHOOL AND
HORACE MANN ELEMENTARY SCHOOL**

Minutes Acceptance: Minutes of Jan 17, 2023 7:45 PM (Reading of the Minutes)

PROJECT FUNDING AGREEMENT

MSBA Accelerated Repair Program Reimbursement Rate Certification Calendar Year 2021

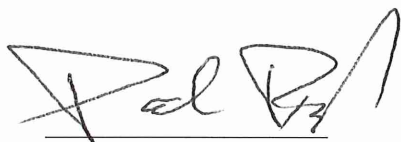
Melrose

MSBA Reimbursement Rate Calculation

Base Points	31.00
Income Factor	5.05
Property Wealth Factor	13.26
Poverty Factor	0
MSBA Reimbursement Rate	49.31

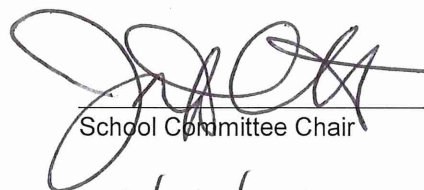
Certification

By signing this Reimbursement Rate Certification, I hereby certify that I have read, understand, and accept the reimbursement rate set forth above, and I hereby acknowledge and agree on behalf of the Eligible Applicant that the above-stated reimbursement rate is the rate that will be used to calculate the maximum Total Facilities Grant for the proposed project.



Local Chief Executive Officer

6/16/2022
Date



School Committee Chair

6/16/22
Date



Superintendent of Schools

6/16/2022
Date

Minutes Acceptance: Minutes of Jan 17, 2023 7:45 PM (Reading of the Minutes)

**EXHIBIT J
ELECTRONIC PAYMENT FORM
CITY OF MELROSE
HERBERT CLARK HOOVER ELEMENTARY SCHOOL AND
HORACE MANN ELEMENTARY SCHOOL**

Minutes Acceptance: Minutes of Jan 17, 2023 7:45 PM (Reading of the Minutes)

PROJECT FUNDING AGREEMENT

(Please print on District letterhead)

Banking Information Template

_____ District hereby instructs the Massachusetts School Building Authority make grant payments via electronic ACH directly to the following account:

MSBA Project ID#*: _____

***All future project payments will be made to this account unless the MSBA receives specific instructions to distribute payments to a separate account for each project.**

District Contact Name: _____

Signature: _____

District Telephone No.: _____

Banking Information for ACH Transactions

Financial Institution Name: _____

Financial Institution Address: _____

City & State: _____

Account No.: _____

Transit Number (ABA#): _____
(Routing #)

Please return the completed form to Xingzhen (Stephanie) Bai:

- via email at Xingzhen.Bai@MassSchoolBuildings.org

An acknowledgment of receipt of a new Banking Information Template will be sent to the Eligible Applicant, Treasurer or Business Manager, and District Contact listed on the form.

Minutes Acceptance: Minutes of Jan 17, 2023 7:45 PM (Reading of the Minutes)

CHART - 2	City of Melrose - 5% Debt Limit			
DRAFT	Ten Year General Fund Debt Plan Review			
	Department of Finance			
11/7/2022			5% Limit	
	Year	Net Debt		Variance
Projected				
	2022	\$2,855,696	\$4,550,026	\$1,694,330
	2023	\$2,839,293	\$4,762,804	\$1,923,511
	2024	\$3,052,377	\$4,905,688	\$1,853,311
	2025	\$3,837,908	\$5,052,859	\$1,214,951
	2026	\$4,088,286	\$5,204,445	\$1,116,159
	2027	\$3,802,371	\$5,360,578	\$1,558,207
	2028	\$3,809,834	\$5,521,395	\$1,711,561
	2029	\$3,581,714	\$5,687,037	\$2,105,323
	2030	\$3,322,418	\$5,857,648	\$2,535,230
	2031	\$3,330,845	\$6,033,378	\$2,702,532
	Totals:	\$34,520,742	\$52,935,857	
	Average:	\$3,452,074	\$5,293,586	
	Variance:		\$1,841,512	
Note(s):	1. It is the current policy of the City of Melrose that the G/F net non-exempt debt budget equate to approx. 5% of the Operating Budget.			
	2. The figures proposed can only be "estimates". Actual figures will be developed as interest rates are locked in.			

CHART - 1	City of Melrose				
DRAFT	Ten Year General Fund Debt Plan Review				
11/7/2022	Department of Finance				
				Projected	
	Year	Net Debt	5% Limit	Budget	Percent
	2022	\$2,855,696	\$4,550,026	\$91,000,522	3.14%
	2023	\$2,839,293	\$4,762,804	\$95,256,080	2.98%
	2024	\$3,052,377	\$4,905,688	\$98,113,762	3.11%
	2025	\$3,837,908	\$5,052,859	\$101,057,175	3.80%
	2026	\$4,088,286	\$5,204,445	\$104,088,891	3.93%
	2027	\$3,802,371	\$5,360,578	\$107,211,557	3.55%
	2028	\$3,809,834	\$5,521,395	\$110,427,904	3.45%
	2029	\$3,581,714	\$5,687,037	\$113,740,741	3.15%
	2030	\$3,322,418	\$5,857,648	\$117,152,963	2.84%
	2031	\$3,330,845	\$6,033,378	\$120,667,552	2.76%
	Totals:	\$34,520,742	\$52,935,857		
	Average:	\$3,452,074	\$5,293,586		
	Variance:		\$1,841,512		
Note(s):	1. It is the current policy of the City of Melrose that the G/F net				
	non-exempt debt budget equate to approx. 5% of the Operating Budget.				
	2. The figures proposed can only be "estimates". Actual figures				
	will be developed as interest rates are locked in.				

Ghobrial, Andrew

From: Golden, Kerriann
Sent: Friday, October 28, 2022 12:42 PM
To: Grigoraitis, Jennifer
Cc: Dello Russo, Patrick; Phillips, Shannon; Latta, Polina; Ghobrial, Andrew; Cinella, Christopher
Subject: RE: Request for additional documentation for orders 2023-29, 2023-30, 2023-31
Attachments: 8404ContractStabilizationHistory.pdf; 2006-221 Creation of Contractual Obligations S&W Stabilization Fund.pdf

Good Morning Councilor Grigoraitis,

Patrick and I are providing the information for the questions below that are relevant to our piece. Attached please find a 10 year history of the Contract Stabilization Fund. This fund was established by the Council Order attached 06-221.

-Contract Stabilization was established by Council Vote 06-221 and in accordance with MGL Chapter 40, Section 5B.
 -Water Retained Earnings and Sewer retained earnings were established under MGL Chapter 44, Section 53F ½ for Enterprise Funds.

There are no CBAs that are restricted from using the Contractual Obligations and Salary & Wages Stabilization Fund.

For orders 2023-30 and 2023-31- Yes, these raises will be retro to the start of Fiscal Year 2023. For the FY 2023 budget, Steps and longevity changes were budgeted. Appropriation Orders 2023-30 and 2023-31 represent the COLA negotiated with both Local 272 Clerical and Local 272 Laborers.

Thanks
 Kerri
 Assistant City Auditor
 City of Melrose
 562 Main Street
 Melrose, MA 02176

From: Grigoraitis, Jennifer <jgrigoraitis@CityofMelrose.org>
Sent: Monday, October 24, 2022 11:27 AM
To: Latta, Polina <platta@CityofMelrose.org>; Dello Russo, Patrick <PDelloRusso@CityofMelrose.org>; Phillips, Shannon <sphillips@CityofMelrose.org>
Cc: Ghobrial, Andrew <aghobrial@CityofMelrose.org>; Cinella, Christopher <ccinella@CityofMelrose.org>
Subject: Request for additional documentation for orders 2023-29, 2023-30, 2023-31

Good morning,

My understanding is that some combination of the three of you will be before the Appropriations & Oversight Comm to speak to these three orders. In advance of that meeting (which I know Andrew is working to get scheduled), I would like to receive the following additional information:

Minutes Acceptance: Minutes of Jan 17, 2023 7:45 PM (Reading of the Minutes)

- ten-year history of all approved withdrawals from the contract stabilization account and indication of what was approved (e.g., in X year the council approved Y amount to go toward funding retro raises for Z collective bargaining agreement)
- Copy of the compensation study completed by the consultant any any related documents
- A list of any identified non-union positions that are currently identified for a compensation adjustment under order 2023-29 to maintain compliance with the MA Equal Pay Act
- List of all positions by job title and department slated to be adjusted under the 2023-29 funding request
 - For these positions, total current annual compensation, inclusive of stipends, COLAs ,and any other monetary compensation paid out of all City funds (operating and enterprise)

Additional questions (that I am happy to discuss beforehand and also anticipate asking in the meeting):

- What is the stated purpose for the contract stabilization, water retained earnings, and sewer retained earnings funds? Is this stated purpose set by: state statute/charter/city admin/all of the above?
- Are there any collective bargaining units within the City (including those under MPS) that are not eligible to access the contract stabilization fund? If so, why?
- Orders 2023-30 and 2023-31 reference that the funding request is for FY 23 funding for a union contract. When was this contract settled? Are these raises retro to the start of the fiscal year? Were any of these raises budgeted for in the current FY 23 budget, or is the totality of the increases being absorbed through the stabilization and retained earnings fund?

Thank you.

Best,

Jen

Jen Grigoraitis, she/her/hers

Ward 6 Councilor, City of Melrose

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

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

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

Established Council Order 06-221 in accordance with MGL Chapter 40, Section 5B		
8404 Contract Stabilization		
Detail	Description	Funding Orders
Opening Balance Fiscal year 2013		
2014-74	Clerical - 1 Year	(17,104.23)
2015-102	Library 1 Year	(12,343.95)
2016-55	Laborers 1 Year	(73,241.53)
2016-56	Laborers 1 Year Cemetery	(19,718.89)
2017-39	Fire 2 Years	(369,520.22)
2017-36	Clerical - 1 Year	(9,593.40)
2017-109	Patrol 2 Years	(213,259.09)
2018-55	Library 1 Year	(13,000.00)
2018-152	Fire 1 Year	(103,750.00)
2019-52	Police 1 Year	(101,827.00)
2020-17	City Solicitor - Liquor Commission stipend	(5,000.00)
2020-18	Clerical - 1 Year	(61,138.14)
2022-42	Fire - 2 Years	(317,693.00)
		(1,317,189.45)



CITY OF MELROSE
In Board of Aldermen

June 5, 2006

AN ORDER
06-221

Creation of a new Stabilization Fund entitled "Contractual Obligations and Salary & Wages Stabilization Fund", in accordance with Massachusetts General Laws Chapter 40, Section 5B

Offered by Mayor Robert J Dolan
BE IT ORDERED

that, the creation of a new Stabilization Fund entitled "Contractual Obligations and Salary & Wages Stabilization Fund" Number 8404, in accordance with Massachusetts General Laws Chapter 40, Section 5B be, and hereby is passed.

PASSED

JUN - 5 2006
[Signature]
President of the Board of Aldermen

APPROVED

JUN - 7 2006
[Signature]
MAYOR

Minutes Acceptance: Minutes of Jan 17, 2023 7:45 PM (Reading of the Minutes)



CITY OF MELROSE

Melrose, 25 ^{MA} June 2006

The Committee on

Appropriations

To Which Was Referred Paper No.

06-221

Entitled

Creation of a new Stabilization Fund entitled "Contractual Obligations and Salary & Wages Stabilization Fund", in accordance with Massachusetts General Laws Chapter 40, Section 5B

REPORTS as Follows:

that it recommends passage of the Order.

For the Committee

Robert A. Boisselle

Chairman

Minutes Acceptance: Minutes of Jan 17, 2023 7:45 PM (Reading of the Minutes)

**CITY OF MELROSE**

MELROSE CITY HALL
562 Main Street
Melrose, Massachusetts 02176

ROBERT J. DOLAN
Mayor

Telephone: (781) 979-444
Fax: (781) 662-218

May 11, 2006

To the Honorable Board of Aldermen:

I respectfully request the creation of a new stabilization fund entitled "Contractual Obligations and Salary & Wages Stabilization Fund" in accordance with Massachusetts General Laws Chapter 40, Section 5B

Robert J. Dolan
MAYOR

Minutes Acceptance: Minutes of Jan 17, 2023 7:45 PM (Reading of the Minutes)

GUIDELINES:**I. MULTIPLE STABILIZATION FUNDS****A. Creation of Funds**

Stabilization funds may be created for one or more different purposes. G.L. Ch. 40 §5B. A fund may be created for a broad category of spending purposes, *e.g.*, any lawful purpose, capital budget purposes or purposes for which the community may borrow money. It may also be created for a specific purpose or project, *e.g.*, acquire a new fire truck or undertake a particular school construction project.

Creation of a fund requires a ~~(two-thirds vote)~~ of the legislative body of the city, town or district. The vote must clearly define the purpose(s) of the fund.

B. Pre-existing Fund

Any pre-existing stabilization fund balance should continue to be treated as a reserve for any lawful purpose, *i.e.* a "general" stabilization fund. The city, town or district can reallocate or earmark all or part of that balance to any new stabilization funds it creates by a vote to transfer monies from that "general" stabilization fund to the newly created fund. See Section I-D below.

C. Changing Fund Purpose

The purpose of a stabilization fund may be changed at any later time by a two-thirds vote of the legislative body. For example, if a community had established a fund in order to reserve monies to acquire a new fire truck and a balance remains after the purchase, the legislative body could vote to change the purpose to meet some new savings objective.

If a Proposition 2½ levy limit override was approved for the purpose of funding the particular stabilization fund, however, the city or town must also follow the referendum procedure explained in Section II-C below to be able to change the fund purpose and then continue using the additional levy capacity resulting from that override in future years.

D. Appropriations and Transfers

Appropriations into and from any stabilization fund require a two-thirds vote of the legislative body.

**CITY OF MELROSE**

MELROSE CITY HALL
562 Main Street
Melrose, Massachusetts 02176

Telephone: (781) 979-4444
Fax: (781) 662-2111

ROBERT J. DOLAN
Mayor

May 11, 2006

To the Honorable Board of Aldermen:

I respectfully request the creation of a new stabilization fund entitled "Contractual Obligations and Salary & Wages Stabilization Fund" in accordance with Massachusetts General Laws Chapter 40, Section 5B

Robert J. Dolan
MAYOR

Minutes Acceptance: Minutes of Jan 17, 2023 7:45 PM (Reading of the Minutes)

PUBLIC HEARINGS

Public Hearing Set _____

Melrose Free Press _____

MMTV _____

Public Works Notified _____

Utilities Notified _____

Abutters Notified _____

Post Call _____

Invoice _____

LICENSES

Sent Fire ☐ CORI ☐
 Building ☐ Health ☐
 Wts. & Meas. ☐ Police ☐

Rec'd Fire ☐ CORI ☐
 Building ☐ Health ☐
 Wts. & Meas. ☐ Police ☐
 Class II Bond ☐
 Workers Comp Affidavit ☐

CLAIMS

Auditor ☐ City Solicitor ☐
 Public Works ☐ _____ ☐
 _____ ☐ _____ ☐

emailed to department heads ☒
 Ordinances changes:
 Mailed to General Code ☐
 Copy to Book ☐

APPOINTMENTS

Letter ☐ Oath ☐

No 06-22 / original date May 15, 2006

In Board of Aldermen

Referred to Committee on

Appropriations

Creation of a new Stabilization Fund entitled
 "Contractual Obligations and Salary & Wages
 Stabilization Fund", in accordance with
 Massachusetts General Laws Chapter 40, Section
 5B

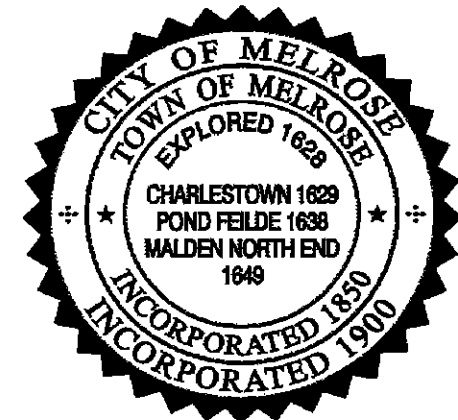
JUN 05 2006

Passed as amended ☐ Passed ☒
 Rule _____ suspended ☐ Defeated ☐
 Immediate consideration ☐ Place on file ☐
 Reconsideration defeated ☐ Reconsidered ☐
 Leave to withdraw ☐ Tabled ☐
 Granted, adopted, confirmed ☐ Recommended ☐
 Null & Void ☐
 Ordained Roll Call 10 Yea ☐ Nay ☐

Mary Rita O'Shea
 Clerk

Aldermen	Yea
Boisselle	☒
Brodeur	☒
Buonopane	☒
Conn	☒
Forbes	☒
Heavey	☒
Mortimer	☒
Seaboyer	☒
Tramontozzi	☒
Wright	☒
Infurna, Pres.	☒

TOTAL	10	0
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Minutes Acceptance: Minutes of Jan 17, 2023 7:45 PM (Reading of the Minutes)



CITY OF MELROSE

Legal Department

Shannon Phillips
City Solicitor
SPhillips@cityofmelrose.org

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

To: Honorable Melrose City Council

From: Shannon Phillips, City Solicitor

Re: ***Order 2023-30 and Order 2023-31***

Date: November 3, 2022

Dear Honorable Council Members:

The two above-referenced orders are before you as the result of successor contracts being reached with two of our City Unions- Laborers' 272 and Clerical 272- effective Fiscal Year 23 to Fiscal Year 25- beginning June 27, 2022 and ending June 29, 2025.

Memorandum of Agreements were executed by the Unions (after ratification votes) and the City the end of September 2022, subject only to funding of the economic items by the Melrose City Council.

As a result, the above-referenced orders are requesting funding for pay due to the members of both Unions for Fiscal Year 23.

The major economic terms agreed upon in these contracts are as follows:

Clerical Union Financial Highlights:

- Cost of living adjustments: FY23- 2%; FY24-1.75%, FY25- 1.75%
- Second and third years of contract one new step will be added to the salary schedule which will be 2% higher than the previous step in an effort to retain senior staff by providing for salary growth.
- Effective FY23 all elementary school nurses move up one group to Group 14 (same as other school nurses)- at the step closest to but higher than their current rate of pay in an effort to maintain internal equity and retain such hard to fill positions.

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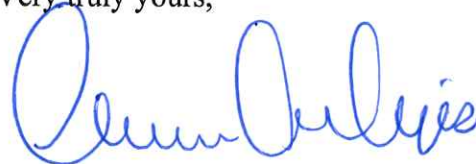
- Effective FY23 move all clerical jobs listed in Group 9 to Group 10 to the step closest to but higher than their current rate of pay. This was done to make the lowest paid union positions more competitive within the labor market and attract and retain employees.

Laborers' Union Financial Highlights:

- Cost of living adjustments as follows: FY23- 1.75%; FY24-1.75%, FY25- 1.75%
- One new step will be added on salary schedule, 2% higher than the previous step, each year of the contract in an effort to retain senior staff by providing for salary growth.

I will be present at Monday night's Appropriation and Oversight Committee meeting to answer any questions you may have.

Very truly yours,



Shannon Phillips

FY23 CLASSIFICATION PLAN	
City of Melrose	
Grade / Position	
6	
	<i>No Positions Assigned</i>
7	
	<i>No Positions Assigned</i>
8	
	Administrative Assistant-PT (Veterans, Recreation, Police)
	Event Operations Assistant - Memorial Hall
	Pine Banks Laborer
9	
	Animal Control Officer - PT
	Assistant Parks Superintendent
	Human Resources Assistant
	Program Coordinator - MA in Motion
	Program Coordinator - Tobacco/Alcohol
	Recreation Coordinator
10	
	Assistant to the Director of Inspectional Services
	Executive Assistant to City Solicitor
	Executive Office Manager - Police
	Finance Administrator - Fire Dept./Public Safety
	Milano Center Manager (COA)
11	
	Assistant City Clerk
	Clerk of Committees
	Finance Manager (Auditing)
	Public Health Specialist
12	
	Cemetery Administrator
	Communication and Community Outreach Coordinator
	Emergency Management Director
	Local Building Inspector (Certified)
	Plumbing and Gas Inspector
	Sealer of Weights and Measures
	Project Engineer
	Water-Sewer Administrator (Billing)
	Wiring Inspector
13	
	Assistant Library Director/Head of Technical Services
	Assistant Treasurer
	Building Systems Supervisor - DPW
	Human Resources Coordinator
	Project/ Systems Administrator
	Senior Planner
	Sustainability Manager
	Systems Analyst IT (city and schools) - networks/databases

FY23 CLASSIFICATION PLAN
City of Melrose
Grade / Position
14
Veterans Services Director (Regional Position)
15
Director of Economic Recovery and Business Development
16
Assistant Director of IT
Executive Director Melrose Memorial Hall
City Clerk
17
Deputy City Engineer
Financial Systems Analyst/Project Manager (Auditor/IT Depts.)
Recreation Director
Superintendent of Parks (Mount Hood. Golf Course, Open Space)
18
Assistant Auditor
Council on Aging Director
Executive Director - Melrose Retirement System
Facilities Manager - City and Schools
Operations Manager - DPW
19
Assistant Director - DPW Administration and Finance
Chief Assessor
City Engineer
Director of Community Development and Planning
Director of Inspectional Services/Building Commissioner
Director of Strategic Initiatives and Communications
Health Director (Regional)
Library Director
Treasurer/Collector
20
Assistant City Solicitor
21
Chief Information Officer (city and schools) / IT Director
Human Resources and Labor Relations Director
22
<i>No Positions Assigned</i>
23
Chief Financial Officer and City Auditor
City Solicitor - Labor Counsel
Director of Public Works

MELROSE CONSOLIDATED CNU PROPOSED FY2023 PAY PLAN

Step Grade	1	2	3	4	5	6	7	8	9	10
8	20.91	21.33	21.76	22.20	22.64	23.09	23.55	24.02	24.50	24.99
9	27.54	28.09	28.65	29.22	29.80	30.40	31.01	31.63	32.26	32.91
10	31.62	32.25	32.90	33.56	34.23	34.91	35.61	36.32	37.05	37.79
11	34.75	35.45	36.16	36.88	37.62	38.37	39.14	39.92	40.72	41.53
12	38.25	39.02	39.80	40.60	41.41	42.24	43.08	43.94	44.82	45.72
13	40.80	41.62	42.45	43.30	44.17	45.05	45.95	46.87	47.81	48.77
14	42.84	43.70	44.57	45.46	46.37	47.30	48.25	49.22	50.20	51.20
15	44.68	45.57	46.48	47.41	48.36	49.33	50.32	51.33	52.36	53.41
16	48.96	49.94	50.94	51.96	53.00	54.06	55.14	56.24	57.36	58.51
17	50.75	51.76	52.80	53.86	54.94	56.04	57.16	58.30	59.47	60.66
18	52.79	53.84	54.92	56.02	57.14	58.28	59.45	60.64	61.85	63.09
19	54.88	55.97	57.09	58.23	59.39	60.58	61.79	63.03	64.29	65.58
20	57.63	58.78	59.96	61.16	62.38	63.63	64.90	66.20	67.52	68.87
21	62.99	64.24	65.52	66.83	68.17	69.53	70.92	72.34	73.79	75.27
22	66.10	67.42	68.77	70.15	71.55	72.98	74.44	75.93	77.45	79.00
23	75.07	76.57	78.10	79.66	81.25	82.88	84.54	86.23	87.95	89.71

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HUMAN RESOURCES SERVICES, INC.
Management Consultants to Local Government

Nine Bartlet Street, Suite 186
 Andover, Massachusetts 01810
www.hrsconsultinginc.com

CITY OF MELROSE, MASSACHUSETTS



COMPENSATION AND CLASSIFICATION STUDY
Non-Union Positions

FINAL REPORT

April, 2022

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 Andover, Massachusetts 01810
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April, 2022

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

Dear Mayor Brodeur,

Human Resources Services, Inc. (HRS) is pleased to present this ***Compensation and Classification Study for Non-Union employees*** to the City of Melrose, MA. This report represents the culmination of a detailed position classification and compensation review for all non-union employees engaged in a variety of municipal work activities. This report, along with the Organizational Needs Assessment Report submitted separately provides the City of Melrose with the totality of the analysis as it was conducted for the City. The City had made the decision that the two elements (comp/class and organization review) of the consulting engagement should be developed for better efficiency and implementation.

In particular, we wish to thank the Human Resources and Labor Relations Director, the Chief Financial Officer/Auditor, Mayor's staff, and non-union employees and managers who have contributed significantly to this effort. Employee input through forms and on-site interviews, as well as comments and suggestions received, made a valuable contribution to the study. We greatly appreciate everyone's ability to meet with us and provide information in a timely manner. HRS will remain available

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to answer any procedural questions the City may have in the implementation of the study's recommendations. While this is a final report, we will remain available to make any modifications needed to make this a useful tool for the City.

Very truly yours,

Sandy

Aleksandra E. Stapczynski
President

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Andover, Massachusetts 01810
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CONSULTANT TEAM

Aleksandra (Sandy) Stapczynski, Project Manager and Principal Consultant

Reginald (Buzz) Stapczynski, Management Consultant

Barbara Wooten, Management Consultant

Tony Torrisi, Management Consultant

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CITY OF MELROSE, MASSACHUSETTS COMPENSATION AND CLASSIFICATION STUDY FOR NON-UNION

I. Introduction

A. Scope of Services

The City of Melrose, MA retained Human Resources Services, Inc. to conduct a comprehensive compensation and classification study of Non-Union Positions. This study was commissioned to examine the responsibilities, work performed, and market pay rates for each position included in the study. In general, the study involved developing new job descriptions, classifying those positions according to a uniform point analysis standard, surveying the market of comparable municipalities and other organizations as needed to determine representative rates of compensation, and developing and *recommending* a new compensation and classification plan and system for the non-union group of positions.

The objectives of the study were to:

- Develop a job evaluation system that would encompass all non-union positions and ensure that compensation levels were both internally equitable and externally competitive.
- Develop for the City the necessary guidelines for administering compensation on an ongoing basis to ensure that pay levels remain equitable and competitive.

In scope, the study included all non-union positions (approximately 70 in number). Another approximate dozen positions were evaluated for

compensation only for the organizational review and staffing needs.

HRS' approach to the study was comprehensive. The study began by collecting job content information for those positions to be evaluated. Job content evaluation factors and appropriate factor weightings were prepared and analyzed. The evaluation process involved a comparative approach where each position was compared to all others on each evaluation factor, one factor at a time.

A grade structure was developed by tabulating competitive data for the benchmark positions and studying trends in the market. A tentative pay structure and classification listings were presented to the City for their consideration. Employee listings comparing each individual's salary to the proposed structure and associated implementation costs were prepared for Finance.

This report is prepared for the City to document in detail the procedures for position evaluations and gradings and development of the salary structure. It also sets forth the recommendations for the implementation and ongoing administration of the system.

Through the consultant teams evaluation comparing both market data and job ratings point totals, it was determined the appropriate number of salary levels needed to clearly differentiate varying levels of job value. Twenty-three salary levels emerged as a suitable number for the City to develop a new consolidated non-union compensation and classification plan. Positions were assigned to a salary grade level on both the basis of its total point scores, and the external job market.

A position compensation and classification plan is an essential component of a total personnel administration program. The perception that the compensation plan is objective and fair in its assignment of pay to individual positions lends credibility to the organization's entire personnel system. This study and its recommended plan is derived from a systematic, formalized and objective method for developing equitable job groupings and compensation levels for all positions covered. An underlying assumption is that all positions and individuals should receive "equal pay for equal work." However, the initial implementations of the recommended plans are not the final steps in achieving job equity. Rather it establishes a uniform point of beginning from which to regularly review and ensure that decisions regarding position requirements and compensation accurately reflect the organization's current service needs and the performance of employees. Each new position established and adjustments to the plan need to be done in a consistent manner to maintain the plan's integrity and relevance.

According to the Massachusetts Employment Pay Act, (MEPA), employees doing equal work should be paid equally. Our methodology and system addresses the major components required of MEPA. For work to be equal or comparable, it must involve substantially similar skill, effort, and responsibility, and be performed under *similar* working conditions, but are not necessarily identical or alike in all respects. The requisite requirements or skill includes an employee's experience, training, education, and ability to perform the jobs. An employee's skill must be measured in terms of the performance requirements of a job, that is why it is important to always ensure that the job descriptions are up to date and accurate so employees know what is expected of them in their jobs. Effort refers to the amount of physical or mental exertion needed to perform a job. Finally, responsibility encompasses the degree of discretion or accountability involved in performing the essential functions of a job.

For maximum effectiveness, the relationship between consultant and client must be a cooperative effort. While Human Resources Services assumes responsibility for all final recommendations, client input has been actively sought, carefully weighed and incorporated into the report whenever possible and appropriate.

B. Specific Study Process

This project included the following steps:

- *Organizational Meeting* with Mayor, HR Director, and Finance to discuss the goals and objectives of the study; and to orient top executives on the process and methodology that would be used.
- Several *Orientation Meetings* with employees and managers to explain project activities, objectives, methodology. Position Analysis Questionnaires were distributed to employees at these orientation sessions. The meetings also gave everyone an opportunity to meet HRS consultants and to ask questions.
- A thorough *Job Analysis Process* which involved reviewing position duties and responsibilities (essential functions) and requisite requirements of the job, utilizing position analysis questionnaires and on-site interviews with all employees.
- Preparation of updated *Job Descriptions* with review and comment from employees, managers and HR staff. The client had an opportunity to

thoroughly review the draft job descriptions.

- A thorough *Job Evaluation Process*. Position rating and ranking utilizing HRS' rating manual.
- Development of a *Classification Plan*. Position assignment to grades based on a system of objective evaluation.
- Thorough *Market Analysis* using primarily comparable municipal organizations jointly selected by the City of Melrose and HRS.
- Establishment of *Compensation Schedule* using comparative wage data as a general guide.
- Several *meetings in person and through telephone conference* with the *Chief Financial Officer and Human Resources Director* to discuss pay policies and review draft work products (i.e. job descriptions, classification plan, salary schedule, comparative data, ratings, and other related project documents).
- General guidance on *Implementation*.
- Final *Presentations* to the City and employees shall be given upon request of the City. Based on any additional information received, HRS shall make adjustments as appropriate and amended the Final recommendations.

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- Final preparation of *Report* to the City of Melrose with explanation of recommendations and methodology.

The following documents have been prepared for the City of Melrose:

- Proposed Position Titles
- Proposed Classification Plan
- Proposed Compensation Plan
- Compensation Comparisons Chart
- Market Data Analysis
- Placement and Costing out of Compensation Plan
- Position Analysis Question (PAQ)
- Updated Job Descriptions for each Position
- Evaluation Materials and Documents
- HRS Position Rating Manual

II. Job Descriptions

A. Preparing the Job Descriptions

One major aspect of this study involved the development of updated job descriptions. Through the job analysis process, HRS discovered that many of the current job descriptions were outdated and there was no consistent format for descriptions. HRS' proposed job descriptions are submitted to the City of Melrose as part of this final report; they are provided in electronic Word format only. They also provide the necessary language to aid in recruiting minority employees, as the City has made diversity and inclusion a major emphasis in all recruitment efforts.

In addition to assisting with the development of job analysis and classifications, good descriptions produce many other important benefits. These job descriptions emphasize the purposes of each position and the types of results which each incumbent is expected to produce. Representative examples of the work performed and minimum qualification requirements are listed. These job descriptions are small but important components of more comprehensive personnel, organizational and administrative systems or plans. They can and should be used not only for recruitment and promotion, but as tools to assist in the administration of the City. They help define initial expectations, provide fundamental building blocks for administering compensation systems, and give additional definition to organizational charts. Because they focus on purposes and results, they can and should be used when developing employee objectives, performance plans and performance appraisals.

The job descriptions presented to the City are up-to-date, clear, and identify the duties of each position, as well as the education, experience, training, knowledge, ability, and skills, and competency levels required.

B. The Significance of Job Descriptions.

Today, job descriptions have become more important than ever. Although employers are not required by law to have written job descriptions, there are many laws that impact the employer-employee relationship and having job descriptions can help the organization comply with those regulations. There are federal laws such as the Fair Labor Standards Act (FLSA) that impact employees. Other laws, such as federal discrimination statutes, prohibit discrimination against various protected classes. Because job descriptions document the duties and qualifications of a job, they can help support why one applicant was qualified and another was not, why one position pays more than another, or why an employee is terminated for poor performance.

Under the ADA, job descriptions, particularly the lists of duties and responsibilities, take on new significance. The purpose of the ADA is to ensure that individuals *with* disabilities be given the same consideration for employment that individuals *without* disabilities are given. Essential functions are the primary or fundamental job duties intrinsic to a position, that is, the duties that are essential to achieving the objectives of the job. Related to the essential functions or duties are the tools and equipment used to perform the essential job functions, the physical demands of the job duties, and the work environment in which the duties are performed.

The new job descriptions include: (1) prerequisites for each position, including the physical needs, knowledge, ability, and skill, education, training and experience; (2) essential job functions; and (3) work environment. All job descriptions should be reviewed and updated periodically to ensure accuracy. Positions can change for many reasons: (1) an incumbent starts assuming more responsibilities in addition to the duties in the job descriptions, (2) staff changes, (3) changes in procedures and

processes, (4) new technology, tools, or machines, (5) external regulations or legislation, (6) reorganizations, (7) new supervisor or manager.

In short, the process of developing accurate and uniform job descriptions forces the employer to analyze each position and to identify the position's necessary qualifications (the "requisite skill, experience, education, and other job-related requirements"), as well as to determine the position's "essential functions."

III. Classifying and Compensating Positions

A. The Classification Plan

It is important to consider the objectives of (1) **Job Analysis** and (2) **Job Evaluation** when reviewing the proposed classification plan. Building the classification plan involved both job analysis and job evaluation.

Of critical importance in the process of reviewing jobs are the inherent job factors and the particular skills or quality of work required of the position. A thorough **Job Analysis** produces, in general, five kinds of basic information to aid in this process:

1. *nature of the work* (e.g., essential functions and purpose/objective of the position)
2. *level of the work* (e.g., degree of complexity and accountability)
3. *job requirements* (e.g., the knowledge, skills, abilities and other special requirements/characteristics needed to perform the job)
4. *job qualifications* (e.g., minimum education, training and experience needed to qualify)
5. *working conditions* (e.g., the psychological, emotional and physical demands placed on employees by the work environment).

Information about each position studied was obtained through detailed position analysis questionnaires (PAQ) and employee interviews. Employees were asked to describe their positions in detail on the PAQ form. Examples of information requested from the PAQ included: job summary, essential functions, education, training and certifications, knowledge, ability, skill, experience, physical requirements, supervisory responsibilities, and technologies and equipment used. Finally, interviews were conducted to clarify and augment the employees' questionnaire responses.

Job Evaluation is a process that establishes the relative value of jobs within an organization. There may be several reasons for carrying out this process; the main ones are: (1) to establish the correct rank order or groupings of jobs, (2) to establish the relative distance between jobs within the ranking, (3) to provide an objective measurement of job size for comparison with other jobs and enable salary comparisons to be made.

Job evaluation is the process whereby positions are analyzed, measured and compared against a common set of criteria in a systematic and objective manner. Job evaluation does not produce a rate of pay. Rather, it produces a ranking of jobs in terms of "job content" around which a salary structure can be established. Similarly, the evaluation process does not measure an individual's performance. The evaluation looks at the job, not the job holder; it assumes that the job is being performed to a fully acceptable standard and that all the identified requirements of a job are being met.

Using a point-factor evaluation system, positions were rated by the consultants and then ranked and assigned a grade. Fourteen rating factors were used to rate all of the positions. These factors, detailed in HRS' Municipal Position Classification and Rating Manual, measured the requirements of each position in various areas. The following are a listing of each rating factor. The manual describes each factor in great detail and by degree.

1. Physical Environment
2. Basic Knowledge, Training and Education
3. Problem Solving Skills and Effort
4. Physical Skills and Effort
5. Experience
6. Interactions with Others/Customer Service
7. Confidentiality
8. Occupational Risks
9. Complexity
10. Supervision Received
11. Supervision Given
12. Supervision Scope
13. Judgment and Initiative
14. Accountability

As mentioned previously, job rating is not synonymous with performance evaluation. The position, not the incumbent, is evaluated, assigned points and a grade derived. One of the best information sources for rating a position is a current and relevant job description and/or a recently completed PAQ which is why these should always be completed early in the process. The process described in HRS' Municipal Position Classification and Rating Manual increases the uniformity and objectivity in the application of judgments about positions and the groupings of positions. This process can be used to update the proposed classification plan, to determine how to place new positions on the plan, and to re-grade a current position with adjusted duties to a different grade. Samples of the *Position Rating Summary Sheet* are included in the Manual along with the *Points Assigned to Factor Degrees*. A custom *Grade Determination Scale* was developed for the City of Melrose.

B. Market Survey and Developing the Compensation Plan

Human Resources Services, Inc. conducted a thorough salary survey and market analysis to determine the market competitiveness for positions included in this study. To measure the pay rates among competitors for these positions, HRS distributed custom survey documents to comparable municipal organizations jointly identified by the City and HRS. For this study, HRS received survey responses from the following Massachusetts municipalities for compensation, benefits and other related information:

1. Arlington
2. Newburyport
3. North Andover
4. Peabody
5. Reading
6. Salem

7. Saugus
8. Stoneham
9. Wakefield
10. Winchester; and
11. ERI and MMHR Data

The City of Melrose is a well-managed forward-thinking community with a history of a creative and complex organization. The consultant team met with city management/finance and human resources staff to review a draft pay/class plan and to review the market data collected and discuss its meaning. An initial analysis of the market data involved reviewing the average, median, range, 75th percentile and 90th percentile. A comparison was then made to current Melrose salaries for this non-union group of positions.

All of the comparative data is current information and presented on the following pages. Most of the data was collected during the fall of 2021. HRS collected minimum and maximum salary ranges from the comparable organizations. Certain data may have been pro-rated to hourly for comparison purposes only. In each cell, the top number indicates the minimum salary range for each position and the bottom number indicates the maximum salary range for each position. Virtually every organization had some type of a pay/class structure.

For each position analyzed, data points were collected from the labor market. The data points indicate the amount of salary information for each position surveyed. In some instances: (1) the organization did not have a comparable position; or (2) the consultants determined that the position was not comparable to the position in Melrose. HRS used professional discretionary judgment when comparing positions to the comparable data. If there was less than two data points of salary information for a position, HRS placed more emphasis on the position rating when placing the position on the compensation/classification plan. While this market analysis and information provides the City of Melrose with benchmark salary data to set the parameters for compensation decisions, the client must also consider the “uniqueness” of certain positions in the organization as well as the organization’s compensation policies. The compensation and classification plans are attached to this report for your review.

C. Description of Compensation and Classification Plan

Setting the rates of pay for jobs on the position hierarchy results in what is called a “pay structure”. When reviewing or developing pay rates, a number of major policy decisions are typically made. For example: How should the City’s pay rates compare to the market? How competitive does the City want to be? What type of structure is best for the City; steps, ranges, quartiles, etc. For what does the City want to pay? (i.e. job content, seniority, performance, cost of living, etc.) How does the organization currently pay its employees? The resulting compensation plan must reflect the City’s pay policies, the market place, internal job values, and the financial desire of the City to pay at a given level to attract needed talent. It should also ensure internal and external fairness. “Internal” being comparable worth within

the organization of the classification plan; and “external” being the market to ensure a competitive pay structure.

The proposed compensation and classification plan is presented on the following pages. Pay ranges were set for groups of positions which the consultants determined should be paid equally. There are twenty-three grades for this group and ten steps for each grade. There is 2 percent between each step. The City’s current pay structure for the non-union positions includes a variety of pay scales. These were consolidated into one uniform compensation plan, thus making it less complex. This will allow for more equity, especially when hiring new employees. Also the entire pay structure in its entirety has been updated to reflect the market. Comparative data was considered to set the grade parameters, while the classification process controlled the internal assignment of positions to progressive compensation levels. Currently, the City operates within a context of “pay steps” for this group of non-union positions. HRS recommends continuing the policy on pay steps for easier maintenance and consistency of the plan. In general the pay ranges were developed utilizing the salary market data and targeting approximately the 75th of market. It was necessary to target the 75th of market in order to remain competitive as compared to other advanced municipalities in Massachusetts. HRS provided the City with additional benchmark salary data too from its ERI (Economic Research Institute) database of salaries and wages.

The proposed compensation plan is based on current compensation data. This is a base salary plan and does not include compensation for stipends, cost-of-living, benefits, or other compensation. It is up to the City to determine its ability to pay with regards to implementation of this proposed pay plan.

Those employees falling below the grade range should be brought into the entry level of the grade ranges as soon as possible. The salary schedule should be updated with a cost-of-living for each succeeding fiscal year. The consultants costed the plans in a variety of ways for the finance department, but it is up to the City to determine the policy for implementation. HRS will of course remain available to provide the necessary guidance.

IV. Implementation and Other Recommendations

The following sections are intended to assist and guide the City of Melrose in implementing the proposed compensation and classification plan for non-union positions. Successful implementation will require a concerted effort by management, employees and city officials.

1. Compensation Structure and Maintenance

The recommended pay structure contained in this report is designed to provide appropriate compensation through the next three fiscal years. An initial review of the structure would be appropriate by fiscal year 2026, and then subsequent reviews annually. Review of the structures should take into consideration both internal and external conditions.

The distribution of individual salaries, both by salary level and position within salary level, should be regularly examined to determine whether there is sufficient opportunity for continued salary growth.

Since organizational arrangements and position duties and responsibilities may change from time to time, it will be necessary periodically to reevaluate existing positions and evaluate new positions.

It is most important that Melrose regularly audit and review their compensation system to ensure its validity. We believe that Melrose did not do this for some time, and therefore their plans were outdated.

2. Initial Placements for Current Employees

The placement of two or more positions on a certain grade represents a judgment that those positions should be compensated comparably within the grade range provided. The range is like a scale providing the City with

the opportunity to make distinctions between employees (not positions) based upon established criteria, applied consistently. These criteria might include job performance, special abilities, experience, longevity, gender-equity, and/or any other factors determined by the City.

For initial placement of incumbents within the plan, the City should assign employees to be placed at the step closest to but just above their current wage/salary in order to not reduce the pay of any current employee. The City should also realize that this minimum approach may not recognize certain distinguishing factors among employees.

3. Salaries Below Pay Range

If the salary of an employee is below the minimum of the grade range at the time of implementation, every effort should be made to bring it into the range.

4. Salaries Above Pay Range

To maintain morale and a sense of fairness, HRS recommends the City not reduce the compensation level of any current employee. If an employee's current salary falls above the upper limit of the recommended grade range, then the City should maintain the employee's salary above the maximum for the grade until the employee retires or separates from the City. This is called "red-circling" a position. New employees can be hired at the appropriate lower pay rate. HRS recommends a single administrative policy be adopted and subsequently applied in all cases.

5. Consolidate Classification Plan

HRS recommends that the City develop one consolidate classification plan as we have proposed in this report for the non-union positions, the multiple

salary schedules approach based on hire date should be eliminated. One consolidated plan will ensure better internal equity for positions; so the rating point values of grades are the same and consistently applied; and so the pay equity of positions match the requirements of MEPA; and finally the entry pay is similar for those falling on a similar grade. (Currently the City has multiple plans for the non-union.)

6. Vacancies

When a vacancy develops, it is a good time to automatically review the position. This may involve a job analysis and updating the job description and reviewing the market for the particular position. Positions should also be evaluated according to the appropriate rating factors. Point totals should be calculated for each position by adding the point scores from the degree levels achieved under each factor. On the basis of total points, position generally should be assigned to the appropriate salary levels, according to the established salary level point ranges; and also taking into consideration the external market.

7. Salary Plan

HRS has proposed the following:

- Creation of a salary schedule with each grade having a salary range consisting of a minimum and maximum; and series of steps.
- Positioning of the salary structure at the 75th of market.
- Establishment of a competitive salary schedule, particularly for those fields of study that are considered to be in high demand and that may command high salaries in the market (i.e. Finance, Health, Technology, Facilities, etc.).

8. Update and Maintain the Classification and Compensation Plan

The human resource department should maintain and update the compensation and classification plan. This would include the following tasks:

- Conduct regular position reviews to assure positions have current functional job descriptions that are based on job content.
- Conduct job analysis of new positions to assure these positions are properly assigned to a grade.
- Review positions to ensure internal equity in relationship to other City of Melrose classifications.
- Conduct periodic salary surveys to ensure market competitiveness.
- Review MEPA requirements.

9. FLSA Status

HRS also determined the FLSA Status (exempt/non-exempt status) of the positions included in the study. HRS recommends that City of Melrose regularly evaluate the FLSA status with its labor counsel, as case law may cause changes. HRS utilizes the ERI Occupational Assessor to determine FLSA status of positions. The results of the FLSA audit information was provided to Human Resources.

10. Cost-of-Living Increases vs. Step/Range Movement

Here, it is important to distinguish between (1) a cost-of-living increase and (2) a step increase. A cost-of-living increase is intended to recognize and respond to a general rise in the cost of goods and services experienced by the general population. Each year, the City should determine an appropriate cost-of-living adjustment and apply that increase across the entire compensation schedule. A range movement (step increase) addresses the issue of how employees move along the levels within a grade from minimum to maximum, based on performance, longevity, special skill, certification, etc. The compensation plan should consist of two components: (1) the range adjustment factor (RAF); and (2) the movement-increase factor (MIF), which is based on merit step increase. The RAF is the movement of the total salary range, while the MIF is the movement *through* the salary range steps. A salary-range increase consists of the sum of these two components, plus their interaction or compounding result; thus a salary/wage adjustment. It is very important to regularly update the entire compensation structure with a COLA, or it will quickly become outdated, and the City will have difficulty recruiting talent.

11. Performance Appraisal and Merit-Increase.

It was not within the scope of services for HRS to develop a performance appraisal “tool” for the City of Melrose, MA. HRS has a few suggestions, should the town decide to implement a new updated performance system. A *Management by Objectives System* would be an appropriate methodology for employees engaged in high-level managerial, supervisory or professional positions. A *Uniform Performance Criteria System* is the most commonly used methodology and is best suited to positions where employees

consistently perform the same type of work on a fairly regular basis. This format works well for administrative, clerical, laborers, and other non-exempt positions. The City should consider updating its performance appraisal systems and provided the necessary training for employees, supervisory personnel, and department heads.

12. Determination of Individual Wages/Salaries.

What follows are some general implementation and maintenance guidelines.

a) New Employees

Applicants with qualifying experience are normally hired close to the normal starting rate of the new range. Applicants with outstanding qualifications; education, training and experience may be hired at the wage/salary within the range for the position, but normally no higher than the midpoint of the range. In rare cases, for positions that are very difficult to recruit, it may be necessary to hire beyond the mid-point of the pay range.

b) Transfers

Employees transferred to a position at the same level as their present position will normally receive the same salary paid at the time of the transfer.

c) Transfer to a Lower Salary Grade

Employees transferred by necessity (such as reduction in staff), rather than for inadequate performance, should receive their present salary, although this may exceed the maximum for the lower classification.

d) Promotional Increases

If employees are promoted on a “trial” or “acting” basis, the promotional increase may be deferred until they have demonstrated their ability to handle the duties of the higher classification.

In closing, this HRS methodology will be of assistance in furnishing improved tools and guidance to management and human resources. Ensuring that job descriptions, salary and classification plans are regularly reviewed and have valid methodologies will ultimately improve the management of compensation for all positions. The HRS System will provide a framework within which most salary matters can be handled going forward. While both job evaluation and salary surveys attempt to achieve consistency in the pay structure, they use different criteria to evaluate consistency (i.e. internal vs. external comparison). This methodology works at striking a balance between internal and external pay equity.



ATTACHMENTS

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POSITION TITLE	Melrose Current	Comp Data Points	Comp Average	Comp Lo- Hi Range	Comp Median	75th Percent of Market
Administrative Accounting Assistant (Police) - PT	19.51 21.50	4 5	24.49 31.24	19.00 35.44	25.11 31.20	27.66 35.44
Animal Control Officer - PT	24.47 26.96	4 7	21.68 30.55	14.00 38.84	21.92 30.00	24.43 35.86
Assistant Auditor	36.95 47.49	6 8	31.90 41.62	23.91 60.91	31.05 39.23	34.82 45.36
Assistant City Clerk	31.68 40.71	7 10	29.12 35.88	17.21 55.88	28.46 34.29	33.14 35.33
Assistant City Solicitor	46.21 59.39	3 4	38.89 51.61	17.21 78.53	45.11 52.34	49.73 72.78
Assistant Director - DPW Administration and Finance	52.02 66.84	5 8	38.72 51.18	22.60 62.32	42.66 54.75	45.10 56.50
Assistant Director of IT	36.95 47.49	2 2	41.97 54.80	38.29 59.06	41.97 54.80	43.80 56.93
Assistant Director of Planning and Community Development	31.03 34.19	2 4	43.62 55.51	42.66 58.87	43.62 55.03	44.10 56.11
Assistant Library Director/Head of Technical Services	36.95 47.49	6 7	33.73 43.25	20.34 60.91	34.37 39.93	40.00 49.73
Assistant Parks Superintendent (Benchmark)	not on plan	2 2	30.33 40.58	27.05 45.56	30.33 40.58	31.96 43.07
Assistant to the Director of Inspectional Services	25.93 33.32	4 5	28.67 34.27	19.72 45.08	30.54 36.59	31.95 38.60
Assistant Treasurer	36.95 47.49	9 10	30.82 39.39	17.21 55.88	31.30 38.35	32.08 40.59
Building Systems Supervisor (HVAC Supervisor) - DPW	34.47 37.98	5 5	31.37 42.65	25.84 50.48	32.67 43.11	34.58 48.23
Cemetery Administrator	31.03 34.19	4 5	29.58 39.24	24.75 48.02	29.99 38.05	33.10 45.02
Chief Assessor	48.05 61.74	7 10	41.46 56.78	27.99 74.16	41.67 52.14	45.16 66.12
Chief Financial Officer and City Auditor	68.93 87.69	5 8	50.95 66.72	32.37 78.53	54.35 67.03	55.46 74.13
Chief of Police	contract 63.58	5 8	61.52 81.44	50.53 94.33	59.78 82.82	68.88 88.33
City Clerk	39.52 50.78	3 8	39.92 49.17	37.28 66.39	37.88 47.65	41.24 50.97
City Engineer	45.76 58.80	6 9	43.81 55.47	30.31 68.29	45.21 55.00	48.03 64.37

POSITION TITLE	Melrose Current	Comp Data Points	Comp Average	Comp Lo- Hi Range	Comp Median	75th Percent of Market
City Planner	40.21 44.30	3 4	36.17 49.01	33.15 60.91	34.44 46.91	37.68 52.95
City Solicitor - Labor Counsel	65.03 82.73	4 5	55.14 71.24	29.33 90.19	57.62 73.48	63.84 86.39
Clerk of Committees	30.80 39.58	1 2	35.64 47.87	35.64 49.80	35.64 47.87	35.64 48.83
Council on Aging Coordinator	19.51 21.50	3 4	23.90 25.78	23.15 29.94	24.04 25.95	24.28 28.01
Council on Aging Director	48.05 61.74	8 8	35.88 45.75	22.78 60.91	34.85 42.58	39.85 53.70
Communication and Community Outreach Coordinator	31.63 40.71	3 6	30.70 39.77	21.29 48.02	32.93 41.46	35.41 46.14
Deputy City Engineer	39.52 50.78	3 4	42.03 56.95	37.26 69.69	37.53 54.11	44.42 59.33
Director of Inspectional Services/Building Commissioner	39.52 50.78	7 9	45.12 56.68	41.00 78.53	44.59 53.04	46.08 65.32
Director of Community Development and Planning	48.05 61.74	7 10	45.75 58.72	29.33 86.39	47.26 54.77	49.15 64.92
Chief Information Officer (city and schools) / IT Director	57.87 73.63	5 8	48.79 64.71	44.59 85.11	49.05 65.15	49.76 67.36
Director of Public Works	68.93 87.69	7 10	54.25 70.60	30.31 86.39	54.58 72.10	61.54 79.20
Director of Strategic Initiatives and Communications (Mayor's Office)	48.05 61.74	3 3	46.34 64.71	41.00 82.03	45.64 59.06	49.00 70.54
Energy Efficiency Manager <i>Benchmark</i>	28.47 31.37	2 3	32.10 41.99	29.42 45.01	32.10 41.71	33.44 43.36
Executive Assistant to City Solicitor	28.26 36.31	2 2	31.15 41.39	30.14 41.61	31.15 41.39	31.65 41.50
Executive Director - Melrose Contributory Retirement	44.40 48.91	2 3	40.71 57.97	32.37 70.88	40.71 57.30	44.88 64.09
Executive Director Melrose Memorial Hall	33.88 43.54	3 3	32.94 44.11	31.31 50.48	32.92 44.27	33.75 47.38
Executive Office Manager - Police	26.12 28.79	2 8	30.93 36.10	30.48 41.29	30.93 36.76	31.15 38.72
Event Operations Assistant - Memorial Hall	19.51 21.50	1 1	20.65 28.98	20.65 28.98	20.65 28.98	20.65 28.98

POSITION TITLE	Melrose Current	Comp Data Points	Comp Average	Comp Lo- Hi Range	Comp Median	75th Percent of Market
Facilities Manager - City and Schools	45.76 58.80	4 7	51.19 63.46	44.59 86.39	50.20 59.92	55.88 68.50
Finance Manager (Auditing)	28.26 36.31	2 3	31.08 40.28	30.32 46.51	31.08 39.80	31.46 43.15
Finance Administrator - Fire Dept./Public Safety	25.67 32.99	3 3	28.31 36.27	27.30 37.93	28.74 35.44	28.81 36.68
Financial Systems Analyst/Project Manager (Auditor/IT Depts.)	39.52 50.78	4 4	43.88 57.46	31.37 68.47	46.54 57.85	50.58 62.49
Fire Chief	contract 66.27	5 8	59.39 73.94	50.53 86.39	59.78 73.87	64.96 77.58
Health Director (Melrose is regional)	61.35 78.05	6 7	36.18 47.13	23.91 59.06	36.84 46.16	39.97 53.78
Human Resources Assistant	28.47 31.37	1 2	26.44 35.63	26.44 36.27	26.44 35.63	26.44 35.95
Human Resources Director	48.05 61.74	7 10	41.82 54.86	26.71 70.88	41.67 52.30	46.82 63.17
Human Resources Benefits Coordinator	36.95 47.49	7 10	29.58 37.29	17.21 50.48	29.31 37.16	32.69 39.37
Library Director	36.59 47.02	7 10	43.20 54.50	25.35 78.53	44.59 51.81	48.06 61.83
Local Building Inspector (Certified)	40.21 44.30	4 7	33.38 40.21	31.31 50.48	33.81 40.39	34.15 42.71
Milano Center Manager (COA)	31.03 34.19	1 1	41.25 54.84	41.25 54.84	41.25 54.84	41.25 54.84
Operations Manager - DPW	39.52 50.78	4 6	42.75 51.68	39.02 58.09	43.08 51.66	44.09 56.60
Program Coordinator - MA in MotionZBA Clerk	28.47 31.37	1 1	25.38 34.09	25.38 34.09	25.38 34.09	25.38 34.09
Planning Coordinator & ZBA Clerk	24.47 26.96	3 3	23.12 29.85	18.65 34.15	22.25 30.25	25.36 32.20
Plumbing and Gas Inspector	28.47 31.37	5 7	28.83 37.37	19.95 48.02	28.46 36.23	32.93 43.49
Public Health Specialist	34.47 37.98	2 2	35.90 47.88	33.61 52.27	35.90 47.88	37.05 50.07
Program Coordinator - Tobacco/Alcohol	26.12 28.78	1 1	34.25 46.91	34.25 46.91	34.25 46.91	34.25 46.91
Project Engineer	28.26 36.31	4 6	34.67 43.86	31.68 53.61	35.35 43.05	36.27 46.60
Recreation Coordinator	26.12 28.78	7 8	25.39 31.81	17.21 48.02	24.52 28.60	28.84 33.94

POSITION TITLE	Melrose Current	Comp Data Points	Comp Average	Comp Lo- Hi Range	Comp Median	75th Percent of Market
Recreation Director	45.76 58.80	7 9	38.00 48.96	26.71 70.88	37.77 44.90	41.29 53.07
Sealer of Weights and Measures	31.92 35.17	2 3	31.85 42.74	30.77 48.02	31.85 40.39	32.39 44.20
Senior Planner	40.21 44.30	5 7	33.29 43.64	28.01 51.27	34.43 45.01	34.78 50.19
Superintendent of Mount Hood - <i>Limited Data</i>	45.76 58.80	2 2	34.74 47.56	25.66 60.47	34.74 47.56	39.27 54.01
Superintendent of Parks	not on plan 29.12	4 5	35.20 41.90	26.71 49.77	36.21 39.80	39.53 45.02
Sustainability Manager	28.26 36.31	2 2	36.09 51.34	34.64 55.88	36.09 51.34	36.81 53.61
Systems Analyst IT (city/schools) - networks/databases	30.80 39.58	3 5	40.97 50.99	34.43 55.19	42.66 51.27	44.24 55.00
Treasurer/Collector	48.05 61.74	7 9	43.83 58.05	23.91 78.53	45.27 56.17	48.84 66.39
Veteran's Administrative Assistant/PT	19.51 21.50	1 2	31.74 36.34	31.74 42.56	31.74 36.34	31.74 39.45
Veterans Services Director (Regional Position)	39.81 43.87	6 7	28.35 37.02	19.95 47.14	28.23 36.23	31.23 42.93
Water-Sewer Administrator (Billing)	30.80 39.58	3 5	24.94 35.04	21.29 40.39	23.75 36.59	26.77 39.37
Wiring Inspector	31.92 35.17	6 8	30.87 40.27	19.95 48.02	30.70 41.93	34.32 46.41

POSITION TITLE	Melrose Current	Comp Data Points	Comp Average	Comp Lo- Hi Range	Comp Median	75th Percent of Market
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ADDITIONAL BENCHMARK DATA

Assistant Health Director		3 3	32.23 42.27	29.58 43.49	33.51 42.16	33.56 42.82
Director - E-911		1 1	32.87 45.59	32.87 45.59	32.87 45.59	32.87 45.59
Dispatch Center Manager		4 5	26.63 33.24	22.27 39.85	26.72 30.93	28.57 34.97
Dispatcher/Communicator		6 6	22.56 27.80	20.55 36.23	21.68 26.48	22.78 28.00
Diversity, Equity and Inclusion Director/Coordinator		3 3	42.41 58.97	36.00 82.11	37.28 48.22	45.61 65.17
Emergency Management Director		1 1	40.13 45.34	40.13 45.34	40.13 45.34	40.13 45.34
Health and Human Services Director		3 5	51.93 64.00	49.62 78.53	51.82 65.32	53.08 70.92
Help Desk Technician		4 5	30.23 37.64	28.05 45.02	29.63 35.82	31.51 39.85
Mental Health Clinician		3 3	25.60 36.04	21.46 43.61	25.46 32.94	27.67 38.27
Parks Grounds Laborer (Pine Banks)		4 4	20.94 24.80	17.46 29.90	20.31 23.42	23.10 25.39
Park Ranger		1 1	24.03 29.96	24.03 29.96	24.03 29.96	24.03 29.96
Purchasing Director/Coordinator		5 6	34.52 44.89	23.91 55.19	34.58 48.61	37.28 50.11
Social Worker		3 3	30.88 43.37	22.73 53.61	33.61 43.49	34.96 48.55

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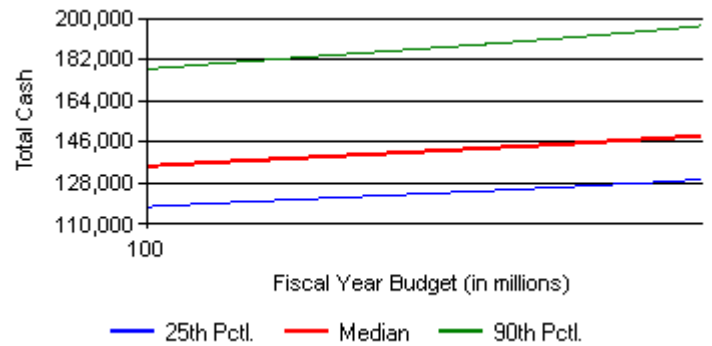
Individual Job Report

Police Chief

Specifications

Prepared For: City of Melrose, MA
Area: Massachusetts - Commonwealth Average
Industry: Government - City Support Services
Industry Codes: eSIC: 9104, NAICS: 921100, usSEC: 9721
Organization Size: 400,000,000
Education Adjustment:
Skill Adjustment:
Certification Adjustment:
Annualized Salary Trend: 2.6% (Adjustment: 0.21%)
Planning Date: 2/6/2022
Database as of: 1/1/2022
eDot: N/A
SOC: N/A
Printout Date: 2/6/2022
(Items in bold affect salary estimates)

Annual Total Cash Graph



Estimated Survey Median Annual Total Cash

All Incumbent Median: \$148,695

Fiscal Year Budget	25th Percentile	45th Percentile	Median	75th Percentile	90th Percentile
400,000,000	129,379	145,333	148,695	173,738	196,680
200,000,000	123,194	138,462	141,757	165,331	186,740
100,000,000	117,513	132,114	135,290	157,868	177,787

The Police Chief in Melrose is a contract position; therefore HRS has not placed this position on the compensation and classification plan, as the contract would prevail. Instead, HRS has provided pay range data for police chiefs in the custom market survey. However, we determined it was necessary to look at statewide composite actual rates data from municipal communities in order to discern better what police chiefs are making in 2022. The range is \$157,868 to \$173,738 at the 75th percentile. The all incumbent average is \$148,695. This is hybrid data through ERI.

Minutes Acceptance: Minutes of Jan 17, 2023 7:45 PM (Reading of the Minutes)

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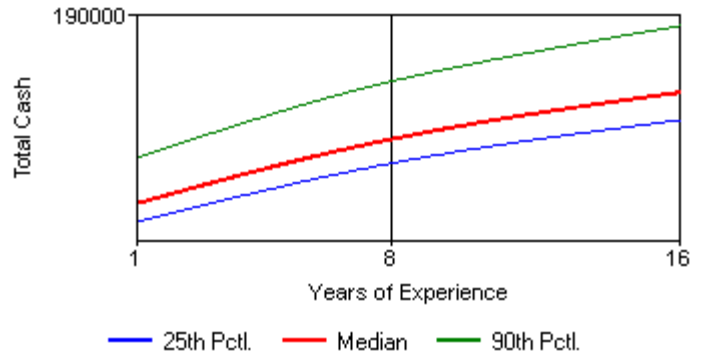
Individual Job Report

Fire Chief

Specifications

Prepared For: City of Melrose, MA
 Area: Massachusetts - Commonwealth
 Average
 Industry: Government - City Support Services
 Industry Codes: eSIC: 0000, NAICS: 000000, usSEC: 0000
 Organization Size: (Data reported by years of experience)
 Education Adjustment:
 Skill Adjustment:
 Certification Adjustment:
 Annualized Salary Trend: 2.6% (Adjustment: 0.21%)
 Planning Date: 2/6/2022
 Database as of: 1/1/2022
 eDot: N/A
 SOC: N/A
 Printout Date: 2/6/2022
 (Items in bold affect salary estimates)

Annual Total Cash Graph



Estimated Survey Median Annual Total Cash

All Incumbent Median: \$129,224

Years of Experience	25th Percentile	45th Percentile	Median	75th Percentile	90th Percentile
15	136,233	147,128	149,591	166,333	181,340
10	123,644	133,661	135,968	151,767	164,981
5	106,310	115,034	117,078	130,950	142,987

The Fire Chief in Melrose is a contract position; therefore HRS has not placed this position on the compensation and classification plan, as the contract would prevail. Instead, HRS has provided pay range data for fire chiefs in the custom market survey. However, we determined it was necessary to look at statewide composite actual rates data from municipal communities in order to discern better what fire chiefs are making in 2022. The range is \$130,950 to \$166,333 at the 75th percentile. The all incumbent average is \$129,224. This hybrid data through ERI.

Minutes Acceptance: Minutes of Jan 17, 2023 7:45 PM (Reading of the Minutes)

Position	Department	Fiscal 2023 Budgeted Base Salary Based on 53 week Payroll budget	Longevity	Potential Maximum SLBB	Stipend 1	Stipend 2	Total Potential Salary inclusive Longevity/SLBB/St ipends	New Salary Based on 53 week Payroll Budget	Estimated Comp Adjustment Base Only	Estimated Percent Adjustment Base only	FY22 Base Hourly MIN	FY22 Base Hourly MAX	New Proposed Grade	Proposed FY23 Hourly MIN	Propo F Ho N
Clerk of Committees	City Council	61,151.00		600.00			61,751.00	64,461.25	3,310.25	5.4%	30.80	39.58	11	34.75	4
							-	-	-						
Communication and Community Outreach Coordinator	Mayor	65,703.00		650.00			66,353.00	70,953.75	5,250.75	8.0%	34.22	43.97	12	38.25	4
Director of Strategic Initiatives and Communications	Mayor	96,896.00		650.00			97,546.00	101,802.40	4,906.40	5.1%	48.41	53.33	19	54.88	6
Director of Economic Recovery and Business Development	Mayor	92,230.60		650.00			92,880.60	93,343.60	1,113.00	1.2%	48.05	61.74	15	44.68	5
							-	-	-						
CFO/City Auditor	Auditor	157,172.00	1,175.00	600.00	3,000.00		161,947.00	159,956.65	2,784.65	1.8%	68.93	87.69	23	75.07	8
Assistant City Auditor	Auditor	95,350.00	775.00	600.00			96,725.00	97,925.45	2,575.45	2.7%	36.95	47.49	18	52.79	6
Finance Manager	Auditor	71,481.00	775.00	600.00			72,856.00	72,604.70	1,123.70	1.6%	28.26	36.31	11	34.75	4
							-	-	-						
Chief Assessor	Assessor	93,204.00	775.00	600.00	4,347.00		98,926.00	101,802.40	8,598.40	9.2%	48.41	53.33	19	54.88	6
							-	-	-						
Treasurer/Collector	Treasurer	114,308.00		600.00	1,000.00		115,908.00	114,639.00	331.00	0.3%	48.05	61.74	19	54.88	6
Assistant Treasurer	Treasurer	77,590.00		600.00			78,190.00	77,590.00	-	0.0%	36.95	47.49	13	40.80	4
							-	-	-						
Exec. Assistant to City Solicitor	Legal	68,707.00	975.00	600.00	6,500.00	3,000.00	79,782.00	70,100.45	1,393.45	2.0%	28.26	36.31	10	31.62	3
City Solicitor - Labor Counsel	Legal	134,354.00		600.00			134,954.00	139,254.85	4,900.85	3.6%	65.03	82.73	23	75.07	8
Assistant City Solicitor	Legal	110,158.00	775.00	600.00			111,533.00	111,225.80	1,067.80	1.0%	46.21	59.38	20	57.63	6
							-	-	-						
Human Resources and Labor Relations Director	HR	107,383.00	975.00	600.00			108,958.00	116,846.45	9,463.45	8.8%	48.05	61.74	21	62.99	7
Human Resources and Benefits Coordinator	HR	74,818.00		600.00			75,418.00	75,684.00	866.00	1.2%	36.95	47.49	13	40.80	4
Human Resources Assistant	HR	54,374.00		600.00			54,974.00	55,265.00	891.00	1.6%	28.47	31.37	9	27.54	3
							-	-	-						
Director of IT City & Schools	IT	144,943.00	775.00	600.00			146,318.00	144,943.00	-	0.0%	57.87	73.63	21	62.99	7
IT Systems Analyst	IT	74,890.00	775.00	600.00			76,265.00	76,459.00	1,569.00	2.1%	30.80	39.58	13	40.80	4
Assistant IT Director	IT	93,480.00	775.00	600.00			94,855.00	94,493.70	1,013.70	1.1%	36.95	47.49	16	48.96	5
Financial Systems Analyst/Project Manager	IT	84,884.00	620.00	600.00			86,104.00	86,517.20	1,633.20	1.9%	39.52	50.78	17	50.75	6
Project/System Administrator	IT	69,101.00		600.00			69,701.00	81,935.35	12,834.35	18.6%	34.22	43.97	13	40.80	4
							-	-	-						
City Clerk	City Clerk	90,807.00	775.00	600.00	1,500.00	4,000.00	97,682.00	90,820.80	13.80	0.0%	39.52	50.78	16	48.96	5
Assistant City Clerk	City Clerk	70,158.00		600.00			70,758.00	70,158.00	-	0.0%	31.68	40.71	11	34.75	4
							-	-	-						
Senior Planner	Planning	78,348.00	775.00	600.00			79,723.00	80,321.50	1,973.50	2.5%	40.21	44.30	13	40.80	4
Director of Community Development and Planning	Planning	131,537.00	1,530.00	600.00			133,667.00	131,537.00	-	0.0%	48.05	61.74	19	54.88	6
Sustainability Manager	Planning	72,911.00	975.00	600.00			74,486.00	75,684.00	2,773.00	3.8%	28.26	36.31	13	40.80	4
							-	-	-						
Admin. Accounting Assistant	Police	19,561.00					19,561.00	19,949.00	388.00	2.0%	19.51	21.50	8	20.91	2
Executive Office Manager Police	Police	55,541.00	775.00	600.00			56,916.00	64,810.20	9,269.20	16.7%	26.12	28.79	10	31.62	3

Minutes Acceptance: Minutes of Jan 17, 2023 7:45 PM (Reading of the Minutes)

Position	Department	Fiscal 2023 Budgeted Base Salary Based on 53 week Payroll budget	Longevity	Potential Maximum SLBB	Stipend 1	Stipend 2	Total Potential Salary inclusive Longevity/SLBB/St ipends	New Salary Based on 53 week Payroll Budget	Estimated Comp Adjustment Base Only	Estimated Percent Adjustment Base only	FY22 Base Hourly MIN	FY22 Base Hourly MAX	New Proposed Grade	Proposed FY23 Hourly MIN	Propo F Ho N
Chief	Police	145,988.00			3,000.00			145,988.00	-	0.0%					
Chief	Fire	142,803.00	2,500.00	600.00			145,903.00	153,888.00	11,085.00	7.8%					
Finance Administrator - Fire Dept	Fire	50,816.00		600.00			51,416.00	57,548.40	6,732.40	13.2%	26.12	28.78	10	31.62	3
Emergency Management Director	Emergency Management	28,620.00					28,620.00	36,490.50	7,870.50	27.5%			12	38.25	4
Assistant to the Director of Inspectional Services	Inspectional Services	61,457.00		600.00			62,057.00	61,457.00	-	0.0%	25.93	33.32	10	31.62	3
Director of Inspectional Services/Building Commissioner	Inspectional Services	105,190.00		600.00			105,790.00	105,190.00	-	0.0%	39.52	50.78	19	54.88	6
Sealer of Weights & Measures/Wire Inspector	Inspectional Services	49,629.00		410.00			50,039.00	56,763.00	7,134.00	14.4%	31.92	35.17	12	38.25	4
Plumbing and Gas Inspector	Inspectional Services	45,058.00		410.00			45,468.00	48,654.00	3,596.00	8.0%	28.47	31.37	12	38.25	4
Local Building Inspector	Inspectional Services	64,452.00		600.00			65,052.00	65,206.96	754.96	1.2%	40.21	44.30	12	38.25	4
Project Engineer	DPW-Admin	65,269.00		600.00			65,869.00	81,090.00	15,821.00	24.2%	28.26	36.31	12	38.25	4
Operations Manager	DPW-Admin	109,201.20	975.00	600.00			110,776.20	111,914.80	2,713.60	2.5%	51.51	66.19	18	52.79	6
City Engineer	DPW-Admin	112,853.00	-	600.00	1,000.00		114,453.00	116,345.60	3,492.60	3.1%	45.76	58.80	19	54.88	6
DPW Director	DPW-Admin	143,014.00	775.00	600.00	1,000.00		145,389.00	142,037.35	(976.65)	-0.7%	68.93	87.69	23	75.07	8
Building Systems Supervisor (HVAC)	DPW-Admin	83,775.00	775.00	600.00			85,150.00	86,496.00	2,721.00	3.2%	34.47	37.98	13	40.80	4
Facilities Manager (City & School)	DPW-Admin	111,794.00		600.00	1,000.00		113,394.00	111,914.80	120.80	0.1%	45.76	58.80	18	52.79	6
Assistant Director DPW Administration and Finance	DPW-Admin	119,936.00		600.00			120,536.00	123,677.60	3,741.60	3.1%	52.02	66.84	19	54.88	6
Deputy City Engineer	DPW-Admin	100,831.00	-	600.00			101,431.00	107,590.00	6,759.00	6.7%	39.52	50.78	17	50.75	6
Cemetery Administrator	DPW-Admin	48,078.00	554.00	429.00			49,061.00	50,681.25	2,603.25	5.4%	31.03	34.19	12	38.25	4
Health Director (regional)*	Health	116,936.00		600.00			117,536.00	150,000.00	33,064.00	28.3%	61.35	78.05	19*	54.88	6
Public Health Specialist	Health	67,615.00		600.00			68,215.00	67,615.00	-	0.0%	34.47	37.98	11	34.75	4
Animal Control Officer	Health	25,686.00		-			25,686.00	25,686.00	-	0.0%	24.47	26.96	9	27.54	3
Program Coordinator - Tobacco/Alcohol	Health	65,538.21	775.00	600.00			66,913.21	65,741.20	202.99	0.3%	26.12	28.78	9	27.54	3
Prevention and Wellness Program Coordinator	Health	56,191.71	666.50	516.00			57,374.21	52,326.90	(3,864.81)	-6.9%	34.47	37.98	9	27.54	3
Milano Center Manager (COA)	COA	58,287.00		600.00			58,887.00	58,695.00	408.00	0.7%	31.03	34.19	10	31.62	3
Council on Aging Director	COA	90,921.00		600.00			91,521.00	97,925.45	7,004.45	7.7%	48.41	53.33	18	52.79	6
Veterans Service Director (Regional)	Veterans	78,448.00		600.00			79,048.00	79,468.20	1,020.20	1.3%	39.81	43.87	14	42.84	5

Minutes Acceptance: Minutes of Jan 17, 2023 7:45 PM (Reading of the Minutes)

Position	Department	Fiscal 2023 Budgeted Base Salary Based on 53 week Payroll budget	Longevity	Potential Maximum SLBB	Stipend 1	Stipend 2	Total Potential Salary inclusive Longevity/SLBB/St ipends	New Salary Based on 53 week Payroll Budget	Estimated Comp Adjustment Base Only	Estimated Percent Adjustment Base only	FY22 Base Hourly MIN	FY22 Base Hourly MAX	New Proposed Grade	Proposed FY23 Hourly MIN	Propo F Ho N
Administrative Assistant PT	Veterans	19,546.00					19,546.00	19,948.00	402.00	2.1%	19.51	21.50	8	20.91	2
							-		-						
Library Director	Library	99,296.00	1,530.00	600.00			101,426.00	108,035.20	8,739.20	8.8%	36.59	47.02	19	54.88	6
Assistant Library Director (Head Technical Services)	Library	84,266.00	2,500.00	600.00			87,366.00	85,237.25	971.25	1.2%	36.95	47.49	13	40.80	4
							-		-						
Recreation Director	Recreation	99,079.00	975.00	600.00			100,654.00	97,944.00	(1,135.00)	-1.1%	45.76	58.80	17	50.75	6
Recreation Coordinator	Recreation	48,454.00		600.00			49,054.00	53,145.75	4,691.75	9.7%	26.12	28.78	9	27.54	3
Executive Director Melrose Memorial Hall	Memorial Hall	87,418.00	975.00	600.00			88,993.00	90,820.80	3,402.80	3.9%	33.88	43.54	16	48.96	5
Events Operation Manager Memorial Hall	Memorial Hall	18,824.00					18,824.00	19,948.14	1,124.14	6.0%	19.51	21.50	8	20.91	2
Events Operation Manager Memorial Hall	Memorial Hall	20,335.00					20,335.00	20,521.90	186.90	0.9%	19.51	21.50	8	20.91	2
Events Operation Manager Memorial Hall	Memorial Hall	18,776.00					18,776.00	19,571.76	795.76	4.2%	19.51	21.50	8	20.91	2
Events Operation Manager Memorial Hall	Memorial Hall	5,255.00					5,255.00	5,541.15	286.15	5.4%	19.51	21.50	8	20.91	2
							-		-						
Water-Sewer Administrator Billing	Sewer	73,422.00	775.00	600.00			74,797.00	75,313.00	1,891.00	2.6%	30.80	39.58	12	38.25	4
									-						
Superintendent of Parks	Mt Hood/Parks	99,080.00	1,175.00	600.00			100,855.00	97,944.00	(1,136.00)	-1.1%	45.76	58.80	17	50.75	6
							-		-						
Executive Director - Melrose Contributory Retirement	Retirement	121,178.14	775.00	600.00			122,553.14	117,031.95	(4,146.19)	-3.4%	44.40	48.91	18	52.79	6
							-								
							Total Adjustment		217,034.75						

1. Fiscal 2023 is based on a 53 week Payroll Budget.
2. Please note this chart was prepared to demonstrate total compensation for employees **inclusive of** longevity, potential SLBB and Stipends and to show the proposed monetary change by position.
3. The funding request of \$167,309.63 Council Order 2023-29 represents the budgetary impact of these adjustments **and takes into consideration any departmental changes since the budget was approved in June 2022.**
(such changes are due to regionalization pending Council approval, staffing changes, vacancies, temporary out of grade assignments to cover for leaves)
4. The funding order doesn't reflect the total adjustment since certain positions are funded through ARPA, grants, regional budgets and other sources and they have absorbed a portion of the adjustment.
5. The Health Director proposed grade is representative of the proposed salary prior to the regionalization with Stoneham, which is pending approval of Council.
6. 21 of the positions have outgrown the current salary schedule and receive only COLA, without any steps.
7. Few positions have a base salary that is higher than the proposed hourly maximum, their salary will not be reduced, and will only be eligible for COLA going forward.
8. A negative percent adjustment reflects a slower salary progression than the current plan.
9. Report produced 11/3/22 by the Auditor and HR depts.

Minutes Acceptance: Minutes of Jan 17, 2023 7:45 PM (Reading of the Minutes)

Questions Received from Councilors regarding Compensation Study and CBA Orders

1. Provide a 10-year history of all approved withdrawals from the contract stabilization account and indication of what was approved (e.g., in X year the council approved Y amount to go toward funding retro raises for Z collective bargaining agreement).

Please see attached Stabilization History.

2. Provide a copy of the compensation study completed by the consultant any related documents-Please see attached Compensation and Classification plan documents.

3. Provide a list of any identified non-union positions that are currently identified for a compensation adjustment under order 2023-29 to maintain compliance with the MA Equal Pay Act.

The Mass Equal Pay Act requires that employees performing equal or comparable work are compensated equally. "Equal work" involves similar skill and responsibilities and is performed in similar working conditions. The methodology HRS used involves the components required by MEPA and by creating one consolidated compensation plan and a classification plan it ensures that the pay equity matches the MEPA requirements. It is hard to isolate which positions require adjustments solely related to MEPA compliance. The Comp and Class study HRS conducted is different from a pay equity study, disparity study or gender analysis, all of which involve a deeper analysis of compliance with the Mass Equal Pay Act. The Comp and Class study focuses on the positions themselves not the employees in the positions, which is what a pay equity study does, as it takes into consideration the individual longevity, personal qualifications, the education/ training and the performance of the individual employees. The Comp and Class study has built the elements of MEPA into its methodology, job analysis, job evaluation, along with external market analysis, which sets the foundation of a system that is externally and internally equitable.

4. List of all positions by job title and department slated to be adjusted under the 2023-29 funding request. For these positions, total current annual compensation, inclusive of stipends, COLAs, and any other monetary compensation paid out of all City funds (operating and enterprise).

See attached spreadsheet/PDF "CompClassOrderDocument11-3-22".

5. Orders 2023-30 and 2023-31 reference that the funding request is for FY 23 funding for a union contract.

- When was this contract settled?

The MOUs were executed September 23, 2022 (Clerical) and October 4, 2022 (Laborers).

- Are these raises retro to the start of the fiscal year?

The previous contracts expired at the end of FY22. The new contracts are effective with the start of FY23, therefore the budgeted raises are retro to the start of the fiscal year.

- Were any of these raises budgeted for in the current FY 23 budget, or is the totality of the increases being absorbed through the stabilization and retained earnings fund?

As is the customary budgeted practice, any FY23 step increases were budgeted based on the old contract, which was the known amount when FY23 budget was set. The stabilization fund absorbs only partially increases.

6. What is the stated purpose for the contract stabilization, water retained earnings, and sewer retained earnings funds? Is this stated purpose set by: state statute/charter/city admin/all of the above? The "Contractual Obligations and Salary & Wages Stabilization Fund" was established in 2006 by Council Vote 06-221 and in accordance with MGL Chapter 40, Section 5B. Water Retained Earnings and Sewer retained earnings were established under MGL Chapter 44, Section 53F ½ for Enterprise Funds.

7. What is the City relying on to justify paying non-union comp adjustments from the contract stabilization fund?

The stabilization fund was created for the purposes of contractual obligations as well as salary and wages. The adjustments resulting from the Comp and Class study are one-time non-budgeted salary adjustments, therefore the stabilization fund is used to fund part of these adjustments.

8. Did the classification review the compensation for both full time and part time employees? Among the positions reviewed we have both full time and part time employees.

9. Can you provide what positions have other compensation and what are the "Other" items? Under "other compensation" we consider stipends, longevity, sick leave incentives.

Below are the positions receiving a stipend (see list below, amount of stipend and reason for it).

Position	Stipend Position	Stipend Amount
Exec. Legal Assistant	Liquor Commission	\$6,500.00
Exec. Legal Assistant	Retirement Board	\$3,000.00
CFO/Auditor	Retirement Board	\$3,000.00
City Clerk	Clerk/City Council	\$4,000.00
City Clerk	Board of Registrars	\$1,500.00
Police Chief	Retirement Board	\$3,000.00
Assessor	Board of Assessor	\$4,347.00
Treasurer	Retirement Board (working with)	\$1,000.00
DPW Director	job specific licenses	\$1,000.00
Deputy City Engineer	job specific licenses	\$1,000.00
City Engineer	job specific licenses	\$1,000.00

Longevity is an annual bonus that benefit eligible non-union employees receive based on continuous years of service with the City, following the schedule below:

Years of Continuous Service	Annual Lump Sum Compensation
5 years, but less than ten 10 years	\$ 775.00
10 years, but less than 15 years	\$ 975.00
15 years, but less than 20 years	\$ 1,175.00
20 years, but less than 25 years	\$1,530.00
25 years, but less than 29 years	\$1,950.00
29 years or more	\$2,500.00

Non-union benefit eligible employees are reimbursed earned unused sick time in accordance with the schedule below. The maximum reimbursement they are eligible for per year is \$650.

If employee uses:	Less than 24.9% of available sick days (0 to 2.9 days/0 to 20.9 hours)	Receives \$50.00/day for remaining unused days
	between 25% - 49.9% of available sick days (3 to 5.9 days/21 to 41.9 hours)	Receives \$40.00/day for remaining unused days
	between 50% -74.9% of available sick days (6 to 8.9 days/42 to 62.9 hours)	Receives \$30.00/day for remaining unused days.
	75% or more (9 to 12 days/63 to 84 hours)	Zero reimbursement
In all instances, the applicable percentages shall be rounded down.		

10. Please provide by position side by side the old min and max salary and the new min and max salary.

See attached spreadsheet/PDF "CompClassOrderDocument11-3-22"

11. Please provide by position the dollar increase along with the percentage.

See attached spreadsheet/PDF "CompClassOrderDocument11-3-22"

12. You state in your memo that periodically we should do a cost of living increase in the compensation structure. How do you define periodically?

This is a discretionary decision of the Mayor and the CFO. Depending on the economy, employers are advised to apply COLA to their compensation plan to ensure that the pay is still appropriate, competitive with the changing economy and not stagnant. Union employees have COLA applied to the comp plans every year.

13. If an employee is above the range how will their annually compensation work every year?
They will only receive COLA going forward.

14. Are there any collective bargaining units within the City (including those under MPS) that are not eligible to access the contract stabilization fund? If so, why? There are no CBAs that are restricted from using the Contractual Obligations and Salary & Wages Stabilization Fund.

Ghobrial, Andrew

From: Maryandjoe Pelrine <[REDACTED]>
Sent: Monday, November 7, 2022 10:20 AM
To: City Council
Subject: Tonights meeting

Good Morning All,
 What a beautiful day!
 I am not sure if I can attend tonight.
 On these orders

2023-29 funding for HRS compensation study. I thought that this study was completed already.
 Why is a total of \$ 7534.00 coming out of W & S retained earnings to pay for this?

2023-30 Funding for the clerical union contractual This time W & S retained earnings is being
 tapped for \$ 8792.00. Why wouldn't this line be covered entirely by the contract stabilization account?

2023-31 Funding for the labor's union contract. This time the W & S retained earning is being
 tapped for \$ 18,294.00. Again why isn't the contract stabilization account covering all of this?

Total \$ 34,620.00 is a lot of money.
 How did the city come to these percentage totals for each of these items?

It would seem to me that when the budget was approved, each of these line lines were accounted
 for, and funded, and now more money needs to be allocated?

With all of our water bills through the ceiling, How is that there \$34,620.00 in these retained earning
 accounts? Are we being charged to much for W & S?
 What are retained earning accounts?

Thanks for all you do for the City of Melrose.

Joe

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 determined that email is a public record unless the content of the email falls within one of the stated exemptions under
 the Massachusetts Public Records Laws.****

Minutes Acceptance: Minutes of Jan 17, 2023 7:45 PM (Reading of the Minutes)

Ghobrial, Andrew

From: Eugenia Gibbons <[REDACTED]@com>
Sent: Monday, November 7, 2022 5:54 PM
To: Cinella, Christopher; Jamaledine, Maya; Migliorelli, Leila; Eccles, Jack; Karamcheti, Manjula; Williams, Ryan; Stewart, Robert; Obremski, John; Garipay, Mark; MacMaster, Shawn; Grigoraitis, Jennifer
Cc: Ghobrial, Andrew; *Mayor Brodeur; Withey, Dorie; O'Connell, Ed; McAndrew, Jennifer; DeSelm, Lizbeth; Razi-Thomas, Jennifer; Driscoll, Margaret
Subject: Public Comment - 11/7 Appropriations Committee Meeting

I request that these comments be read at the meeting so they may be included in tonight's public record.

Dear esteemed members Melrose City Council,

I was hoping to attend this evening's appropriations committee meeting, but work obligations prevent me from doing so. And so I am sharing with the full committee concerns about tonight's agenda items that I have already expressed to my ward councilor, Ryan Williams.

Of particular concern are requested approvals for a salary study and pay raises for certain city personnel funded from a contract stabilization account.

Even if this is standard practice or perfunctory in nature, it is perplexing why such a request would be made at a time when the district has yet to resolve contract negotiations with teachers/paras, the FY23 school department budget is being reconstructed, and questions remain about the extent to which the city will need to modify its anticipated contribution to make the current (and potentially FY24) budget whole.

Given that the school budget is a significant portion of the city budget it stands to reason that the city budget, including a \$1M + reserve sitting in the contract stabilization fund, is also in need of thorough review.

Without question, staff deserve raises. And any suggestion to hold this question until further review is NOT a commentary on the merits of well-deserved salary increases for essential city personnel. Rather, it is a request that such allocations are accurately accounted for in the budget alongside and not at the expense of other city and district obligations, like teachers, student resources, or other unforeseen expenditures.

Shortsighted maneuvers like this contribute to the structural issues that have been in sharp focus in recent weeks.

Assuming these items are taken up this evening, it would be prudent for the requests to be held in committee until the city and the district are able to provide clarity and further insight into the status of the FY23 budget and a timeline for when the contract with teachers will be resolved - actions that will also help to restore public trust.

I strongly urge you to consider this and hold these items until resolution has been met on a contract and the budget.

Thank you for your service and for your time and consideration.

Sincerely,
 Eugenia Gibbons
 Ward 7 Resident

CC: Mayor Brodeur & Members of Melrose School Committee

Minutes Acceptance: Minutes of Jan 17, 2023 7:45 PM (Reading of the Minutes)

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Minutes Acceptance: Minutes of Jan 17, 2023 7:45 PM (Reading of the Minutes)

Ghobrial, Andrew

From: Golden, Kerriann
Sent: Friday, October 28, 2022 12:42 PM
To: Grigoraitis, Jennifer
Cc: Dello Russo, Patrick; Phillips, Shannon; Latta, Polina; Ghobrial, Andrew; Cinella, Christopher
Subject: RE: Request for additional documentation for orders 2023-29, 2023-30, 2023-31
Attachments: 8404ContractStabilizationHistory.pdf; 2006-221 Creation of Contractual Obligations S&W Stabilization Fund.pdf

Good Morning Councilor Grigoraitis,

Patrick and I are providing the information for the questions below that are relevant to our piece. Attached please find a 10 year history of the Contract Stabilization Fund. This fund was established by the Council Order attached 06-221.

-Contract Stabilization was established by Council Vote 06-221 and in accordance with MGL Chapter 40, Section 5B.
 -Water Retained Earnings and Sewer retained earnings were established under MGL Chapter 44, Section 53F ½ for Enterprise Funds.

There are no CBAs that are restricted from using the Contractual Obligations and Salary & Wages Stabilization Fund.

For orders 2023-30 and 2023-31- Yes, these raises will be retro to the start of Fiscal Year 2023. For the FY 2023 budget, Steps and longevity changes were budgeted. Appropriation Orders 2023-30 and 2023-31 represent the COLA negotiated with both Local 272 Clerical and Local 272 Laborers.

Thanks
 Kerri
 Assistant City Auditor
 City of Melrose
 562 Main Street
 Melrose, MA 02176

From: Grigoraitis, Jennifer <jgrigoraitis@CityofMelrose.org>
Sent: Monday, October 24, 2022 11:27 AM
To: Latta, Polina <platta@CityofMelrose.org>; Dello Russo, Patrick <PDelloRusso@CityofMelrose.org>; Phillips, Shannon <sphillips@CityofMelrose.org>
Cc: Ghobrial, Andrew <aghobrial@CityofMelrose.org>; Cinella, Christopher <ccinella@CityofMelrose.org>
Subject: Request for additional documentation for orders 2023-29, 2023-30, 2023-31

Good morning,

My understanding is that some combination of the three of you will be before the Appropriations & Oversight Comm to speak to these three orders. In advance of that meeting (which I know Andrew is working to get scheduled), I would like to receive the following additional information:

Minutes Acceptance: Minutes of Jan 17, 2023 7:45 PM (Reading of the Minutes)

- ten-year history of all approved withdrawals from the contract stabilization account and indication of what was approved (e.g., in X year the council approved Y amount to go toward funding retro raises for Z collective bargaining agreement)
- Copy of the compensation study completed by the consultant any any related documents
- A list of any identified non-union positions that are currently identified for a compensation adjustment under order 2023-29 to maintain compliance with the MA Equal Pay Act
- List of all positions by job title and department slated to be adjusted under the 2023-29 funding request
 - For these positions, total current annual compensation, inclusive of stipends, COLAs ,and any other monetary compensation paid out of all City funds (operating and enterprise)

Additional questions (that I am happy to discuss beforehand and also anticipate asking in the meeting):

- What is the stated purpose for the contract stabilization, water retained earnings, and sewer retained earnings funds? Is this stated purpose set by: state statute/charter/city admin/all of the above?
- Are there any collective bargaining units within the City (including those under MPS) that are not eligible to access the contract stabilization fund? If so, why?
- Orders 2023-30 and 2023-31 reference that the funding request is for FY 23 funding for a union contract. When was this contract settled? Are these raises retro to the start of the fiscal year? Were any of these raises budgeted for in the current FY 23 budget, or is the totality of the increases being absorbed through the stabilization and retained earnings fund?

Thank you.

Best,

Jen

Jen Grigoraitis, she/her/hers

Ward 6 Councilor, City of Melrose

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

Established Council Order 06-221 in accordance with MGL Chapter 40, Section 5B		
8404 Contract Stabilization		
Detail	Description	Funding Orders
Opening Balance Fiscal year 2013		
2014-74	Clerical - 1 Year	(17,104.23)
2015-102	Library 1 Year	(12,343.95)
2016-55	Laborers 1 Year	(73,241.53)
2016-56	Laborers 1 Year Cemetery	(19,718.89)
2017-39	Fire 2 Years	(369,520.22)
2017-36	Clerical - 1 Year	(9,593.40)
2017-109	Patrol 2 Years	(213,259.09)
2018-55	Library 1 Year	(13,000.00)
2018-152	Fire 1 Year	(103,750.00)
2019-52	Police 1 Year	(101,827.00)
2020-17	City Solicitor - Liquor Commission stipend	(5,000.00)
2020-18	Clerical - 1 Year	(61,138.14)
2022-42	Fire - 2 Years	(317,693.00)
		(1,317,189.45)



CITY OF MELROSE
In Board of Aldermen

June 5, 2006

AN ORDER
06-221

Creation of a new Stabilization Fund entitled "Contractual Obligations and Salary & Wages Stabilization Fund", in accordance with Massachusetts General Laws Chapter 40, Section 5B

Offered by Mayor Robert J Dolan
BE IT ORDERED

that, the creation of a new Stabilization Fund entitled "Contractual Obligations and Salary & Wages Stabilization Fund" Number 8404, in accordance with Massachusetts General Laws Chapter 40, Section 5B be, and hereby is passed.

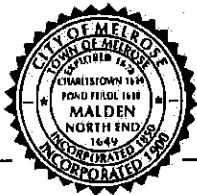
PASSED

JUN - 5 2006
[Signature]
President of the Board of Aldermen

APPROVED

JUN - 7 2006
[Signature]
MAYOR

Minutes Acceptance: Minutes of Jan 17, 2023 7:45 PM (Reading of the Minutes)



CITY OF MELROSE

Melrose, 25 ^{MA} June 2006

The Committee on

Appropriations

To Which Was Referred Paper No.

06-221

Entitled

Creation of a new Stabilization Fund entitled "Contractual Obligations and Salary & Wages Stabilization Fund", in accordance with Massachusetts General Laws Chapter 40, Section 5B

REPORTS as Follows:

that it recommends passage of the Order.

For the Committee

Robert A. Boisselle

Chairman

Minutes Acceptance: Minutes of Jan 17, 2023 7:45 PM (Reading of the Minutes)

**CITY OF MELROSE**

MELROSE CITY HALL
562 Main Street
Melrose, Massachusetts 02176

ROBERT J. DOLAN
Mayor

Telephone: (781) 979-4444
Fax: (781) 662-2188

May 11, 2006

To the Honorable Board of Aldermen:

I respectfully request the creation of a new stabilization fund entitled "Contractual Obligations and Salary & Wages Stabilization Fund" in accordance with Massachusetts General Laws Chapter 40, Section 5B

Robert J. Dolan
MAYOR

Minutes Acceptance: Minutes of Jan 17, 2023 7:45 PM (Reading of the Minutes)

GUIDELINES:**I. MULTIPLE STABILIZATION FUNDS****A. Creation of Funds**

Stabilization funds may be created for one or more different purposes. G.L. Ch. 40 §5B. A fund may be created for a broad category of spending purposes, *e.g.*, any lawful purpose, capital budget purposes or purposes for which the community may borrow money. It may also be created for a specific purpose or project, *e.g.*, acquire a new fire truck or undertake a particular school construction project.

Creation of a fund requires a ~~(two-thirds vote)~~ of the legislative body of the city, town or district. The vote must clearly define the purpose(s) of the fund.

B. Pre-existing Fund

Any pre-existing stabilization fund balance should continue to be treated as a reserve for any lawful purpose, *i.e.* a "general" stabilization fund. The city, town or district can reallocate or earmark all or part of that balance to any new stabilization funds it creates by a vote to transfer monies from that "general" stabilization fund to the newly created fund. See Section I-D below.

C. Changing Fund Purpose

The purpose of a stabilization fund may be changed at any later time by a two-thirds vote of the legislative body. For example, if a community had established a fund in order to reserve monies to acquire a new fire truck and a balance remains after the purchase, the legislative body could vote to change the purpose to meet some new savings objective.

If a Proposition 2½ levy limit override was approved for the purpose of funding the particular stabilization fund, however, the city or town must also follow the referendum procedure explained in Section II-C below to be able to change the fund purpose and then continue using the additional levy capacity resulting from that override in future years.

D. Appropriations and Transfers

Appropriations into and from any stabilization fund require a two-thirds vote of the legislative body.

**CITY OF MELROSE**

MELROSE CITY HALL
562 Main Street
Melrose, Massachusetts 02176

Telephone: (781) 979-4444
Fax: (781) 662-2111

ROBERT J. DOLAN
Mayor

May 11, 2006

To the Honorable Board of Aldermen:

I respectfully request the creation of a new stabilization fund entitled "Contractual Obligations and Salary & Wages Stabilization Fund" in accordance with Massachusetts General Laws Chapter 40, Section 5B

Robert J. Dolan
MAYOR

Minutes Acceptance: Minutes of Jan 17, 2023 7:45 PM (Reading of the Minutes)

PUBLIC HEARINGS

Public Hearing Set _____

Melrose Free Press _____

MMTV _____

Public Works Notified _____

Utilities Notified _____

Abutters Notified _____

Post Call _____

Invoice _____

LICENSES

Sent Fire ☐ CORI ☐
 Building ☐ Health ☐
 Wts. & Meas. ☐ Police ☐

Rec'd Fire ☐ CORI ☐
 Building ☐ Health ☐
 Wts. & Meas. ☐ Police ☐
 Class II Bond ☐
 Workers Comp Affidavit ☐

CLAIMS

Auditor ☐ City Solicitor ☐
 Public Works ☐ _____ ☐
 _____ ☐ _____ ☐

emailed to department heads ☒
 Ordinances changes:
 Mailed to General Code ☐
 Copy to Book ☐

APPOINTMENTS

Letter ☐ Oath ☐

No 06-22 / original date May 15, 2006

In Board of Aldermen

Referred to Committee on

Appropriations

Creation of a new Stabilization Fund entitled
 "Contractual Obligations and Salary & Wages
 Stabilization Fund", in accordance with
 Massachusetts General Laws Chapter 40, Section
 5B

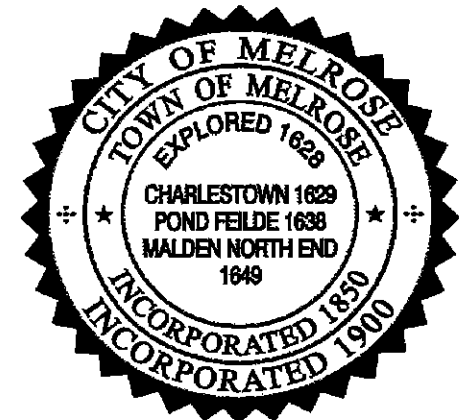
JUN 05 2006

Passed as amended ☐ Passed ☒
 Rule _____ suspended ☐ Defeated ☐
 Immediate consideration ☐ Place on file ☐
 Reconsideration defeated ☐ Reconsidered ☐
 Leave to withdraw ☐ Tabled ☐
 Granted, adopted, confirmed ☐ Recommended ☐
 Ordained Roll Call ☐ Null & Void ☐
 10 Yea ☐ Nay ☐

Mary Rita O'Shea
 Clerk

Aldermen	Yea
Boisselle	☒
Brodeur	☒
Buonopane	☒
Conn	☒
Forbes	☒
Heavey	☒
Mortimer	☒
Seaboyer	☒
Tramontozzi	☒
Wright	☒
Infurna, Pres.	☒

TOTAL	10	0
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CITY OF MELROSE

Legal Department

Shannon Phillips
City Solicitor
SPhillips@cityofmelrose.org

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

To: Honorable Melrose City Council

From: Shannon Phillips, City Solicitor

Re: ***Order 2023-30 and Order 2023-31***

Date: November 3, 2022

Dear Honorable Council Members:

The two above-referenced orders are before you as the result of successor contracts being reached with two of our City Unions- Laborers' 272 and Clerical 272- effective Fiscal Year 23 to Fiscal Year 25- beginning June 27, 2022 and ending June 29, 2025.

Memorandum of Agreements were executed by the Unions (after ratification votes) and the City the end of September 2022, subject only to funding of the economic items by the Melrose City Council.

As a result, the above-referenced orders are requesting funding for pay due to the members of both Unions for Fiscal Year 23.

The major economic terms agreed upon in these contracts are as follows:

Clerical Union Financial Highlights:

- Cost of living adjustments: FY23- 2%; FY24-1.75%, FY25- 1.75%
- Second and third years of contract one new step will be added to the salary schedule which will be 2% higher than the previous step in an effort to retain senior staff by providing for salary growth.
- Effective FY23 all elementary school nurses move up one group to Group 14 (same as other school nurses)- at the step closest to but higher than their current rate of pay in an effort to maintain internal equity and retain such hard to fill positions.

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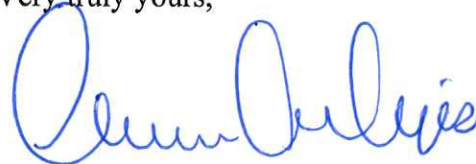
- Effective FY23 move all clerical jobs listed in Group 9 to Group 10 to the step closest to but higher than their current rate of pay. This was done to make the lowest paid union positions more competitive within the labor market and attract and retain employees.

Laborers' Union Financial Highlights:

- Cost of living adjustments as follows: FY23- 1.75%; FY24-1.75%, FY25- 1.75%
- One new step will be added on salary schedule, 2% higher than the previous step, each year of the contract in an effort to retain senior staff by providing for salary growth.

I will be present at Monday night's Appropriation and Oversight Committee meeting to answer any questions you may have.

Very truly yours,



Shannon Phillips

FY23 CLASSIFICATION PLAN	
City of Melrose	
Grade / Position	
6	
	<i>No Positions Assigned</i>
7	
	<i>No Positions Assigned</i>
8	
	Administrative Assistant-PT (Veterans, Recreation, Police)
	Event Operations Assistant - Memorial Hall
	Pine Banks Laborer
9	
	Animal Control Officer - PT
	Assistant Parks Superintendent
	Human Resources Assistant
	Program Coordinator - MA in Motion
	Program Coordinator - Tobacco/Alcohol
	Recreation Coordinator
10	
	Assistant to the Director of Inspectional Services
	Executive Assistant to City Solicitor
	Executive Office Manager - Police
	Finance Administrator - Fire Dept./Public Safety
	Milano Center Manager (COA)
11	
	Assistant City Clerk
	Clerk of Committees
	Finance Manager (Auditing)
	Public Health Specialist
12	
	Cemetery Administrator
	Communication and Community Outreach Coordinator
	Emergency Management Director
	Local Building Inspector (Certified)
	Plumbing and Gas Inspector
	Sealer of Weights and Measures
	Project Engineer
	Water-Sewer Administrator (Billing)
	Wiring Inspector
13	
	Assistant Library Director/Head of Technical Services
	Assistant Treasurer
	Building Systems Supervisor - DPW
	Human Resources Coordinator
	Project/ Systems Administrator
	Senior Planner
	Sustainability Manager
	Systems Analyst IT (city and schools) - networks/databases

FY23 CLASSIFICATION PLAN
City of Melrose
Grade / Position
14
Veterans Services Director (Regional Position)
15
Director of Economic Recovery and Business Development
16
Assistant Director of IT
Executive Director Melrose Memorial Hall
City Clerk
17
Deputy City Engineer
Financial Systems Analyst/Project Manager (Auditor/IT Depts.)
Recreation Director
Superintendent of Parks (Mount Hood. Golf Course, Open Space)
18
Assistant Auditor
Council on Aging Director
Executive Director - Melrose Retirement System
Facilities Manager - City and Schools
Operations Manager - DPW
19
Assistant Director - DPW Administration and Finance
Chief Assessor
City Engineer
Director of Community Development and Planning
Director of Inspectional Services/Building Commissioner
Director of Strategic Initiatives and Communications
Health Director (Regional)
Library Director
Treasurer/Collector
20
Assistant City Solicitor
21
Chief Information Officer (city and schools) / IT Director
Human Resources and Labor Relations Director
22
<i>No Positions Assigned</i>
23
Chief Financial Officer and City Auditor
City Solicitor - Labor Counsel
Director of Public Works

MELROSE CONSOLIDATED CNU PROPOSED FY2023 PAY PLAN

Step Grade	1	2	3	4	5	6	7	8	9	10
8	20.91	21.33	21.76	22.20	22.64	23.09	23.55	24.02	24.50	24.99
9	27.54	28.09	28.65	29.22	29.80	30.40	31.01	31.63	32.26	32.91
10	31.62	32.25	32.90	33.56	34.23	34.91	35.61	36.32	37.05	37.79
11	34.75	35.45	36.16	36.88	37.62	38.37	39.14	39.92	40.72	41.53
12	38.25	39.02	39.80	40.60	41.41	42.24	43.08	43.94	44.82	45.72
13	40.80	41.62	42.45	43.30	44.17	45.05	45.95	46.87	47.81	48.77
14	42.84	43.70	44.57	45.46	46.37	47.30	48.25	49.22	50.20	51.20
15	44.68	45.57	46.48	47.41	48.36	49.33	50.32	51.33	52.36	53.41
16	48.96	49.94	50.94	51.96	53.00	54.06	55.14	56.24	57.36	58.51
17	50.75	51.76	52.80	53.86	54.94	56.04	57.16	58.30	59.47	60.66
18	52.79	53.84	54.92	56.02	57.14	58.28	59.45	60.64	61.85	63.09
19	54.88	55.97	57.09	58.23	59.39	60.58	61.79	63.03	64.29	65.58
20	57.63	58.78	59.96	61.16	62.38	63.63	64.90	66.20	67.52	68.87
21	62.99	64.24	65.52	66.83	68.17	69.53	70.92	72.34	73.79	75.27
22	66.10	67.42	68.77	70.15	71.55	72.98	74.44	75.93	77.45	79.00
23	75.07	76.57	78.10	79.66	81.25	82.88	84.54	86.23	87.95	89.71

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HUMAN RESOURCES SERVICES, INC.
Management Consultants to Local Government

Nine Bartlet Street, Suite 186
 Andover, Massachusetts 01810
www.hrsconsultinginc.com

CITY OF MELROSE, MASSACHUSETTS



COMPENSATION AND CLASSIFICATION STUDY
Non-Union Positions

FINAL REPORT

April, 2022

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HUMAN RESOURCES SERVICES, INC.
Management Consultants to Local Government

Nine Bartlet Street, Suite 186
 Andover, Massachusetts 01810
www.hrsconsultinginc.com

April, 2022

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

Dear Mayor Brodeur,

Human Resources Services, Inc. (HRS) is pleased to present this ***Compensation and Classification Study for Non-Union employees*** to the City of Melrose, MA. This report represents the culmination of a detailed position classification and compensation review for all non-union employees engaged in a variety of municipal work activities. This report, along with the Organizational Needs Assessment Report submitted separately provides the City of Melrose with the totality of the analysis as it was conducted for the City. The City had made the decision that the two elements (comp/class and organization review) of the consulting engagement should be developed for better efficiency and implementation.

In particular, we wish to thank the Human Resources and Labor Relations Director, the Chief Financial Officer/Auditor, Mayor's staff, and non-union employees and managers who have contributed significantly to this effort. Employee input through forms and on-site interviews, as well as comments and suggestions received, made a valuable contribution to the study. We greatly appreciate everyone's ability to meet with us and provide information in a timely manner. HRS will remain available

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to answer any procedural questions the City may have in the implementation of the study's recommendations. While this is a final report, we will remain available to make any modifications needed to make this a useful tool for the City.

Very truly yours,

Sandy

Aleksandra E. Stapczynski
President

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HUMAN RESOURCES SERVICES, INC.
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Nine Bartlet Street, Suite 186
Andover, Massachusetts 01810
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CONSULTANT TEAM

Aleksandra (Sandy) Stapczynski, Project Manager and Principal Consultant

Reginald (Buzz) Stapczynski, Management Consultant

Barbara Wooten, Management Consultant

Tony Torrisi, Management Consultant

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CITY OF MELROSE, MASSACHUSETTS COMPENSATION AND CLASSIFICATION STUDY FOR NON-UNION

I. Introduction

A. Scope of Services

The City of Melrose, MA retained Human Resources Services, Inc. to conduct a comprehensive compensation and classification study of Non-Union Positions. This study was commissioned to examine the responsibilities, work performed, and market pay rates for each position included in the study. In general, the study involved developing new job descriptions, classifying those positions according to a uniform point analysis standard, surveying the market of comparable municipalities and other organizations as needed to determine representative rates of compensation, and developing and *recommending* a new compensation and classification plan and system for the non-union group of positions.

The objectives of the study were to:

- Develop a job evaluation system that would encompass all non-union positions and ensure that compensation levels were both internally equitable and externally competitive.
- Develop for the City the necessary guidelines for administering compensation on an ongoing basis to ensure that pay levels remain equitable and competitive.

In scope, the study included all non-union positions (approximately 70 in number). Another approximate dozen positions were evaluated for

compensation only for the organizational review and staffing needs.

HRS' approach to the study was comprehensive. The study began by collecting job content information for those positions to be evaluated. Job content evaluation factors and appropriate factor weightings were prepared and analyzed. The evaluation process involved a comparative approach where each position was compared to all others on each evaluation factor, one factor at a time.

A grade structure was developed by tabulating competitive data for the benchmark positions and studying trends in the market. A tentative pay structure and classification listings were presented to the City for their consideration. Employee listings comparing each individual's salary to the proposed structure and associated implementation costs were prepared for Finance.

This report is prepared for the City to document in detail the procedures for position evaluations and gradings and development of the salary structure. It also sets forth the recommendations for the implementation and ongoing administration of the system.

Through the consultant teams evaluation comparing both market data and job ratings point totals, it was determined the appropriate number of salary levels needed to clearly differentiate varying levels of job value. Twenty-three salary levels emerged as a suitable number for the City to develop a new consolidated non-union compensation and classification plan. Positions were assigned to a salary grade level on both the basis of its total point scores, and the external job market.

A position compensation and classification plan is an essential component of a total personnel administration program. The perception that the compensation plan is objective and fair in its assignment of pay to individual positions lends credibility to the organization's entire personnel system. This study and its recommended plan is derived from a systematic, formalized and objective method for developing equitable job groupings and compensation levels for all positions covered. An underlying assumption is that all positions and individuals should receive "equal pay for equal work." However, the initial implementations of the recommended plans are not the final steps in achieving job equity. Rather it establishes a uniform point of beginning from which to regularly review and ensure that decisions regarding position requirements and compensation accurately reflect the organization's current service needs and the performance of employees. Each new position established and adjustments to the plan need to be done in a consistent manner to maintain the plan's integrity and relevance.

According to the Massachusetts Employment Pay Act, (MEPA), employees doing equal work should be paid equally. Our methodology and system addresses the major components required of MEPA. For work to be equal or comparable, it must involve substantially similar skill, effort, and responsibility, and be performed under *similar* working conditions, but are not necessarily identical or alike in all respects. The requisite requirements or skill includes an employee's experience, training, education, and ability to perform the jobs. An employee's skill must be measured in terms of the performance requirements of a job, that is why it is important to always ensure that the job descriptions are up to date and accurate so employees know what is expected of them in their jobs. Effort refers to the amount of physical or mental exertion needed to perform a job. Finally, responsibility encompasses the degree of discretion or accountability involved in performing the essential functions of a job.

For maximum effectiveness, the relationship between consultant and client must be a cooperative effort. While Human Resources Services assumes responsibility for all final recommendations, client input has been actively sought, carefully weighed and incorporated into the report whenever possible and appropriate.

B. Specific Study Process

This project included the following steps:

- *Organizational Meeting* with Mayor, HR Director, and Finance to discuss the goals and objectives of the study; and to orient top executives on the process and methodology that would be used.
- Several *Orientation Meetings* with employees and managers to explain project activities, objectives, methodology. Position Analysis Questionnaires were distributed to employees at these orientation sessions. The meetings also gave everyone an opportunity to meet HRS consultants and to ask questions.
- A thorough *Job Analysis Process* which involved reviewing position duties and responsibilities (essential functions) and requisite requirements of the job, utilizing position analysis questionnaires and on-site interviews with all employees.
- Preparation of updated *Job Descriptions* with review and comment from employees, managers and HR staff. The client had an opportunity to

thoroughly review the draft job descriptions.

- A thorough *Job Evaluation Process*. Position rating and ranking utilizing HRS' rating manual.
- Development of a *Classification Plan*. Position assignment to grades based on a system of objective evaluation.
- Thorough *Market Analysis* using primarily comparable municipal organizations jointly selected by the City of Melrose and HRS.
- Establishment of *Compensation Schedule* using comparative wage data as a general guide.
- Several *meetings in person and through telephone conference* with the *Chief Financial Officer and Human Resources Director* to discuss pay policies and review draft work products (i.e. job descriptions, classification plan, salary schedule, comparative data, ratings, and other related project documents).
- General guidance on *Implementation*.
- Final *Presentations* to the City and employees shall be given upon request of the City. Based on any additional information received, HRS shall make adjustments as appropriate and amended the Final recommendations.

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- Final preparation of *Report* to the City of Melrose with explanation of recommendations and methodology.

The following documents have been prepared for the City of Melrose:

- Proposed Position Titles
- Proposed Classification Plan
- Proposed Compensation Plan
- Compensation Comparisons Chart
- Market Data Analysis
- Placement and Costing out of Compensation Plan
- Position Analysis Question (PAQ)
- Updated Job Descriptions for each Position
- Evaluation Materials and Documents
- HRS Position Rating Manual

II. Job Descriptions

A. Preparing the Job Descriptions

One major aspect of this study involved the development of updated job descriptions. Through the job analysis process, HRS discovered that many of the current job descriptions were outdated and there was no consistent format for descriptions. HRS' proposed job descriptions are submitted to the City of Melrose as part of this final report; they are provided in electronic Word format only. They also provide the necessary language to aid in recruiting minority employees, as the City has made diversity and inclusion a major emphasis in all recruitment efforts.

In addition to assisting with the development of job analysis and classifications, good descriptions produce many other important benefits. These job descriptions emphasize the purposes of each position and the types of results which each incumbent is expected to produce. Representative examples of the work performed and minimum qualification requirements are listed. These job descriptions are small but important components of more comprehensive personnel, organizational and administrative systems or plans. They can and should be used not only for recruitment and promotion, but as tools to assist in the administration of the City. They help define initial expectations, provide fundamental building blocks for administering compensation systems, and give additional definition to organizational charts. Because they focus on purposes and results, they can and should be used when developing employee objectives, performance plans and performance appraisals.

The job descriptions presented to the City are up-to-date, clear, and identify the duties of each position, as well as the education, experience, training, knowledge, ability, and skills, and competency levels required.

B. The Significance of Job Descriptions.

Today, job descriptions have become more important than ever. Although employers are not required by law to have written job descriptions, there are many laws that impact the employer-employee relationship and having job descriptions can help the organization comply with those regulations. There are federal laws such as the Fair Labor Standards Act (FLSA) that impact employees. Other laws, such as federal discrimination statutes, prohibit discrimination against various protected classes. Because job descriptions document the duties and qualifications of a job, they can help support why one applicant was qualified and another was not, why one position pays more than another, or why an employee is terminated for poor performance.

Under the ADA, job descriptions, particularly the lists of duties and responsibilities, take on new significance. The purpose of the ADA is to ensure that individuals *with* disabilities be given the same consideration for employment that individuals *without* disabilities are given. Essential functions are the primary or fundamental job duties intrinsic to a position, that is, the duties that are essential to achieving the objectives of the job. Related to the essential functions or duties are the tools and equipment used to perform the essential job functions, the physical demands of the job duties, and the work environment in which the duties are performed.

The new job descriptions include: (1) prerequisites for each position, including the physical needs, knowledge, ability, and skill, education, training and experience; (2) essential job functions; and (3) work environment. All job descriptions should be reviewed and updated periodically to ensure accuracy. Positions can change for many reasons: (1) an incumbent starts assuming more responsibilities in addition to the duties in the job descriptions, (2) staff changes, (3) changes in procedures and

processes, (4) new technology, tools, or machines, (5) external regulations or legislation, (6) reorganizations, (7) new supervisor or manager.

In short, the process of developing accurate and uniform job descriptions forces the employer to analyze each position and to identify the position's necessary qualifications (the "requisite skill, experience, education, and other job-related requirements"), as well as to determine the position's "essential functions."

III. Classifying and Compensating Positions

A. The Classification Plan

It is important to consider the objectives of (1) **Job Analysis** and (2) **Job Evaluation** when reviewing the proposed classification plan. Building the classification plan involved both job analysis and job evaluation.

Of critical importance in the process of reviewing jobs are the inherent job factors and the particular skills or quality of work required of the position. A thorough **Job Analysis** produces, in general, five kinds of basic information to aid in this process:

1. *nature of the work* (e.g., essential functions and purpose/objective of the position)
2. *level of the work* (e.g., degree of complexity and accountability)
3. *job requirements* (e.g., the knowledge, skills, abilities and other special requirements/characteristics needed to perform the job)
4. *job qualifications* (e.g., minimum education, training and experience needed to qualify)
5. *working conditions* (e.g., the psychological, emotional and physical demands placed on employees by the work environment).

Information about each position studied was obtained through detailed position analysis questionnaires (PAQ) and employee interviews. Employees were asked to describe their positions in detail on the PAQ form. Examples of information requested from the PAQ included: job summary, essential functions, education, training and certifications, knowledge, ability, skill, experience, physical requirements, supervisory responsibilities, and technologies and equipment used. Finally, interviews were conducted to clarify and augment the employees' questionnaire responses.

Job Evaluation is a process that establishes the relative value of jobs within an organization. There may be several reasons for carrying out this process; the main ones are: (1) to establish the correct rank order or groupings of jobs, (2) to establish the relative distance between jobs within the ranking, (3) to provide an objective measurement of job size for comparison with other jobs and enable salary comparisons to be made.

Job evaluation is the process whereby positions are analyzed, measured and compared against a common set of criteria in a systematic and objective manner. Job evaluation does not produce a rate of pay. Rather, it produces a ranking of jobs in terms of "job content" around which a salary structure can be established. Similarly, the evaluation process does not measure an individual's performance. The evaluation looks at the job, not the job holder; it assumes that the job is being performed to a fully acceptable standard and that all the identified requirements of a job are being met.

Using a point-factor evaluation system, positions were rated by the consultants and then ranked and assigned a grade. Fourteen rating factors were used to rate all of the positions. These factors, detailed in HRS' Municipal Position Classification and Rating Manual, measured the requirements of each position in various areas. The following are a listing of each rating factor. The manual describes each factor in great detail and by degree.

1. Physical Environment
2. Basic Knowledge, Training and Education
3. Problem Solving Skills and Effort
4. Physical Skills and Effort
5. Experience
6. Interactions with Others/Customer Service
7. Confidentiality
8. Occupational Risks
9. Complexity
10. Supervision Received
11. Supervision Given
12. Supervision Scope
13. Judgment and Initiative
14. Accountability

As mentioned previously, job rating is not synonymous with performance evaluation. The position, not the incumbent, is evaluated, assigned points and a grade derived. One of the best information sources for rating a position is a current and relevant job description and/or a recently completed PAQ which is why these should always be completed early in the process. The process described in HRS' Municipal Position Classification and Rating Manual increases the uniformity and objectivity in the application of judgments about positions and the groupings of positions. This process can be used to update the proposed classification plan, to determine how to place new positions on the plan, and to re-grade a current position with adjusted duties to a different grade. Samples of the *Position Rating Summary Sheet* are included in the Manual along with the *Points Assigned to Factor Degrees*. A custom *Grade Determination Scale* was developed for the City of Melrose.

B. Market Survey and Developing the Compensation Plan

Human Resources Services, Inc. conducted a thorough salary survey and market analysis to determine the market competitiveness for positions included in this study. To measure the pay rates among competitors for these positions, HRS distributed custom survey documents to comparable municipal organizations jointly identified by the City and HRS. For this study, HRS received survey responses from the following Massachusetts municipalities for compensation, benefits and other related information:

1. Arlington
2. Newburyport
3. North Andover
4. Peabody
5. Reading
6. Salem

7. Saugus
8. Stoneham
9. Wakefield
10. Winchester; and
11. ERI and MMHR Data

The City of Melrose is a well-managed forward-thinking community with a history of a creative and complex organization. The consultant team met with city management/finance and human resources staff to review a draft pay/class plan and to review the market data collected and discuss its meaning. An initial analysis of the market data involved reviewing the average, median, range, 75th percentile and 90th percentile. A comparison was then made to current Melrose salaries for this non-union group of positions.

All of the comparative data is current information and presented on the following pages. Most of the data was collected during the fall of 2021. HRS collected minimum and maximum salary ranges from the comparable organizations. Certain data may have been pro-rated to hourly for comparison purposes only. In each cell, the top number indicates the minimum salary range for each position and the bottom number indicates the maximum salary range for each position. Virtually every organization had some type of a pay/class structure.

For each position analyzed, data points were collected from the labor market. The data points indicate the amount of salary information for each position surveyed. In some instances: (1) the organization did not have a comparable position; or (2) the consultants determined that the position was not comparable to the position in Melrose. HRS used professional discretionary judgment when comparing positions to the comparable data. If there was less than two data points of salary information for a position, HRS placed more emphasis on the position rating when placing the position on the compensation/classification plan. While this market analysis and information provides the City of Melrose with benchmark salary data to set the parameters for compensation decisions, the client must also consider the “uniqueness” of certain positions in the organization as well as the organization’s compensation policies. The compensation and classification plans are attached to this report for your review.

C. Description of Compensation and Classification Plan

Setting the rates of pay for jobs on the position hierarchy results in what is called a “pay structure”. When reviewing or developing pay rates, a number of major policy decisions are typically made. For example: How should the City’s pay rates compare to the market? How competitive does the City want to be? What type of structure is best for the City; steps, ranges, quartiles, etc. For what does the City want to pay? (i.e. job content, seniority, performance, cost of living, etc.) How does the organization currently pay its employees? The resulting compensation plan must reflect the City’s pay policies, the market place, internal job values, and the financial desire of the City to pay at a given level to attract needed talent. It should also ensure internal and external fairness. “Internal” being comparable worth within

the organization of the classification plan; and “external” being the market to ensure a competitive pay structure.

The proposed compensation and classification plan is presented on the following pages. Pay ranges were set for groups of positions which the consultants determined should be paid equally. There are twenty-three grades for this group and ten steps for each grade. There is 2 percent between each step. The City’s current pay structure for the non-union positions includes a variety of pay scales. These were consolidated into one uniform compensation plan, thus making it less complex. This will allow for more equity, especially when hiring new employees. Also the entire pay structure in its entirety has been updated to reflect the market. Comparative data was considered to set the grade parameters, while the classification process controlled the internal assignment of positions to progressive compensation levels. Currently, the City operates within a context of “pay steps” for this group of non-union positions. HRS recommends continuing the policy on pay steps for easier maintenance and consistency of the plan. In general the pay ranges were developed utilizing the salary market data and targeting approximately the 75th of market. It was necessary to target the 75th of market in order to remain competitive as compared to other advanced municipalities in Massachusetts. HRS provided the City with additional benchmark salary data too from its ERI (Economic Research Institute) database of salaries and wages.

The proposed compensation plan is based on current compensation data. This is a base salary plan and does not include compensation for stipends, cost-of-living, benefits, or other compensation. It is up to the City to determine its ability to pay with regards to implementation of this proposed pay plan.

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Those employees falling below the grade range should be brought into the entry level of the grade ranges as soon as possible. The salary schedule should be updated with a cost-of-living for each succeeding fiscal year. The consultants costed the plans in a variety of ways for the finance department, but it is up to the City to determine the policy for implementation. HRS will of course remain available to provide the necessary guidance.

IV. Implementation and Other Recommendations

The following sections are intended to assist and guide the City of Melrose in implementing the proposed compensation and classification plan for non-union positions. Successful implementation will require a concerted effort by management, employees and city officials.

1. Compensation Structure and Maintenance

The recommended pay structure contained in this report is designed to provide appropriate compensation through the next three fiscal years. An initial review of the structure would be appropriate by fiscal year 2026, and then subsequent reviews annually. Review of the structures should take into consideration both internal and external conditions.

The distribution of individual salaries, both by salary level and position within salary level, should be regularly examined to determine whether there is sufficient opportunity for continued salary growth.

Since organizational arrangements and position duties and responsibilities may change from time to time, it will be necessary periodically to reevaluate existing positions and evaluate new positions.

It is most important that Melrose regularly audit and review their compensation system to ensure its validity. We believe that Melrose did not do this for some time, and therefore their plans were outdated.

2. Initial Placements for Current Employees

The placement of two or more positions on a certain grade represents a judgment that those positions should be compensated comparably within the grade range provided. The range is like a scale providing the City with

the opportunity to make distinctions between employees (not positions) based upon established criteria, applied consistently. These criteria might include job performance, special abilities, experience, longevity, gender-equity, and/or any other factors determined by the City.

For initial placement of incumbents within the plan, the City should assign employees to be placed at the step closest to but just above their current wage/salary in order to not reduce the pay of any current employee. The City should also realize that this minimum approach may not recognize certain distinguishing factors among employees.

3. Salaries Below Pay Range

If the salary of an employee is below the minimum of the grade range at the time of implementation, every effort should be made to bring it into the range.

4. Salaries Above Pay Range

To maintain morale and a sense of fairness, HRS recommends the City not reduce the compensation level of any current employee. If an employee's current salary falls above the upper limit of the recommended grade range, then the City should maintain the employee's salary above the maximum for the grade until the employee retires or separates from the City. This is called "red-circling" a position. New employees can be hired at the appropriate lower pay rate. HRS recommends a single administrative policy be adopted and subsequently applied in all cases.

5. Consolidate Classification Plan

HRS recommends that the City develop one consolidate classification plan as we have proposed in this report for the non-union positions, the multiple

salary schedules approach based on hire date should be eliminated. One consolidated plan will ensure better internal equity for positions; so the rating point values of grades are the same and consistently applied; and so the pay equity of positions match the requirements of MEPA; and finally the entry pay is similar for those falling on a similar grade. (Currently the City has multiple plans for the non-union.)

6. Vacancies

When a vacancy develops, it is a good time to automatically review the position. This may involve a job analysis and updating the job description and reviewing the market for the particular position. Positions should also be evaluated according to the appropriate rating factors. Point totals should be calculated for each position by adding the point scores from the degree levels achieved under each factor. On the basis of total points, position generally should be assigned to the appropriate salary levels, according to the established salary level point ranges; and also taking into consideration the external market.

7. Salary Plan

HRS has proposed the following:

- Creation of a salary schedule with each grade having a salary range consisting of a minimum and maximum; and series of steps.
- Positioning of the salary structure at the 75th of market.
- Establishment of a competitive salary schedule, particularly for those fields of study that are considered to be in high demand and that may command high salaries in the market (i.e. Finance, Health, Technology, Facilities, etc.).

8. Update and Maintain the Classification and Compensation Plan

The human resource department should maintain and update the compensation and classification plan. This would include the following tasks:

- Conduct regular position reviews to assure positions have current functional job descriptions that are based on job content.
- Conduct job analysis of new positions to assure these positions are properly assigned to a grade.
- Review positions to ensure internal equity in relationship to other City of Melrose classifications.
- Conduct periodic salary surveys to ensure market competitiveness.
- Review MEPA requirements.

9. FLSA Status

HRS also determined the FLSA Status (exempt/non-exempt status) of the positions included in the study. HRS recommends that City of Melrose regularly evaluate the FLSA status with its labor counsel, as case law may cause changes. HRS utilizes the ERI Occupational Assessor to determine FLSA status of positions. The results of the FLSA audit information was provided to Human Resources.

10. Cost-of-Living Increases vs. Step/Range Movement

Here, it is important to distinguish between (1) a cost-of-living increase and (2) a step increase. A cost-of-living increase is intended to recognize and respond to a general rise in the cost of goods and services experienced by the general population. Each year, the City should determine an appropriate cost-of-living adjustment and apply that increase across the entire compensation schedule. A range movement (step increase) addresses the issue of how employees move along the levels within a grade from minimum to maximum, based on performance, longevity, special skill, certification, etc. The compensation plan should consist of two components: (1) the range adjustment factor (RAF); and (2) the movement-increase factor (MIF), which is based on merit step increase. The RAF is the movement of the total salary range, while the MIF is the movement *through* the salary range steps. A salary-range increase consists of the sum of these two components, plus their interaction or compounding result; thus a salary/wage adjustment. It is very important to regularly update the entire compensation structure with a COLA, or it will quickly become outdated, and the City will have difficulty recruiting talent.

11. Performance Appraisal and Merit-Increase.

It was not within the scope of services for HRS to develop a performance appraisal “tool” for the City of Melrose, MA. HRS has a few suggestions, should the town decide to implement a new updated performance system. A *Management by Objectives System* would be an appropriate methodology for employees engaged in high-level managerial, supervisory or professional positions. A *Uniform Performance Criteria System* is the most commonly used methodology and is best suited to positions where employees

consistently perform the same type of work on a fairly regular basis. This format works well for administrative, clerical, laborers, and other non-exempt positions. The City should consider updating its performance appraisal systems and provided the necessary training for employees, supervisory personnel, and department heads.

12. Determination of Individual Wages/Salaries.

What follows are some general implementation and maintenance guidelines.

a) New Employees

Applicants with qualifying experience are normally hired close to the normal starting rate of the new range. Applicants with outstanding qualifications; education, training and experience may be hired at the wage/salary within the range for the position, but normally no higher than the midpoint of the range. In rare cases, for positions that are very difficult to recruit, it may be necessary to hire beyond the mid-point of the pay range.

b) Transfers

Employees transferred to a position at the same level as their present position will normally receive the same salary paid at the time of the transfer.

c) Transfer to a Lower Salary Grade

Employees transferred by necessity (such as reduction in staff), rather than for inadequate performance, should receive their present salary, although this may exceed the maximum for the lower classification.

d) Promotional Increases

If employees are promoted on a “trial” or “acting” basis, the promotional increase may be deferred until they have demonstrated their ability to handle the duties of the higher classification.

In closing, this HRS methodology will be of assistance in furnishing improved tools and guidance to management and human resources. Ensuring that job descriptions, salary and classification plans are regularly reviewed and have valid methodologies will ultimately improve the management of compensation for all positions. The HRS System will provide a framework within which most salary matters can be handled going forward. While both job evaluation and salary surveys attempt to achieve consistency in the pay structure, they use different criteria to evaluate consistency (i.e. internal vs. external comparison). This methodology works at striking a balance between internal and external pay equity.



ATTACHMENTS

Minutes Acceptance: Minutes of Jan 17, 2023 7:45 PM (Reading of the Minutes)

POSITION TITLE	Melrose Current	Comp Data Points	Comp Average	Comp Lo- Hi Range	Comp Median	75th Percent of Market
Administrative Accounting Assistant (Police) - PT	19.51 21.50	4 5	24.49 31.24	19.00 35.44	25.11 31.20	27.66 35.44
Animal Control Officer - PT	24.47 26.96	4 7	21.68 30.55	14.00 38.84	21.92 30.00	24.43 35.86
Assistant Auditor	36.95 47.49	6 8	31.90 41.62	23.91 60.91	31.05 39.23	34.82 45.36
Assistant City Clerk	31.68 40.71	7 10	29.12 35.88	17.21 55.88	28.46 34.29	33.14 35.33
Assistant City Solicitor	46.21 59.39	3 4	38.89 51.61	17.21 78.53	45.11 52.34	49.73 72.78
Assistant Director - DPW Administration and Finance	52.02 66.84	5 8	38.72 51.18	22.60 62.32	42.66 54.75	45.10 56.50
Assistant Director of IT	36.95 47.49	2 2	41.97 54.80	38.29 59.06	41.97 54.80	43.80 56.93
Assistant Director of Planning and Community Development	31.03 34.19	2 4	43.62 55.51	42.66 58.87	43.62 55.03	44.10 56.11
Assistant Library Director/Head of Technical Services	36.95 47.49	6 7	33.73 43.25	20.34 60.91	34.37 39.93	40.00 49.73
Assistant Parks Superintendent (Benchmark)	not on plan	2 2	30.33 40.58	27.05 45.56	30.33 40.58	31.96 43.07
Assistant to the Director of Inspectional Services	25.93 33.32	4 5	28.67 34.27	19.72 45.08	30.54 36.59	31.95 38.60
Assistant Treasurer	36.95 47.49	9 10	30.82 39.39	17.21 55.88	31.30 38.35	32.08 40.59
Building Systems Supervisor (HVAC Supervisor) - DPW	34.47 37.98	5 5	31.37 42.65	25.84 50.48	32.67 43.11	34.58 48.23
Cemetery Administrator	31.03 34.19	4 5	29.58 39.24	24.75 48.02	29.99 38.05	33.10 45.02
Chief Assessor	48.05 61.74	7 10	41.46 56.78	27.99 74.16	41.67 52.14	45.16 66.12
Chief Financial Officer and City Auditor	68.93 87.69	5 8	50.95 66.72	32.37 78.53	54.35 67.03	55.46 74.13
Chief of Police	contract 63.58	5 8	61.52 81.44	50.53 94.33	59.78 82.82	68.88 88.33
City Clerk	39.52 50.78	3 8	39.92 49.17	37.28 66.39	37.88 47.65	41.24 50.97
City Engineer	45.76 58.80	6 9	43.81 55.47	30.31 68.29	45.21 55.00	48.03 64.37

POSITION TITLE	Melrose Current	Comp Data Points	Comp Average	Comp Lo- Hi Range	Comp Median	75th Percent of Market
City Planner	40.21 44.30	3 4	36.17 49.01	33.15 60.91	34.44 46.91	37.68 52.95
City Solicitor - Labor Counsel	65.03 82.73	4 5	55.14 71.24	29.33 90.19	57.62 73.48	63.84 86.39
Clerk of Committees	30.80 39.58	1 2	35.64 47.87	35.64 49.80	35.64 47.87	35.64 48.83
Council on Aging Coordinator	19.51 21.50	3 4	23.90 25.78	23.15 29.94	24.04 25.95	24.28 28.01
Council on Aging Director	48.05 61.74	8 8	35.88 45.75	22.78 60.91	34.85 42.58	39.85 53.70
Communication and Community Outreach Coordinator	31.63 40.71	3 6	30.70 39.77	21.29 48.02	32.93 41.46	35.41 46.14
Deputy City Engineer	39.52 50.78	3 4	42.03 56.95	37.26 69.69	37.53 54.11	44.42 59.33
Director of Inspectional Services/Building Commissioner	39.52 50.78	7 9	45.12 56.68	41.00 78.53	44.59 53.04	46.08 65.32
Director of Community Development and Planning	48.05 61.74	7 10	45.75 58.72	29.33 86.39	47.26 54.77	49.15 64.92
Chief Information Officer (city and schools) / IT Director	57.87 73.63	5 8	48.79 64.71	44.59 85.11	49.05 65.15	49.76 67.36
Director of Public Works	68.93 87.69	7 10	54.25 70.60	30.31 86.39	54.58 72.10	61.54 79.20
Director of Strategic Initiatives and Communications (Mayor's Office)	48.05 61.74	3 3	46.34 64.71	41.00 82.03	45.64 59.06	49.00 70.54
Energy Efficiency Manager <i>Benchmark</i>	28.47 31.37	2 3	32.10 41.99	29.42 45.01	32.10 41.71	33.44 43.36
Executive Assistant to City Solicitor	28.26 36.31	2 2	31.15 41.39	30.14 41.61	31.15 41.39	31.65 41.50
Executive Director - Melrose Contributory Retirement	44.40 48.91	2 3	40.71 57.97	32.37 70.88	40.71 57.30	44.88 64.09
Executive Director Melrose Memorial Hall	33.88 43.54	3 3	32.94 44.11	31.31 50.48	32.92 44.27	33.75 47.38
Executive Office Manager - Police	26.12 28.79	2 8	30.93 36.10	30.48 41.29	30.93 36.76	31.15 38.72
Event Operations Assistant - Memorial Hall	19.51 21.50	1 1	20.65 28.98	20.65 28.98	20.65 28.98	20.65 28.98

POSITION TITLE	Melrose Current	Comp Data Points	Comp Average	Comp Lo- Hi Range	Comp Median	75th Percent of Market
Facilities Manager - City and Schools	45.76 58.80	4 7	51.19 63.46	44.59 86.39	50.20 59.92	55.88 68.50
Finance Manager (Auditing)	28.26 36.31	2 3	31.08 40.28	30.32 46.51	31.08 39.80	31.46 43.15
Finance Administrator - Fire Dept./Public Safety	25.67 32.99	3 3	28.31 36.27	27.30 37.93	28.74 35.44	28.81 36.68
Financial Systems Analyst/Project Manager (Auditor/IT Depts.)	39.52 50.78	4 4	43.88 57.46	31.37 68.47	46.54 57.85	50.58 62.49
Fire Chief	contract 66.27	5 8	59.39 73.94	50.53 86.39	59.78 73.87	64.96 77.58
Health Director (Melrose is regional)	61.35 78.05	6 7	36.18 47.13	23.91 59.06	36.84 46.16	39.97 53.78
Human Resources Assistant	28.47 31.37	1 2	26.44 35.63	26.44 36.27	26.44 35.63	26.44 35.95
Human Resources Director	48.05 61.74	7 10	41.82 54.86	26.71 70.88	41.67 52.30	46.82 63.17
Human Resources Benefits Coordinator	36.95 47.49	7 10	29.58 37.29	17.21 50.48	29.31 37.16	32.69 39.37
Library Director	36.59 47.02	7 10	43.20 54.50	25.35 78.53	44.59 51.81	48.06 61.83
Local Building Inspector (Certified)	40.21 44.30	4 7	33.38 40.21	31.31 50.48	33.81 40.39	34.15 42.71
Milano Center Manager (COA)	31.03 34.19	1 1	41.25 54.84	41.25 54.84	41.25 54.84	41.25 54.84
Operations Manager - DPW	39.52 50.78	4 6	42.75 51.68	39.02 58.09	43.08 51.66	44.09 56.60
Program Coordinator - MA in MotionZBA Clerk	28.47 31.37	1 1	25.38 34.09	25.38 34.09	25.38 34.09	25.38 34.09
Planning Coordinator & ZBA Clerk	24.47 26.96	3 3	23.12 29.85	18.65 34.15	22.25 30.25	25.36 32.20
Plumbing and Gas Inspector	28.47 31.37	5 7	28.83 37.37	19.95 48.02	28.46 36.23	32.93 43.49
Public Health Specialist	34.47 37.98	2 2	35.90 47.88	33.61 52.27	35.90 47.88	37.05 50.07
Program Coordinator - Tobacco/Alcohol	26.12 28.78	1 1	34.25 46.91	34.25 46.91	34.25 46.91	34.25 46.91
Project Engineer	28.26 36.31	4 6	34.67 43.86	31.68 53.61	35.35 43.05	36.27 46.60
Recreation Coordinator	26.12 28.78	7 8	25.39 31.81	17.21 48.02	24.52 28.60	28.84 33.94

POSITION TITLE	Melrose Current	Comp Data Points	Comp Average	Comp Lo- Hi Range	Comp Median	75th Percent of Market
Recreation Director	45.76 58.80	7 9	38.00 48.96	26.71 70.88	37.77 44.90	41.29 53.07
Sealer of Weights and Measures	31.92 35.17	2 3	31.85 42.74	30.77 48.02	31.85 40.39	32.39 44.20
Senior Planner	40.21 44.30	5 7	33.29 43.64	28.01 51.27	34.43 45.01	34.78 50.19
Superintendent of Mount Hood - <i>Limited Data</i>	45.76 58.80	2 2	34.74 47.56	25.66 60.47	34.74 47.56	39.27 54.01
Superintendent of Parks	not on plan 29.12	4 5	35.20 41.90	26.71 49.77	36.21 39.80	39.53 45.02
Sustainability Manager	28.26 36.31	2 2	36.09 51.34	34.64 55.88	36.09 51.34	36.81 53.61
Systems Analyst IT (city/schools) - networks/databases	30.80 39.58	3 5	40.97 50.99	34.43 55.19	42.66 51.27	44.24 55.00
Treasurer/Collector	48.05 61.74	7 9	43.83 58.05	23.91 78.53	45.27 56.17	48.84 66.39
Veteran's Administrative Assistant/PT	19.51 21.50	1 2	31.74 36.34	31.74 42.56	31.74 36.34	31.74 39.45
Veterans Services Director (Regional Position)	39.81 43.87	6 7	28.35 37.02	19.95 47.14	28.23 36.23	31.23 42.93
Water-Sewer Administrator (Billing)	30.80 39.58	3 5	24.94 35.04	21.29 40.39	23.75 36.59	26.77 39.37
Wiring Inspector	31.92 35.17	6 8	30.87 40.27	19.95 48.02	30.70 41.93	34.32 46.41

POSITION TITLE	Melrose Current	Comp Data Points	Comp Average	Comp Lo- Hi Range	Comp Median	75th Percent of Market
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ADDITIONAL BENCHMARK DATA

Assistant Health Director		3 3	32.23 42.27	29.58 43.49	33.51 42.16	33.56 42.82
Director - E-911		1 1	32.87 45.59	32.87 45.59	32.87 45.59	32.87 45.59
Dispatch Center Manager		4 5	26.63 33.24	22.27 39.85	26.72 30.93	28.57 34.97
Dispatcher/Communicator		6 6	22.56 27.80	20.55 36.23	21.68 26.48	22.78 28.00
Diversity, Equity and Inclusion Director/Coordinator		3 3	42.41 58.97	36.00 82.11	37.28 48.22	45.61 65.17
Emergency Management Director		1 1	40.13 45.34	40.13 45.34	40.13 45.34	40.13 45.34
Health and Human Services Director		3 5	51.93 64.00	49.62 78.53	51.82 65.32	53.08 70.92
Help Desk Technician		4 5	30.23 37.64	28.05 45.02	29.63 35.82	31.51 39.85
Mental Health Clinician		3 3	25.60 36.04	21.46 43.61	25.46 32.94	27.67 38.27
Parks Grounds Laborer (Pine Banks)		4 4	20.94 24.80	17.46 29.90	20.31 23.42	23.10 25.39
Park Ranger		1 1	24.03 29.96	24.03 29.96	24.03 29.96	24.03 29.96
Purchasing Director/Coordinator		5 6	34.52 44.89	23.91 55.19	34.58 48.61	37.28 50.11
Social Worker		3 3	30.88 43.37	22.73 53.61	33.61 43.49	34.96 48.55

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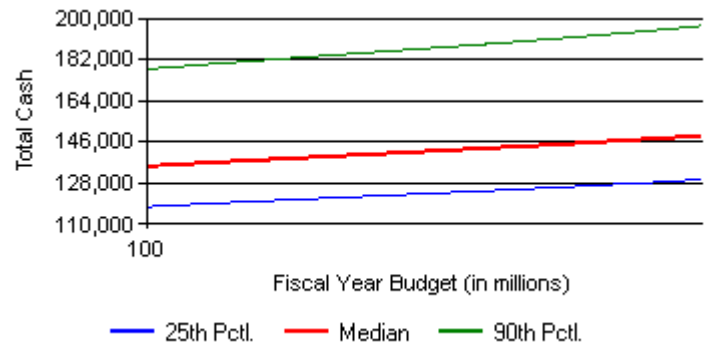
Individual Job Report

Police Chief

Specifications

Prepared For: City of Melrose, MA
Area: Massachusetts - Commonwealth Average
Industry: Government - City Support Services
Industry Codes: eSIC: 9104, NAICS: 921100, usSEC: 9721
Organization Size: 400,000,000
Education Adjustment:
Skill Adjustment:
Certification Adjustment:
Annualized Salary Trend: 2.6% (Adjustment: 0.21%)
Planning Date: 2/6/2022
Database as of: 1/1/2022
eDot: N/A
SOC: N/A
Printout Date: 2/6/2022
(Items in bold affect salary estimates)

Annual Total Cash Graph



Estimated Survey Median Annual Total Cash

All Incumbent Median: \$148,695

Fiscal Year Budget	25th Percentile	45th Percentile	Median	75th Percentile	90th Percentile
400,000,000	129,379	145,333	148,695	173,738	196,680
200,000,000	123,194	138,462	141,757	165,331	186,740
100,000,000	117,513	132,114	135,290	157,868	177,787

The Police Chief in Melrose is a contract position; therefore HRS has not placed this position on the compensation and classification plan, as the contract would prevail. Instead, HRS has provided pay range data for police chiefs in the custom market survey. However, we determined it was necessary to look at statewide composite actual rates data from municipal communities in order to discern better what police chiefs are making in 2022. The range is \$157,868 to \$173,738 at the 75th percentile. The all incumbent average is \$148,695. This is hybrid data through ERI.

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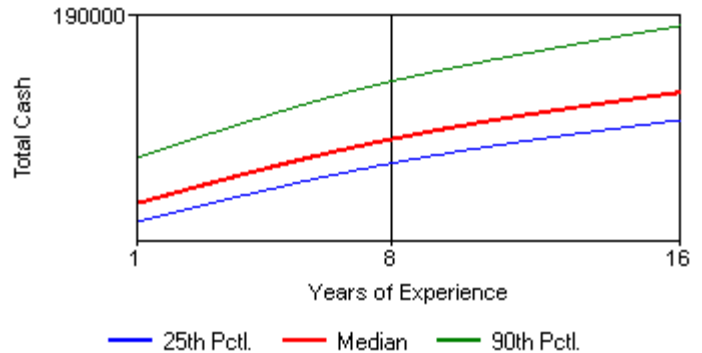
Individual Job Report

Fire Chief

Specifications

Prepared For: City of Melrose, MA
 Area: Massachusetts - Commonwealth
 Average
 Industry: Government - City Support Services
 Industry Codes: eSIC: 0000, NAICS: 000000, usSEC: 0000
 Organization Size: (Data reported by years of experience)
 Education Adjustment:
 Skill Adjustment:
 Certification Adjustment:
 Annualized Salary Trend: 2.6% (Adjustment: 0.21%)
 Planning Date: 2/6/2022
 Database as of: 1/1/2022
 eDot: N/A
 SOC: N/A
 Printout Date: 2/6/2022
 (Items in bold affect salary estimates)

Annual Total Cash Graph



Estimated Survey Median Annual Total Cash

All Incumbent Median: \$129,224

Years of Experience	25th Percentile	45th Percentile	Median	75th Percentile	90th Percentile
15	136,233	147,128	149,591	166,333	181,340
10	123,644	133,661	135,968	151,767	164,981
5	106,310	115,034	117,078	130,950	142,987

The Fire Chief in Melrose is a contract position; therefore HRS has not placed this position on the compensation and classification plan, as the contract would prevail. Instead, HRS has provided pay range data for fire chiefs in the custom market survey. However, we determined it was necessary to look at statewide composite actual rates data from municipal communities in order to discern better what fire chiefs are making in 2022. The range is \$130,950 to \$166,333 at the 75th percentile. The all incumbent average is \$129,224. This hybrid data through ERI.

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Position	Department	Fiscal 2023 Budgeted Base Salary Based on 53 week Payroll budget	Longevity	Potential Maximum SLBB	Stipend 1	Stipend 2	Total Potential Salary inclusive Longevity/SLBB/St ipends	New Salary Based on 53 week Payroll Budget	Estimated Comp Adjustment Base Only	Estimated Percent Adjustment Base only	FY22 Base Hourly MIN	FY22 Base Hourly MAX	New Proposed Grade	Proposed FY23 Hourly MIN	Propo F Ho N
Clerk of Committees	City Council	61,151.00		600.00			61,751.00	64,461.25	3,310.25	5.4%	30.80	39.58	11	34.75	4
							-	-	-						
Communication and Community Outreach Coordinator	Mayor	65,703.00		650.00			66,353.00	70,953.75	5,250.75	8.0%	34.22	43.97	12	38.25	4
Director of Strategic Initiatives and Communications	Mayor	96,896.00		650.00			97,546.00	101,802.40	4,906.40	5.1%	48.41	53.33	19	54.88	6
Director of Economic Recovery and Business Development	Mayor	92,230.60		650.00			92,880.60	93,343.60	1,113.00	1.2%	48.05	61.74	15	44.68	5
							-	-	-						
CFO/City Auditor	Auditor	157,172.00	1,175.00	600.00	3,000.00		161,947.00	159,956.65	2,784.65	1.8%	68.93	87.69	23	75.07	8
Assistant City Auditor	Auditor	95,350.00	775.00	600.00			96,725.00	97,925.45	2,575.45	2.7%	36.95	47.49	18	52.79	6
Finance Manager	Auditor	71,481.00	775.00	600.00			72,856.00	72,604.70	1,123.70	1.6%	28.26	36.31	11	34.75	4
							-	-	-						
Chief Assessor	Assessor	93,204.00	775.00	600.00	4,347.00		98,926.00	101,802.40	8,598.40	9.2%	48.41	53.33	19	54.88	6
							-	-	-						
Treasurer/Collector	Treasurer	114,308.00		600.00	1,000.00		115,908.00	114,639.00	331.00	0.3%	48.05	61.74	19	54.88	6
Assistant Treasurer	Treasurer	77,590.00		600.00			78,190.00	77,590.00	-	0.0%	36.95	47.49	13	40.80	4
							-	-	-						
Exec. Assistant to City Solicitor	Legal	68,707.00	975.00	600.00	6,500.00	3,000.00	79,782.00	70,100.45	1,393.45	2.0%	28.26	36.31	10	31.62	3
City Solicitor - Labor Counsel	Legal	134,354.00		600.00			134,954.00	139,254.85	4,900.85	3.6%	65.03	82.73	23	75.07	8
Assistant City Solicitor	Legal	110,158.00	775.00	600.00			111,533.00	111,225.80	1,067.80	1.0%	46.21	59.38	20	57.63	6
							-	-	-						
Human Resources and Labor Relations Director	HR	107,383.00	975.00	600.00			108,958.00	116,846.45	9,463.45	8.8%	48.05	61.74	21	62.99	7
Human Resources and Benefits Coordinator	HR	74,818.00		600.00			75,418.00	75,684.00	866.00	1.2%	36.95	47.49	13	40.80	4
Human Resources Assistant	HR	54,374.00		600.00			54,974.00	55,265.00	891.00	1.6%	28.47	31.37	9	27.54	3
							-	-	-						
Director of IT City & Schools	IT	144,943.00	775.00	600.00			146,318.00	144,943.00	-	0.0%	57.87	73.63	21	62.99	7
IT Systems Analyst	IT	74,890.00	775.00	600.00			76,265.00	76,459.00	1,569.00	2.1%	30.80	39.58	13	40.80	4
Assistant IT Director	IT	93,480.00	775.00	600.00			94,855.00	94,493.70	1,013.70	1.1%	36.95	47.49	16	48.96	5
Financial Systems Analyst/Project Manager	IT	84,884.00	620.00	600.00			86,104.00	86,517.20	1,633.20	1.9%	39.52	50.78	17	50.75	6
Project/System Administrator	IT	69,101.00		600.00			69,701.00	81,935.35	12,834.35	18.6%	34.22	43.97	13	40.80	4
							-	-	-						
City Clerk	City Clerk	90,807.00	775.00	600.00	1,500.00	4,000.00	97,682.00	90,820.80	13.80	0.0%	39.52	50.78	16	48.96	5
Assistant City Clerk	City Clerk	70,158.00		600.00			70,758.00	70,158.00	-	0.0%	31.68	40.71	11	34.75	4
							-	-	-						
Senior Planner	Planning	78,348.00	775.00	600.00			79,723.00	80,321.50	1,973.50	2.5%	40.21	44.30	13	40.80	4
Director of Community Development and Planning	Planning	131,537.00	1,530.00	600.00			133,667.00	131,537.00	-	0.0%	48.05	61.74	19	54.88	6
Sustainability Manager	Planning	72,911.00	975.00	600.00			74,486.00	75,684.00	2,773.00	3.8%	28.26	36.31	13	40.80	4
							-	-	-						
Admin. Accounting Assistant	Police	19,561.00					19,561.00	19,949.00	388.00	2.0%	19.51	21.50	8	20.91	2
Executive Office Manager Police	Police	55,541.00	775.00	600.00			56,916.00	64,810.20	9,269.20	16.7%	26.12	28.79	10	31.62	3

Minutes Acceptance: Minutes of Jan 17, 2023 7:45 PM (Reading of the Minutes)

Position	Department	Fiscal 2023 Budgeted Base Salary Based on 53 week Payroll budget	Longevity	Potential Maximum SLBB	Stipend 1	Stipend 2	Total Potential Salary inclusive Longevity/SLBB/St ipends	New Salary Based on 53 week Payroll Budget	Estimated Comp Adjustment Base Only	Estimated Percent Adjustment Base only	FY22 Base Hourly MIN	FY22 Base Hourly MAX	New Proposed Grade	Proposed FY23 Hourly MIN	Propo F Ho N
Chief	Police	145,988.00			3,000.00			145,988.00	-	0.0%					
Chief	Fire	142,803.00	2,500.00	600.00			145,903.00	153,888.00	11,085.00	7.8%					
Finance Administrator - Fire Dept	Fire	50,816.00		600.00			51,416.00	57,548.40	6,732.40	13.2%	26.12	28.78	10	31.62	3
Emergency Management Director	Emergency Management	28,620.00					28,620.00	36,490.50	7,870.50	27.5%			12	38.25	4
Assistant to the Director of Inspectional Services	Inspectional Services	61,457.00		600.00			62,057.00	61,457.00	-	0.0%	25.93	33.32	10	31.62	3
Director of Inspectional Services/Building Commissioner	Inspectional Services	105,190.00		600.00			105,790.00	105,190.00	-	0.0%	39.52	50.78	19	54.88	6
Sealer of Weights & Measures/Wire Inspector	Inspectional Services	49,629.00		410.00			50,039.00	56,763.00	7,134.00	14.4%	31.92	35.17	12	38.25	4
Plumbing and Gas Inspector	Inspectional Services	45,058.00		410.00			45,468.00	48,654.00	3,596.00	8.0%	28.47	31.37	12	38.25	4
Local Building Inspector	Inspectional Services	64,452.00		600.00			65,052.00	65,206.96	754.96	1.2%	40.21	44.30	12	38.25	4
Project Engineer	DPW-Admin	65,269.00		600.00			65,869.00	81,090.00	15,821.00	24.2%	28.26	36.31	12	38.25	4
Operations Manager	DPW-Admin	109,201.20	975.00	600.00			110,776.20	111,914.80	2,713.60	2.5%	51.51	66.19	18	52.79	6
City Engineer	DPW-Admin	112,853.00	-	600.00	1,000.00		114,453.00	116,345.60	3,492.60	3.1%	45.76	58.80	19	54.88	6
DPW Director	DPW-Admin	143,014.00	775.00	600.00	1,000.00		145,389.00	142,037.35	(976.65)	-0.7%	68.93	87.69	23	75.07	8
Building Systems Supervisor (HVAC)	DPW-Admin	83,775.00	775.00	600.00			85,150.00	86,496.00	2,721.00	3.2%	34.47	37.98	13	40.80	4
Facilities Manager (City & School)	DPW-Admin	111,794.00		600.00	1,000.00		113,394.00	111,914.80	120.80	0.1%	45.76	58.80	18	52.79	6
Assistant Director DPW Administration and Finance	DPW-Admin	119,936.00		600.00			120,536.00	123,677.60	3,741.60	3.1%	52.02	66.84	19	54.88	6
Deputy City Engineer	DPW-Admin	100,831.00	-	600.00			101,431.00	107,590.00	6,759.00	6.7%	39.52	50.78	17	50.75	6
Cemetery Administrator	DPW-Admin	48,078.00	554.00	429.00			49,061.00	50,681.25	2,603.25	5.4%	31.03	34.19	12	38.25	4
Health Director (regional)*	Health	116,936.00		600.00			117,536.00	150,000.00	33,064.00	28.3%	61.35	78.05	19*	54.88	6
Public Health Specialist	Health	67,615.00		600.00			68,215.00	67,615.00	-	0.0%	34.47	37.98	11	34.75	4
Animal Control Officer	Health	25,686.00		-			25,686.00	25,686.00	-	0.0%	24.47	26.96	9	27.54	3
Program Coordinator - Tobacco/Alcohol	Health	65,538.21	775.00	600.00			66,913.21	65,741.20	202.99	0.3%	26.12	28.78	9	27.54	3
Prevention and Wellness Program Coordinator	Health	56,191.71	666.50	516.00			57,374.21	52,326.90	(3,864.81)	-6.9%	34.47	37.98	9	27.54	3
Milano Center Manager (COA)	COA	58,287.00		600.00			58,887.00	58,695.00	408.00	0.7%	31.03	34.19	10	31.62	3
Council on Aging Director	COA	90,921.00		600.00			91,521.00	97,925.45	7,004.45	7.7%	48.41	53.33	18	52.79	6
Veterans Service Director (Regional)	Veterans	78,448.00		600.00			79,048.00	79,468.20	1,020.20	1.3%	39.81	43.87	14	42.84	5

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Administrative Assistant PT	Veterans	19,546.00					19,546.00	19,948.00	402.00	2.1%	19.51	21.50	8	20.91	2
							-		-						
Library Director	Library	99,296.00	1,530.00	600.00			101,426.00	108,035.20	8,739.20	8.8%	36.59	47.02	19	54.88	6
Assistant Library Director (Head Technical Services)	Library	84,266.00	2,500.00	600.00			87,366.00	85,237.25	971.25	1.2%	36.95	47.49	13	40.80	4
							-		-						
Recreation Director	Recreation	99,079.00	975.00	600.00			100,654.00	97,944.00	(1,135.00)	-1.1%	45.76	58.80	17	50.75	6
Recreation Coordinator	Recreation	48,454.00		600.00			49,054.00	53,145.75	4,691.75	9.7%	26.12	28.78	9	27.54	3
Executive Director Melrose Memorial Hall	Memorial Hall	87,418.00	975.00	600.00			88,993.00	90,820.80	3,402.80	3.9%	33.88	43.54	16	48.96	5
Events Operation Manager Memorial Hall	Memorial Hall	18,824.00					18,824.00	19,948.14	1,124.14	6.0%	19.51	21.50	8	20.91	2
Events Operation Manager Memorial Hall	Memorial Hall	20,335.00					20,335.00	20,521.90	186.90	0.9%	19.51	21.50	8	20.91	2
Events Operation Manager Memorial Hall	Memorial Hall	18,776.00					18,776.00	19,571.76	795.76	4.2%	19.51	21.50	8	20.91	2
Events Operation Manager Memorial Hall	Memorial Hall	5,255.00					5,255.00	5,541.15	286.15	5.4%	19.51	21.50	8	20.91	2
							-		-						
Water-Sewer Administrator Billing	Sewer	73,422.00	775.00	600.00			74,797.00	75,313.00	1,891.00	2.6%	30.80	39.58	12	38.25	4
									-						
Superintendent of Parks	Mt Hood/Parks	99,080.00	1,175.00	600.00			100,855.00	97,944.00	(1,136.00)	-1.1%	45.76	58.80	17	50.75	6
							-		-						
Executive Director - Melrose Contributory Retirement	Retirement	121,178.14	775.00	600.00			122,553.14	117,031.95	(4,146.19)	-3.4%	44.40	48.91	18	52.79	6
							-								
							Total Adjustment		217,034.75						

1. Fiscal 2023 is based on a 53 week Payroll Budget.
2. Please note this chart was prepared to demonstrate total compensation for employees **inclusive of** longevity, potential SLBB and Stipends and to show the proposed monetary change by position.
3. The funding request of \$167,309.63 Council Order 2023-29 represents the budgetary impact of these adjustments **and takes into consideration any departmental changes since the budget was approved in June 2022.**
(such changes are due to regionalization pending Council approval, staffing changes, vacancies, temporary out of grade assignments to cover for leaves)
4. The funding order doesn't reflect the total adjustment since certain positions are funded through ARPA, grants, regional budgets and other sources and they have absorbed a portion of the adjustment.
5. The Health Director proposed grade is representative of the proposed salary prior to the regionalization with Stoneham, which is pending approval of Council.
6. 21 of the positions have outgrown the current salary schedule and receive only COLA, without any steps.
7. Few positions have a base salary that is higher than the proposed hourly maximum, their salary will not be reduced, and will only be eligible for COLA going forward.
8. A negative percent adjustment reflects a slower salary progression than the current plan.
9. Report produced 11/3/22 by the Auditor and HR depts.

Minutes Acceptance: Minutes of Jan 17, 2023 7:45 PM (Reading of the Minutes)

Questions Received from Councilors regarding Compensation Study and CBA Orders

1. Provide a 10-year history of all approved withdrawals from the contract stabilization account and indication of what was approved (e.g., in X year the council approved Y amount to go toward funding retro raises for Z collective bargaining agreement).

Please see attached Stabilization History.

2. Provide a copy of the compensation study completed by the consultant any related documents-Please see attached Compensation and Classification plan documents.

3. Provide a list of any identified non-union positions that are currently identified for a compensation adjustment under order 2023-29 to maintain compliance with the MA Equal Pay Act.

The Mass Equal Pay Act requires that employees performing equal or comparable work are compensated equally. "Equal work" involves similar skill and responsibilities and is performed in similar working conditions. The methodology HRS used involves the components required by MEPA and by creating one consolidated compensation plan and a classification plan it ensures that the pay equity matches the MEPA requirements. It is hard to isolate which positions require adjustments solely related to MEPA compliance. The Comp and Class study HRS conducted is different from a pay equity study, disparity study or gender analysis, all of which involve a deeper analysis of compliance with the Mass Equal Pay Act. The Comp and Class study focuses on the positions themselves not the employees in the positions, which is what a pay equity study does, as it takes into consideration the individual longevity, personal qualifications, the education/ training and the performance of the individual employees. The Comp and Class study has built the elements of MEPA into its methodology, job analysis, job evaluation, along with external market analysis, which sets the foundation of a system that is externally and internally equitable.

4. List of all positions by job title and department slated to be adjusted under the 2023-29 funding request. For these positions, total current annual compensation, inclusive of stipends, COLAs, and any other monetary compensation paid out of all City funds (operating and enterprise).

See attached spreadsheet/PDF "CompClassOrderDocument11-3-22".

5. Orders 2023-30 and 2023-31 reference that the funding request is for FY 23 funding for a union contract.

- When was this contract settled?

The MOUs were executed September 23, 2022 (Clerical) and October 4, 2022 (Laborers).

- Are these raises retro to the start of the fiscal year?

The previous contracts expired at the end of FY22. The new contracts are effective with the start of FY23, therefore the budgeted raises are retro to the start of the fiscal year.

- Were any of these raises budgeted for in the current FY 23 budget, or is the totality of the increases being absorbed through the stabilization and retained earnings fund?

As is the customary budgeted practice, any FY23 step increases were budgeted based on the old contract, which was the known amount when FY23 budget was set. The stabilization fund absorbs only partially increases.

6. What is the stated purpose for the contract stabilization, water retained earnings, and sewer retained earnings funds? Is this stated purpose set by: state statute/charter/city admin/all of the above? The "Contractual Obligations and Salary & Wages Stabilization Fund" was established in 2006 by Council Vote 06-221 and in accordance with MGL Chapter 40, Section 5B. Water Retained Earnings and Sewer retained earnings were established under MGL Chapter 44, Section 53F ½ for Enterprise Funds.

7. What is the City relying on to justify paying non-union comp adjustments from the contract stabilization fund?

The stabilization fund was created for the purposes of contractual obligations as well as salary and wages. The adjustments resulting from the Comp and Class study are one-time non-budgeted salary adjustments, therefore the stabilization fund is used to fund part of these adjustments.

8. Did the classification review the compensation for both full time and part time employees? Among the positions reviewed we have both full time and part time employees.

9. Can you provide what positions have other compensation and what are the "Other" items? Under "other compensation" we consider stipends, longevity, sick leave incentives.

Below are the positions receiving a stipend (see list below, amount of stipend and reason for it).

Position	Stipend Position	Stipend Amount
Exec. Legal Assistant	Liquor Commission	\$6,500.00
Exec. Legal Assistant	Retirement Board	\$3,000.00
CFO/Auditor	Retirement Board	\$3,000.00
City Clerk	Clerk/City Council	\$4,000.00
City Clerk	Board of Registrars	\$1,500.00
Police Chief	Retirement Board	\$3,000.00
Assessor	Board of Assessor	\$4,347.00
Treasurer	Retirement Board (working with)	\$1,000.00
DPW Director	job specific licenses	\$1,000.00
Deputy City Engineer	job specific licenses	\$1,000.00
City Engineer	job specific licenses	\$1,000.00

Longevity is an annual bonus that benefit eligible non-union employees receive based on continuous years of service with the City, following the schedule below:

Years of Continuous Service	Annual Lump Sum Compensation
5 years, but less than ten 10 years	\$ 775.00
10 years, but less than 15 years	\$ 975.00
15 years, but less than 20 years	\$ 1,175.00
20 years, but less than 25 years	\$1,530.00
25 years, but less than 29 years	\$1,950.00
29 years or more	\$2,500.00

Non-union benefit eligible employees are reimbursed earned unused sick time in accordance with the schedule below. The maximum reimbursement they are eligible for per year is \$650.

If employee uses:	Less than 24.9% of available sick days (0 to 2.9 days/0 to 20.9 hours)	Receives \$50.00/day for remaining unused days
	between 25% - 49.9% of available sick days (3 to 5.9 days/21 to 41.9 hours)	Receives \$40.00/day for remaining unused days
	between 50% -74.9% of available sick days (6 to 8.9 days/42 to 62.9 hours)	Receives \$30.00/day for remaining unused days.
	75% or more (9 to 12 days/63 to 84 hours)	Zero reimbursement
In all instances, the applicable percentages shall be rounded down.		

10. Please provide by position side by side the old min and max salary and the new min and max salary.

See attached spreadsheet/PDF "CompClassOrderDocument11-3-22"

11. Please provide by position the dollar increase along with the percentage.

See attached spreadsheet/PDF "CompClassOrderDocument11-3-22"

12. You state in your memo that periodically we should do a cost of living increase in the compensation structure. How do you define periodically?

This is a discretionary decision of the Mayor and the CFO. Depending on the economy, employers are advised to apply COLA to their compensation plan to ensure that the pay is still appropriate, competitive with the changing economy and not stagnant. Union employees have COLA applied to the comp plans every year.

13. If an employee is above the range how will their annually compensation work every year?
They will only receive COLA going forward.

14. Are there any collective bargaining units within the City (including those under MPS) that are not eligible to access the contract stabilization fund? If so, why? There are no CBAs that are restricted from using the Contractual Obligations and Salary & Wages Stabilization Fund.

Ghobrial, Andrew

From: Maryandjoe Pelrine <[REDACTED]>
Sent: Monday, November 7, 2022 10:20 AM
To: City Council
Subject: Tonights meeting

Good Morning All,
 What a beautiful day!
 I am not sure if I can attend tonight.
 On these orders

2023-29 funding for HRS compensation study. I thought that this study was completed already.
 Why is a total of \$ 7534.00 coming out of W & S retained earnings to pay for this?

2023-30 Funding for the clerical union contractual This time W & S retained earnings is being
 tapped for \$ 8792.00. Why wouldn't this line be covered entirely by the contract stabilization account?

2023-31 Funding for the labor's union contract. This time the W & S retained earning is being
 tapped for \$ 18,294.00. Again why isn't the contract stabilization account covering all of this?

Total \$ 34,620.00 is a lot of money.
 How did the city come to these percentage totals for each of these items?

It would seem to me that when the budget was approved, each of these line lines were accounted
 for, and funded, and now more money needs to be allocated?

With all of our water bills through the ceiling, How is that there \$34,620.00 in these retained earning
 accounts? Are we being charged to much for W & S?
 What are retained earning accounts?

Thanks for all you do for the City of Melrose.

Joe

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

Minutes Acceptance: Minutes of Jan 17, 2023 7:45 PM (Reading of the Minutes)

Ghobrial, Andrew

From: Eugenia Gibbons <[REDACTED]@com>
Sent: Monday, November 7, 2022 5:54 PM
To: Cinella, Christopher; Jamaledine, Maya; Migliorelli, Leila; Eccles, Jack; Karamcheti, Manjula; Williams, Ryan; Stewart, Robert; Obremski, John; Garipay, Mark; MacMaster, Shawn; Grigoraitis, Jennifer
Cc: Ghobrial, Andrew; *Mayor Brodeur; Withey, Dorie; O'Connell, Ed; McAndrew, Jennifer; DeSelm, Lizbeth; Razi-Thomas, Jennifer; Driscoll, Margaret
Subject: Public Comment - 11/7 Appropriations Committee Meeting

I request that these comments be read at the meeting so they may be included in tonight's public record.

Dear esteemed members Melrose City Council,

I was hoping to attend this evening's appropriations committee meeting, but work obligations prevent me from doing so. And so I am sharing with the full committee concerns about tonight's agenda items that I have already expressed to my ward councilor, Ryan Williams.

Of particular concern are requested approvals for a salary study and pay raises for certain city personnel funded from a contract stabilization account.

Even if this is standard practice or perfunctory in nature, it is perplexing why such a request would be made at a time when the district has yet to resolve contract negotiations with teachers/paras, the FY23 school department budget is being reconstructed, and questions remain about the extent to which the city will need to modify its anticipated contribution to make the current (and potentially FY24) budget whole.

Given that the school budget is a significant portion of the city budget it stands to reason that the city budget, including a \$1M + reserve sitting in the contract stabilization fund, is also in need of thorough review.

Without question, staff deserve raises. And any suggestion to hold this question until further review is NOT a commentary on the merits of well-deserved salary increases for essential city personnel. Rather, it is a request that such allocations are accurately accounted for in the budget alongside and not at the expense of other city and district obligations, like teachers, student resources, or other unforeseen expenditures.

Shortsighted maneuvers like this contribute to the structural issues that have been in sharp focus in recent weeks.

Assuming these items are taken up this evening, it would be prudent for the requests to be held in committee until the city and the district are able to provide clarity and further insight into the status of the FY23 budget and a timeline for when the contract with teachers will be resolved - actions that will also help to restore public trust.

I strongly urge you to consider this and hold these items until resolution has been met on a contract and the budget.

Thank you for your service and for your time and consideration.

Sincerely,
 Eugenia Gibbons
 Ward 7 Resident

CC: Mayor Brodeur & Members of Melrose School Committee

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MELROSE & WAKEFIELD HEALTH AND HUMAN SERVICES PROPOSAL FOR INCLUSION OF THE TOWN OF STONEHAM

Regionalization Efforts to Form Comprehensive Health Districts

OVERVIEW

The purpose of this proposal is to outline a potential partnership opportunity between the City of Melrose, the Town of Wakefield, and the Town of Stoneham. Under the Massachusetts General Laws Chapter 111 Sections 27A and 27B, cities and towns are authorized to share health agents and to form comprehensive health districts. Melrose and Wakefield have been able to successfully utilize a regional approach to public health by coordinating efforts and pooling resources. The three municipalities under consideration for a partnership share similar demographics and some overlapping community health concerns. The opportunity to expand our regional health and human services department to serve the three municipalities would address several public health goals and potentially be the driver of improved community health. The proposed arrangement would be a cost-saving measure for each municipality without sacrificing services. The expanded workforce capacity would help address environmental health and community health and wellness.

The Objective

- Need #1: The opioid epidemic and mental health crisis remain a top priority as the country adjusts to the endemic stage of the COVID-19 pandemic; new funding sources as well as existing programs and infrastructure can be shared to better provide resources to vulnerable populations (ex. schools, seniors).
- Need #2: Health indicators from the Community Health Needs Assessment show that all three communities share common areas of need, providing an opportunity to work collaboratively and address them efficiently.
- Need #3: The Public Health Excellence Grant supports the efforts of regionalization and sharing of resources, falling in line with Massachusetts goals for public health under Governor Baker.

The Opportunity

- Goal #1: We will be able to maximize grant funds such as the Opioid Abatement funds, Shared Services Grant via MA Public Health Excellence, and Drug Free Communities grant to expand existing programs (ex. Stoneham Coalition for a Safe & Healthy Community, Wakefield Unified Prevention Coalition, Melrose Health and Wellness Coalition) by coordinating amongst the three communities and potentially increase training for public safety departments around harm reduction and prevention.

- Goal #2: Adverse health conditions and social determinants of health experienced by our three communities at a rate more than 5% higher than the Massachusetts average overlap quite significantly. Coordinated education and prevention efforts that address community health factors can have a profound positive impact on overall health of the communities, in addition to our relationship with Tufts Medicine (MelroseWakefield).
- Goal #3: The objective of the Public Health Excellence Grant is to help local health jurisdictions address minimum statutory requirements including inspections, nursing, and data analysis capacity. The State intends to accomplish this by encouraging regionalization and resource sharing. By working with the State, we will be in line for grants in the future, some of which require a larger population served.

The Solution

- Recommendation #1: Establish one regional Melrose, Wakefield, and Stoneham Health and Human Services Department.
- Recommendation #2: Establish one regional Board of Health to account for the needs of all three communities while also streamlining the process.
- Recommendation #3: Establish a leadership team with the Town Administrators, Mayor, Director of Health and Human Services, and Public Safety Directors.

OUR PROPOSAL

Melrose and Wakefield Health and Human Services has a well-established structure and vision for how local public health can positively impact residents of the community. We are an extension of the Massachusetts Department of Public Health, allowing us to address specific issues with more targeted interventions. We are proposing a regional health and human services department to address common areas of need.

Rationale

- Demographic similarities: Compared to the state of Massachusetts as a whole, all three municipalities are predominantly White residents, a smaller foreign-born population, relatively high large percentage of residents with bachelor's degrees, higher median income, and lower unemployment rates.
- Shared health conditions and social determinants of health: Compared to the state of Massachusetts as a whole, all three municipalities have a higher rate of cancer mortality and higher rate of underutilized social services. Other health conditions shared between two communities include higher rates of chronic disease, substance use, and adverse maternal and child health outcomes.

- Shared top 3 causes of death: All three municipalities have the same top 3 causes of death (dementia, lung cancer, and chronic ischemic heart disease).
- Cost-effectiveness and cost-sharing: Each municipality would have access to shared resources, prevent duplication, and staff development funding.

Execution Strategy

To make the transition from two separate public health entities to a regional health and human services department, multiple steps will be necessary to ensure success for each municipality. The experience of having worked closely with City Council and Town Council in Melrose and Wakefield respectively, as well as the two Boards of Health would translate well in this merging of departments and expansion of service coverage.

Technical/Project Approach

The first step in the process would be to perform a needs assessment of the Town of Stoneham as well as the current iteration of the Stoneham Health Department. We would first assess the permits issued by the Town, including food, animals, pools, camps, tobacco, body art, bodywork, temporary food, lodgings, mobile food, septic, wells, and farmers markets. Our next step would be to evaluate the current personnel and appropriate FTEs to gauge if the current resources can fulfill the minimum statutory requirements. Based on the results, we would make a recommendation of potential changes required to move towards meeting our goal.

Instituting a complaint tracking system is paramount to tracking progress and promoting accountability. By establishing a strategic plan and metrics for success, we will be able to determine where the areas of improvement are and how to address them. Program evaluation is a large part of the regional health department philosophy.

Resource mapping and community relationship building are two key areas of interest. Building strong relationships with community groups and organizations that provide services is key to collaboration and potential efforts in pursuing funding opportunities. Resource mapping allows the community to leverage existing resources within the Town as well as surrounding areas.

A detailed analysis of the MelroseWakefield Community Health Needs Assessment as well as the Youth Risk Behavior Survey results will provide us with a starting point for addressing community health concerns.

Resources

Key resources will include Town leadership, including the Town Administrator, Police Chief, Fire Chief, Emergency Management Director, Stoneham Board of Health, and School Administration. Buy-in from Town leadership, schools, and public safety sectors would facilitate a successful transition to a regional approach. The current regional health and human services model works well due in part to the close working relationship we have with the public safety departments in each municipality, as much of the work that we perform is most successful from

a cross-disciplinary approach. Existing personnel and allotted budget are also important resources.

CONCLUSION

From previous experience, the three levels of successful local public health consist of uniform policymaking, education/outreach, and enforcement. The local Boards of Health are crucial in evidence-based policymaking and fair enforcement. Education is dual-pronged; the Boards of Health and the public require tailored approaches to conveying information, which will ultimately affect the final outcomes.

Overall, an opportunity to regionalize public health efforts at the local level is a chance to share resources more effectively, improve quality of service, and streamline processes. We anticipate long term benefits from a partnership between three communities that share similar challenges. With our combined resources and existing programs, we can expand our scope and reach in the community.

8410 Education, Public Safety and Substance Abuse Stabilization Fund Proposal

City of Melrose Health and Human Services

Prevention and Wellness

The City of Melrose Health and Human Services (HHS) Department proposes to utilize the revenue in the stabilization fund for citywide public health prevention and wellness initiatives, including cannabis education, public safety, and recovery coaching.

The staff person who will lead this work and is proposed to be paid out of this fund beginning January 2023, is a 15-year HHS employee, Kara Showers. Kara is a Certified Health Education Specialist with a Masters Degree in Public Health. As the Prevention and Wellness Coordinator in HHS, Kara is responsible for:

- Leading and managing chronic disease prevention and community health initiatives, using a public health lens.
- Coordinating prevention grants.
- Assessing the public health needs of the Melrose community.
- Supporting prevention service programs related to substance use and mental health.

In Massachusetts, cannabis & marijuana use are on the rise from youth to senior citizen populations. *(The word “cannabis” refers to all products derived from the plant*

Cannabis sativa. The cannabis plant contains about 540 chemical substances. The word “marijuana” refers to parts of, or products from, the plant *Cannabis sativa* that contain substantial amounts of tetrahydrocannabinol (THC). CBD, or cannabidiol, is the second most prevalent active ingredient in cannabis. While CBD is an essential component of medical marijuana, it is derived directly from the hemp plant, a cousin of marijuana, or manufactured in a laboratory. Cannabidiol (CBD) is a compound found in marijuana. CBD is not impairing, meaning it does not cause a “high.”^{1, 2}).

According to the most recent administration of the Youth Risk Behavior Survey (YRBS), Melrose high school youth report the following:

- 25% have tried marijuana at least 1 time in their life
- 10% reported using marijuana at home and 16% reported using at a friend’s house
- 28% thought that their friends feel marijuana is *not wrong at all*, 23% thought their friends thought it was a *little bit wrong*
- 50% of youth reported getting marijuana from a friend

Research shows that heavy cannabis users are more likely to report thoughts of suicide than non-users and regular cannabis use is likely to increase the risk of developing a social anxiety disorder³. Increased awareness of the health effects of marijuana and how THC impacts the brain and mental health is imperative for Melrose youth. Collaborating with the Melrose Health and Wellness Coalition (*formerly the Melrose Substance Abuse Prevention Coalition*), and the Melrose Public Schools administration, faculty and staff, this information, as well as refusal skills and social norming campaigns, can be presented using available evidence-based marijuana toolkits⁴. Secondly, this funding could support the development and implementation of healthy coping mechanisms for students, which are an essential outlet in a young person’s life. Finally, partnering with local organizations (i.e., PTO’s) and parents to host events like “In Plain Sight” show family members how and where to look for early cannabis use signs.

¹ [CBD: What You Need to Know \(cdc.gov\)](https://www.cdc.gov/drugprevention/cannabis/index.html)

² [Cannabidiol \(CBD\): What we know and what we don't - Harvard Health](https://www.health.harvard.edu/staying-healthy/cannabidiol-cbd-what-we-know-and-what-we-dont)

³ [Mental Health - The Health Effects of Cannabis and Cannabinoids - NCBI Bookshelf \(nih.gov\)](https://www.ncbi.nlm.nih.gov/pmc/articles/PMC6031111/)

⁴ [Cannabis Awareness & Prevention Toolkit | Cannabis Awareness and Prevention Toolkit | Stanford Medicine](https://www.stanford.edu/group/centerforchildandadolescentmentalwellness/cannabis-awareness-prevention-toolkit)

It is not only important to educate our youth about marijuana but support our adult and elderly populations. Thirteen percent of Melrose adult respondents from the COVID Community Impact Survey (CCIS) data⁵ said they have used marijuana in the past 30 days. Since recreational use is legal among adults, an assumption can be made that use is even higher than that. Further, both Melrose adults and senior citizens could benefit from more dialogue and education on this topic. With this funding, HHS, in partnership with COA, can host meetings and other events to provide information on cannabis/marijuana/CBD, identify resources and present subject matter experts.

For those residents struggling with substance use, this funding can also bring recovery coaching services to the City. A peer recovery coach or community health worker can assist individuals by finding the necessary recovery resources, establishing accountability as well as another level of support. Recovery coaching services are expanding in surrounding communities as its importance is being recognized across all ages.

According to the 2019 MelroseWakefield Healthcare Community Needs Assessment, 8.2% of Melrose residents died of chronic ischemic heart disease, making it one of the top 3 causes of death in the City ⁶. A large study led by researchers at Stanford Medicine stated that p⁷_{0.001}. Of course, these heart disease cases cannot all be attributed to marijuana use. However, all residents young and old could benefit from healthy heart prevention initiatives—from more opportunities for the community to connect to ways to increase daily physical activity.

To make Melrose an even healthier community, and to support overall resident wellness, this funding will provide increased services community-wide. It will provide supplies, staffing, facilities, etc. to offer projects such as:

- Councilor-led community health forums in wards across the City 1-2x year. *Health topics could include CBD/cannabis/marijuana, heart disease, lung cancer, COVID, and/or others.*
- Yoga, Tai Chi, Mindfulness, Art Classes, StoryBook Walks etc. in our passive City parks and other designated City spaces.
- Healthy aging and dementia risk reduction initiatives.

⁵[CCIS Data](#)

⁶[Melrose-Wakefield Hospital 2019 Community Data Profile](#)

⁷[Marijuana linked to heart disease; supplement may mitigate risk, study reports | News Center | Stanford Medicine](#)

- Recovery coaching services.
- Open space and recreation support.
- Blood pressure screenings for adult and older adult populations.
- Healthy food security partnerships with our local faith-based organizations/food pantries and food rescue organizations.
- Space to hold events and classes for the community.

BUDGET ESTIMATE: (January 2023-December 2023, initial start-up investment costs)

Item	~\$	MUNIS Category
Prevention and Wellness Coordinator (part-time)	\$51,456 \$7,246	Salary, Wages, Benefits
Evidence-based marijuana prevention downloadable toolkits (topics: cognitive function, refusal skills and social norming campaigns) & short policymaker trainings	\$1,000	Supplies, Printing, Professional Services, Training
Healthy coping classes (art, exercise classes: mindfulness, yoga, tai chi, walks)	\$14,000	Contract, Supplies, Professional Services
Recovery Coaching Services/Community Health Worker with addiction specialist training	\$25,000	Contract
Community Connectedness Space for events & classes ("In Plain Sight", Community Health Forums, speakers to discuss CBD/ cannabis/marijuana)	\$16,000	Contract, Supplies, Professional Services
Healthy Aging/Dementia-Friendly initiatives	\$8,000	Supplies, Professional Services
Open Space/Recreation support	\$9,000	Supplies
Blood Pressure Screenings	\$2,000	Supplies, Professional Services
Healthy Food Security (i.e. mini food pantries)	\$13,000	Supplies, Contract
Trainings & Continuing Education	\$2,000	Training

Advertising	\$1,500	Advertising
TOTAL	\$150,202	



Kristin Foote
City Clerk

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

562 Main Street
Melrose, Massachusetts 02176
Telephone - (781) 979-4115
Fax - (781) 979-4149

**Renewal Application
Private Livery/Limousine Check List**

Completed Application (PRINT or TYPE Clearly). The application must have a "wet" signature
Contact the Office of Fire Prevention for inspection and obtain approval
Obtain approval of good standing from the Treasurer/Collectors Office
Copy of Current Registration
Completed State Tax ID Form
Completed Worker's Compensation Affidavit (please include a copy of the Declaration page)
Renewal Fee: \$ 75.00, per vehicle make checks payable to City of Melrose

Return no later than April 1, 2023

In accordance with City of Melrose Charter Code Ch. 152 §6, a report of each license renewed under this section shall be made by the City Clerk to the City Council at the regular meeting of the Council next following the granting of such renewal.

Review the current business listing we have on file. Any changes can be made in the updated listing column. By signing below, you are requesting to be granted a renewal of your existing **Private Livery/Limousine License**. In addition, you swear and affirm that the contents of the document are truthful and accurate to the best your knowledge and belief.

	<u>Current listing</u>	<u>Updated listing</u>
Business Name (If applicable)	<u>Limo Connect</u>	
Applicant Name	<u>SAID TAZGUI</u>	
Business Address	<u>70 East Wyoming Ave #1</u>	
Mailing Address	<u>70 East Wyoming Ave #1 Melrose, MA, 02176</u>	
Name of Manager	<u>SAID TAZGUI</u>	
Location cars will be garaged	<u>Same address</u>	
Telephone Number of Owner	<u>617 335 0460</u>	<u>mssika16@hotmail.com</u>
Email Address of Owner (required)		
24 hour Emergency Contact info	<u>SAID TAZGUI 617 335 0460</u>	

Minutes Acceptance: Minutes of Jan 17, 2023 7:45 PM (Reading of the Minutes)



Kristin Foote
City Clerk

**CITY OF MELROSE
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*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 SAID TAZGVI **Please Print Legibly**

Business/Organization Name: Limo Connect

Address: 70 East Wyoming Ave # 1

City/State/Zip: Melrose, MA, 02176 Phone # 617 335 0460

Are you an employer? Check the appropriate box:

1. I am an employer with ___ 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 _____

*City applicants that check box #1 must also fill out the section below showing their worker's 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: PROGRESSIVE

Insurer's Address: 70 East Wyoming Ave # 1

City/State/Zip: Melrose, MA, 02176

Policy # or Self-ins. Lic. # 00703045 Expiration Date: 10-21-2023

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 \$1,5000.00 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: [Signature] Date: 11-10-2022

Phone #: 617 335 0460

Minutes Acceptance: Minutes of Jan 17, 2023 7:45 PM (Reading of the Minutes)



Kristin Foote
City Clerk

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

562 Main Street
Melrose, Massachusetts 02176
Telephone - (781) 979-4115
Fax - (781) 979-4149

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

Renewal Class: **Private Livery Car Service - 1 car**

License ID# 2020-68

License Fee: **\$75**

Business Name: Pimo Connect

Located at: 70 East Wyoming Ave #1 Melrose 02176

Expiration date: **April 30, 2024**

Approval: Card J Gibson

Date: 11/10/22

Melrose Fire Department Captain J. Gibson (781-665-0500)

Minutes Acceptance: Minutes of Jan 17, 2023 7:45 PM (Reading of the Minutes)



Kristin Foote
City Clerk

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

562 Main Street
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POLICE DEPARTMENT

REPORT OF INVESTIGATION - RELATIVE TO RENEWAL FOR

Renewal Class:

License ID# 2020-68 (Inactive)

License Fee: \$75

Business Name: Pimo connect

Located at: 70 East Wyoming Ave #1 Melrose, MA, 02176

Expiration date: April 30, 2024

Name/DOB Proprietor 1: DOB: 10-18-1969

Name/DOB Proprietor 2:

Approval: H. P. [Signature] Date: 11/10/2022

Minutes Acceptance: Minutes of Jan 17, 2023 7:45 PM (Reading of the Minutes)

MA Reg - LV 85958 OLD

ma Reg LV A4167 New

CITY OF MELROSE
OFFICE OF THE CITY CLERKKristin Foote
City Clerk562 Main Street
Melrose, Massachusetts 02176
Telephone - (781) 979-4115
Fax - (781) 979-4149SEALER OF WEIGHTS AND MEASURERS
REPORT OF INVESTIGATION - RELATIVE TO RENEWAL FOR

Renewal Class: APR

License ID# 2020 -68

License Fee: \$75

Business Name: Pimo connect

Located at: 70 East Wyoming Ave #1 Melrose, 02176

Expiration date:

Approval:

Date:

11/15/22

Melrose Building Department (781-979-4135)

Minutes Acceptance: Minutes of Jan 17, 2023 7:45 PM (Reading of the Minutes)



Kristin Foote
City Clerk

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

562 Main Street
Melrose, Massachusetts 02176
Telephone - (781) 979-4115
Fax - (781) 979-4149

**TAX CERTIFICATION FORM
(Do Not Leave Anything Blank)
License Year: May 1, 2022 - April 30, 2023**

Licensee Name: limo connect

Physical Address: 70 East Wyoming Ave #1 Melrose

Mailing Address: 70 East Wyoming Ave #1

City, State, Zip: Melrose, MA, 02176

Manager/Business Owner: SATID TAZGUI

By signing below, I hereby certify under the penalties of perjury that I have, to the best of my 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]
Signature of Applicant or
Corporate Name*

By: Corporate Office
(Mandatory, if applicable)

84-4261638
Social Security # (voluntary) or
Federal Identification Number**

**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.*

Minutes Acceptance: Minutes of Jan 17, 2023 7:45 PM (Reading of the Minutes)



CERTIFICATE OF REGISTRATION
M.G.L. Chapter 90 Section 24B makes it a crime to alter this Certificate
MASSACHUSETTS DEPARTMENT OF TRANSPORTATION

EXTERNAL CODE LVN		REGISTRATION TYPE Livery Normal		PLATE NUMBER LVA4167		EFFECTIVE DATE 21-Oct-2022		TITLE NUMBER EXPIRES ON		31-Jul-2024	
MODEL YEAR 2021	MAKE CHEV	MODEL SUBURBAN	MODEL NUMBER	BODY STYLE SUV	COLOR BLACK	VEHICLE IDENTIFICATION NUMBER 1GNSKCKD7MR173124					
RESIDENTIAL ADDRESS (IF DIFFERENT THAN MAILING)						TOTAL REGISTERED WEIGHT FOR A COMMERCIAL VEHICLE OR TRAILER					
GARAGE ADDRESS 70 E WYOMING AVE MELROSE MA 02176-4715						US DOT NUMBER FOR COMMERCIAL VEHICLE					
NAME(S) OF OWNER(S) AND MAILING ADDRESS SAID TAZGUI 70 E WYOMING AVE MELROSE MA 02176-4715						INSURANCE COMPANY PROGRESSIVE CASUALTY INSURANCE COMPANY					
LESSEE/IN CUSTODY OF						MAXIMUM SEATING CAPACITY FOR VEHICLES FOR HIRE 7					
SPECIAL MESSAGE If this vehicle is newly acquired, it must be inspected within 7 days of registration.						CHANGE OF ADDRESS ☐ RESIDENTIAL ☐ MAILING ☐ GARAGE					

Important information for vehicle owners

- **Certificate of Registration:** Every person operating a motor vehicle shall have the Certificate of Registration for the motor vehicle and/or trailer, in the vehicle, in some easily accessible place. The records of the RMV constitute the official status of the vehicle registration.
- **Change of Address:** By law, you must report any change of address to the RMV within 30 days. Visit mass.gov/rmv to change your address. Once you have reported the address change to the RMV, please write corrected address in box provided above.
- **No Insurance Card Required:** Massachusetts law does not require an insurance card. M.G.L. Chapter 90, Section 34, and Chapter 175, Section 113A, requires the vehicle's owner to maintain a compulsory motor vehicle liability insurance policy or bond for bodily injury coverage and property damage insurance. The insurer is required by law to electronically notify the Registry of Motor Vehicles if coverage lapses. The vehicle owner is then notified by the RMV to obtain new insurance within 10 days or the registration will be revoked. Bonds are filed with the State Treasurer's Office.
- **Transferring Your Plates:** Massachusetts General Law (M.G.L. Chapter 90, Section 2) allows you to transfer valid registration plates from this vehicle to a newly acquired new or used motor vehicle or trailer while you obtain insurance and a new registration. See the Transferring a Registration Section on the RMV's website at mass.gov/rmv for more information.
- **Cancel the registration plates if:**
 - The vehicle has been sold or junked and the registration is not going to be transferred to another vehicle.
 - You move to another state and you register the vehicle in that state.
 - The insurance policy is not renewed or is cancelled and there is no plan to obtain a new policy.

Skip the Line, Go Online! Visit Mass.Gov/RMV for list of available transactions.



CERTIFICATE OF LIABILITY INSURANCE

DATE (M/D/Y)
10/21/2022

8.1.a

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 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 MANSOUR INSURANCE CO 380 PLEASANT ST, STE 11 MALDEN MA 02148	CONTACT NAME: CARL MANSOUR PHONE (A/C, No, Ext): 978-278-5339 E-MAIL ADDRESS: MANSOURINSURANCE@GMAIL.COM FAX (A/C, No): 978-587-3706
INSURED LIMO CONNECT INC/ SAID TAZGUI 70 E WYOMING AVE #1 MELROSE MA 02176	INSURER(S) AFFORDING COVERAGE INSURER A: PROGRESSIVE 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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY COMMERCIAL GENERAL LIABILITY CLAIMS-MADE ☐ OCCUR ☐ GEN'L AGGREGATE LIMIT APPLIES PER: POLICY ☐ PRO-JECT ☐ LOC ☐						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 ALL OWNED AUTOS ☒ SCHEDULED AUTOS HIRED AUTOS ☐ NON-OWNED AUTOS	X		00703045	10/20/2022	10/20/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 10000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB EXCESS LIAB DED ☐ RETENTION \$ ☐						EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				WC STATUTORY LIMITS ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

2021 CHEVROLET SUBURBAN C1500- VIN # 1GNSKCKD7MR173124
COLLISION DEDUCTIBLE: \$1000
COMP DEDUCTIBLE: \$1000

CERTIFICATE HOLDER	CANCELLATION
	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 CARL MANSOUR



celebrating random acts of kindness november 20

What's Your Kindness Plan?

- ✓ 2,000+ letters from elementary school students to Melrose Seniors
- ✓ 1,000 thank yous from Melrose High students to impactful teachers
- ✓ many, many cards from Middle School students to hospital staff and patients
- ✓ Boy Scouts celebrate Scott Macaulay, Thanksgiving Warrior, with cards and treats
- ✓ Girl Scouts brighten the day at Milano Center with desserts and cards
- ✓ MHS Humanitarian Club thanks Police Department
- ✓ Cara showers kindness on school nurses and custodians
- ✓ Crossing Guards are treated to warm winter hats
- ✓ Girl Scouts cheer on the Fire Department and DPW treated to lunch by the Rotary
- ✓ Let's Talk Melrose, Melrose applauds the Department of Health
- ✓ Girl Scouts celebrate Animal Heroes Jenny and Linda
- ✓ Jen toasts the Post Office and Courtney serves the library breakfast
- ✓ Cynthia celebrates The Food Drive and Kate L-G surprises the YMCA
- ✓ Judie thanks MAAV and Jim cheers SDM
- ✓ Jen surprises school bus drivers with thank yous
- ✓ Gina coordinates PorchFest musicians and local bands sing kindness
- ✓ Paul serves hot chocolate, Marley & crew motivate kindness at the Farmer's Market
- ✓ Julie plays Aunt Petunia with advice given and hugs received
- ✓ Senior Housing locations visited with donuts to share
- ✓ MHS Band serenades students and staff entering school
- ✓ Art teachers create murals celebrating kindness
- ✓ PTOs applaud teachers with posters and stocked break rooms
- ✓ Teachers and administrators shower students with kindness surprises
- ✓ Kris and Chiara create a mural of epic proportions
- ✓ Melrose merchants surprise customers throughout the day
- ✓ The city of Melrose celebrates together... yay kindness, yay Melrose, MelroseKind ❤️

Emily Anderson, P.E.

106 E Foster Street
Melrose, MA 02176
[REDACTED]
[REDACTED]

City of Melrose
Conservation Commission
526 Main Street
Melrose, MA 02176

Dear Conservation Commission,

I am interested in applying for a position on the Conservation Commission. I am a civil engineer with a focus on smart site design who has worked on the “other side of the table” for several years, helping clients to permit thoughtfully designed projects that meet or exceed the standards of the Wetlands Protection Act.

I moved to Melrose last year and would appreciate the opportunity to support and promote the natural resources in town. I would be open to being either a full-time member or an associate member. Please feel free to give me a call or email me with any follow-up questions.

Sincerely,

Emily Anderson

Minutes Acceptance: Minutes of Jan 17, 2023 7:45 PM (Reading of the Minutes)

Emily Anderson, P.E.

106 E Foster Street
Melrose, MA 02177

PROFILE

Collaborative, resourceful and focused civil engineer at a land development firm working on mixed-use projects in Greater Boston. Provide engineering and permitting support to clients to help projects succeed.

EXPERIENCE

ASSISTANT PROJECT MANAGER

BOHLER, BOSTON, MA

2018 - Present

Design and permit site plans for a range of uses, including multi-family housing, transit-oriented commercial shopping centers, mixed-use master planned sites, and industrial distribution centers.

HIGHLIGHTS

Stormwater Design. Utilize the Massachusetts Stormwater Handbook for Low Impact Development sites with a focus on infiltration and phosphorus removal to meet municipal removal targets.

Resilient Buildings. Collaborate with clients regarding current and future flood plains due to climate change and sea level rise and incorporate smart site design to blend existing and future conditions.

Permitting Expertise. Manage large permitting efforts including MEPA filings, Boston BPDA filings, local site plan reviews, and Conservation Commission filings.

ENGINEER II, WATER RESOURCES/SITE GROUP

GREEN INTERNATIONAL AFFILIATES

2015 –2017

Created site plans for public and private clients; designed drainage networks for roadway reconstruction projects, building pipe networks in AutoCAD Civil 3D, analyzing spread, and calculating peak runoff rates with HydroCAD; prepared permit applications for Notices of Intent, Request for Determinations of Applicability, Water Quality Certificates; completed peer reviews of site projects for municipal clients to ensure compliance with town bylaws.

EDUCATION

NORTHEASTERN UNIVERSITY | BOSTON, MA

Bachelor of Science in Civil Engineering, May 2015

INTERESTS

Reading • Sustainability • Yoga • Travel



PAUL BRODEUR
Mayor

CITY OF MELROSE

OFFICE OF THE MAYOR

City Hall, 562 Main Street
Melrose, Massachusetts 02176
Telephone - (781) 979-4440
Fax - (781) 662-2182

MEMORANDUM

To: Melrose City Council
From: Mayor Paul Brodeur
RE: Conservation Commission Appointment
Date: November 8, 2022

I respectfully request the Honorable City Council confirm the appointment of Emily Anderson, of 106 East Foster Street, to the City of Melrose Conservation Commission for a three-year term, said term to expire the last day of February 2025. Ms. Anderson's appointment replaces the appointment of Ryan Sloan, who has resigned from the Conservation Commission in October 2022.

Ms. Anderson, whose request for appointment comes with the support of Conservation Commission member Eric Devlin, has unique experience as a civil engineer helping clients meet or exceed standards of the Wetlands Protection Act through designing thoughtful projects. As a newer Melrose resident, she would like the opportunity to use her expertise to promote and protect Melrose's conservation areas.

Thank you for your consideration.

Minutes Acceptance: Minutes of Jan 17, 2023 7:45 PM (Reading of the Minutes)



CITY OF MELROSE
CITY COUNCIL
MINUTES • NOVEMBER 28, 2022

Web-based remote meeting
, Melrose, MA 02176

Special Meeting

7:04 PM

I. CALL TO ORDER

Attendee Name	Title	Status	Arrived
Jack Eccles	At-Large	Present	
Mark Garipay	Ward 4	Present	
Jen Grigoraitis	Ward 6	Absent	
Maya Jamaledine	At-Large	Present	
Manjula Karamcheti	Ward 1	Present	
Shawn M. MacMaster	Ward 5	Present	
Leila Migliorelli	At-Large	Present	
John Obremski	Ward 2	Present	
Robb Stewart	Ward 3	Present	
Ryan Williams	Ward 7	Present	
Christopher Cinella	President	Present	

II. PUBLIC COMMENT

Motion: Public Comment

By unanimous consent, President Cinella moves to open public comment. No objection

No one comes forward.

By unanimous consent, President Cinella moves to close public comment. No objection

RESULT:	PASSED [10 TO 0]
MOVER:	Christopher Cinella, President
AYES:	Eccles, Garipay, Jamaledine, Karamcheti, MacMaster, Migliorelli, Obremski, Stewart, Williams, Cinella
ABSENT:	Jen Grigoraitis

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

1. **ORDER-2023-36** : Appointment of Kevin M. Faller as Chief of the Melrose Police Department effective December 1, 2022

Offered by: Mayor Paul Brodeur

From: Appropriations & Oversight Committee

OUGHT TO PASS

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Mark Garipay, Ward 4
SECONDER:	Jack Eccles, At-Large
AYES:	Eccles, Garipay, Grigoraitis, Jamaledine, Karamcheti, MacMaster, Migliorelli, Obremski, Stewart, Williams, Cinella

IV. ADJOURNMENT

Motion: Adjourn

Motion: Adjourn

By: Councilor Eccles, Second: Councilor Stewart - motion carried.

Meeting adjourned at 7:10 p.m.

RESULT:	PASSED [10 TO 0]
MOVER:	Jack Eccles, At-Large
SECONDER:	Robb Stewart, Ward 3
AYES:	Eccles, Garipay, Jamaledine, Karamcheti, MacMaster, Migliorelli, Obremski, Stewart, Williams, Cinella
ABSENT:	Jen Grigoraitis

Minutes Acceptance: Minutes of Jan 17, 2023 7:45 PM (Reading of the Minutes)



PAUL BRODEUR
Mayor

CITY OF MELROSE

OFFICE OF THE MAYOR

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

MEMORANDUM

To: City Council President Christopher Cinella
From: Mayor Paul Brodeur
Re: Appointment of Kevin M. Faller as Chief of Police
Date: November 14, 2022

It is my great pleasure and honor to submit to the Honorable City Council the appointment of Kevin M. Faller as Melrose's next Chief of Police.

Mr. Faller is a 27-year veteran of the City of Medford Police Department where he has served with distinction as Captain at the Command Staff for eleven years, and for over twenty years at the supervisory level. During his career in Medford, he gained experience with a full range of law enforcement roles including patrol, criminal investigations, Internal Affairs/Professional Standards, media relations, and policy creation. Mr. Faller holds a bachelor's degree in psychology from Tufts University and a master's degree in Criminal Justice from Anna Maria College.

Throughout the highly competitive and thorough assessment process led for the City by MRI, Inc., Mr. Faller distinguished himself as knowledgeable, prepared, and personable. He conveyed a strong understanding of the needs and expectations of a modern, effective police department, as well as the requirements under the Police Reform Act Relative to Justice, Equity and Accountability in Law Enforcement in the Commonwealth.

I believe Mr. Faller is an excellent match for what the Melrose community is looking for in our next police chief and will successfully build upon the solid foundation of community policing established by Chief Michael Lyle and the dedicated women and men of the Melrose Police Department. A long-time resident of Melrose, Mr. Faller already has deep ties to the community as a parent and youth sports coach, and I am certain that he will serve the City of Melrose and the MPD with commitment and integrity.

I look forward to introducing Mr. Faller to the Melrose community in his new role and respectfully request that the City Council confirm his appointment as Chief of Police for the City of Melrose.

Minutes Acceptance: Minutes of Jan 17, 2023 7:45 PM (Reading of the Minutes)

Kevin M. Faller

June 16, 2022

Mr. Sean Kelly
Director of Police Services
Municipal Resources, Inc.
66 Main St, Suite B
Plymouth, NH 03264

Dear Mr. Kelly,

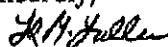
I am expressing my interest in becoming the next Chief of Police for the City of Melrose, Massachusetts. Along with this letter I have submitted my resume detailing my experience, training, and education that would make me an ideal candidate for the position.

I have been a law enforcement professional with the Medford, Massachusetts Police Department for over 27 years, 20 of which have been at the supervisory level, and the last 11 years serving as a Captain at the Command Staff Executive level with approximately 90 sworn and non-sworn personnel currently under my command. I have worked in as well as supervised every aspect of policing in my department including, but not limited to Patrol, Criminal Investigations, Internal Affairs/Professional Standards, Media Relations, and policy creation. I also recently served on a committee responsible for the design and completion of our new state of the art energy efficient and environmentally conscious police station that opened in 2020. I have a proven record of maintaining positive working relationships within any division I have supervised as well as maintaining the same level of trust and transparency with stakeholders in the community.

I have a Masters Degree in Criminal Justice from Anna Maria College, a Bachelors Degree in Psychology from Tufts University, and I am continually training and adapting to the different needs and expectations that are required for effective modern 21st Century Policing as well as adhering to all the requirements under the Police Reform Act Relative to Justice, Equity and Accountability in Law Enforcement in the Commonwealth. As the son of an immigrant from the Philippines it has been instilled in me from an early age the importance of hard work, accountability, integrity, and treating everyone of all backgrounds and beliefs with respect. I have lived in the city of Melrose for over 18 years, both of my children attend(ed) Melrose Public Schools, I coached Melrose youth soccer and basketball for several years, and I have a strong commitment and allegiance to the community in which I hope to serve as the next Chief of Police.

Thank you for your consideration and I hope to hear from you regarding this position.

Sincerely,


Kevin M. Faller

Minutes Acceptance: Minutes of Jan 17, 2023 7:45 PM (Reading of the Minutes)

Kevin M. Faller

Professional Profile

- 27 plus years as a member of the Medford Police Department, including 20 years working in a supervisory capacity. Forward thinking, innovative leader with a proven ability to motivate personnel and work with community stake holders towards a common goal. Extensive experience working in and supervising all aspects of policing including Patrol, Criminal Investigations, and Internal Affairs. Exceptional communication skills and highly commended for strong work ethic, professionalism, and ability to prioritize and delegate tasks.

Experience

CAPTAIN | OPERATIONS COMMANDER | JANUARY 2019-PRESENT

- Oversee Patrol Division, Detective Division, and Civilian Dispatchers. Responsible for staffing, supervising, and running the daily operations of the various divisions, including supervising background checks, hiring of any new personnel, and overseeing the Field Training Program.

CAPTAIN | DETECTIVE DIVISION COMMANDER | APRIL, 2011 - DECEMBER 2018

- Responsible for the management and supervision of all criminal investigations as well as overseeing Firearms Licensing, Evidence Control, Sex Offender Registration, Court Prosecutor, Media Relations, and School Resource Officers. Managed and balanced State and Federal Forfeiture accounts as well as preparation and submission of NIBRS crime statistics.

CAPTAIN | INTERNAL AFFAIRS COMMANDER | APRIL, 2011 - 2015

- Responsible for investigating complaints against sworn officers as well as proactive monitoring and ensuring compliance with professional standards and departmental rules/regulations/policies.

LIEUTENANT | PATROL SHIFT COMMANDER | JANUARY, 2007 - APRIL 2011

- Night Shift Commander responsible for supervision of Patrol Operations which included assignment of personnel on a daily basis, report review, and booking/housing of prisoners. Responsibility also included handling and investigating any citizen complaints at the first line supervisory level.

SERGEANT | PATROL DIVISION | MARCH, 2002 - JANUARY, 2007

- Night Shift Patrol Sergeant responsible for supervising uniformed Patrol Officers which included making on scene command decisions, maintaining crime scene integrity, report review, and ensuring officer safety and compliance with departmental rules and regulations.

PATROL OFFICER | PATROL DIVISION | MAY, 1995 - MARCH, 2002

- Worked both night and day shifts in Patrol Operations, effected numerous quality arrests, exemplary disciplinary and attendance record, participated in various community events, and taught "Prejudice and Violence Education" program in Medford Public Middle Schools.

EDUCATION

- Master of Arts - Criminal Justice - 1998 - Anna Maria College
- Bachelor of Arts - Psychology - 1994 - Tufts University
- Certificate - Paralegal - 1992 - National Academy for Paralegal Studies

Training

- Certified Front Line Leadership Instructor – Municipal Police Training Committee (MPTC) - 2022
- Stress Resiliency Coordinator Training – MPTC 2022
- Certificate of Training – “What are racially motivated Traffic stops?” – Commonwealth Police Legacy - 2022
- Legal Instructor Certification (Commonwealth of Massachusetts) – MPTC 2022
- Instructor Development “Train the Trainer” – Legal Updates MPTC 2022
- Massachusetts Civil Rights Officer Training – Commonwealth Police Legacy - 2021
- ICAT (Integrating Communications, Assessments, and Tactics) “Train the Trainer” – PERF - 2021
- MPTC Instructor Development Program - 2021
- Massachusetts Police Reform Act Training – Commonwealth Police Legacy - 2021
- CIT (Crisis Intervention Training for Chiefs and Law Enforcement Administrators) - 2021
- FBI LEEDA Trilogy Award - 2019
- FBI LEEDA Executive Leadership Institute - 2019
- FBI LEEDA Supervisor Leadership Institute: Tufts University - 2019
- FBI LEEDA Command Leadership Institute: Tufts University - 2019
- Massachusetts Chief's and Command Staff Legal Update Seminar : Commonwealth Police Legacy - 2019
- Civil Service Law and Procedure in Massachusetts: Commonwealth Police Services – 2017
- Executive Police Leadership Training: Commonwealth Police Services – 2016
- Subject Matter Expert (SME) for Massachusetts Civil Service Promotional Examinations 2015-Present
- Accountability and Discipline / Internal Affairs Seminar: APD Management Consultants – 2011
- Incident Command System 200 (ICS-200): Massachusetts Emergency Management Agency (MEMA) – 2007
- Incident Command System 300 (ICS – 300): Massachusetts Executive Office of Public Safety - 2007
- Reducing the Risks of Death of Persons in Custody: Dept. Of Criminal Justice, UMASS Lowell – 2002
- Advanced Course on The Reid Technique of Interviewing & Interrogation: John E. Reid & Associates – 2001
- Prejudice and Violence (P.A.V.E) Instructor Certification: Newton Police – 1998

Awards and Recognitions

- Numerous Commendations for perfect attendance using no sick or injury leave
- Community Service Award: 2009 - Presented by MPPA and MPSOA for running numerous charity events over the years and raising in excess of 50K dollars.
- Commendation 2004-05: Interrupting a rape in progress of a juvenile female while on overnight uniformed patrol. Two suspects arrested and indicted on numerous offenses including rape of a child and kidnapping.
- Commendation 97-04: Assisted in arrest of suspect for attempted armed robbery of an armored car.
- Numerous Letters of Appreciation from area Chiefs of Police for undercover narcotics operations.
- Medford Police Academy Class 95-01: Valedictorian Award and elected Class Secretary, Executive Board.

****REFERENCES FURNISHED UPON REQUEST****



PAUL BRODEUR
Mayor

CITY OF MELROSE

OFFICE OF THE MAYOR

City Hall, 562 Main Street
Melrose, Massachusetts 02176
Telephone - (781) 979-4440
Fax - (781) 662-2182

TO: The Honorable City Council

FROM: Mayor Paul Brodeur

DATE: November 22, 2022

RE: Special Meeting; November 29, 2022

Dear Honorable Councilors:

Pursuant to Section 3-6(b) of the Charter of the City of Melrose, I am calling a Special Meeting of the Melrose City Council on November 9 at 7:00 pm for the purpose of considering Order 2023-36: Appointment of Kevin M. Faller as Chief of the Melrose Police Department effective December 1, 2022.

The Appropriations and Oversight Committee considered this order on November 17 and recommended passage by a 10-0 vote. The purpose of the Special Meeting is to ensure final consideration of the Order in advance of Captain Faller's contractual start date of December 1, 2022.

Minutes Acceptance: Minutes of Jan 17, 2023 7:45 PM (Reading of the Minutes)

CITY OF MELROSE FISCAL YEAR 2023 CLASSIFICATION OF PROPERTY



TAX CLASSIFICATION HEARING - DECEMBER 5, 2022

PRESENTED BY

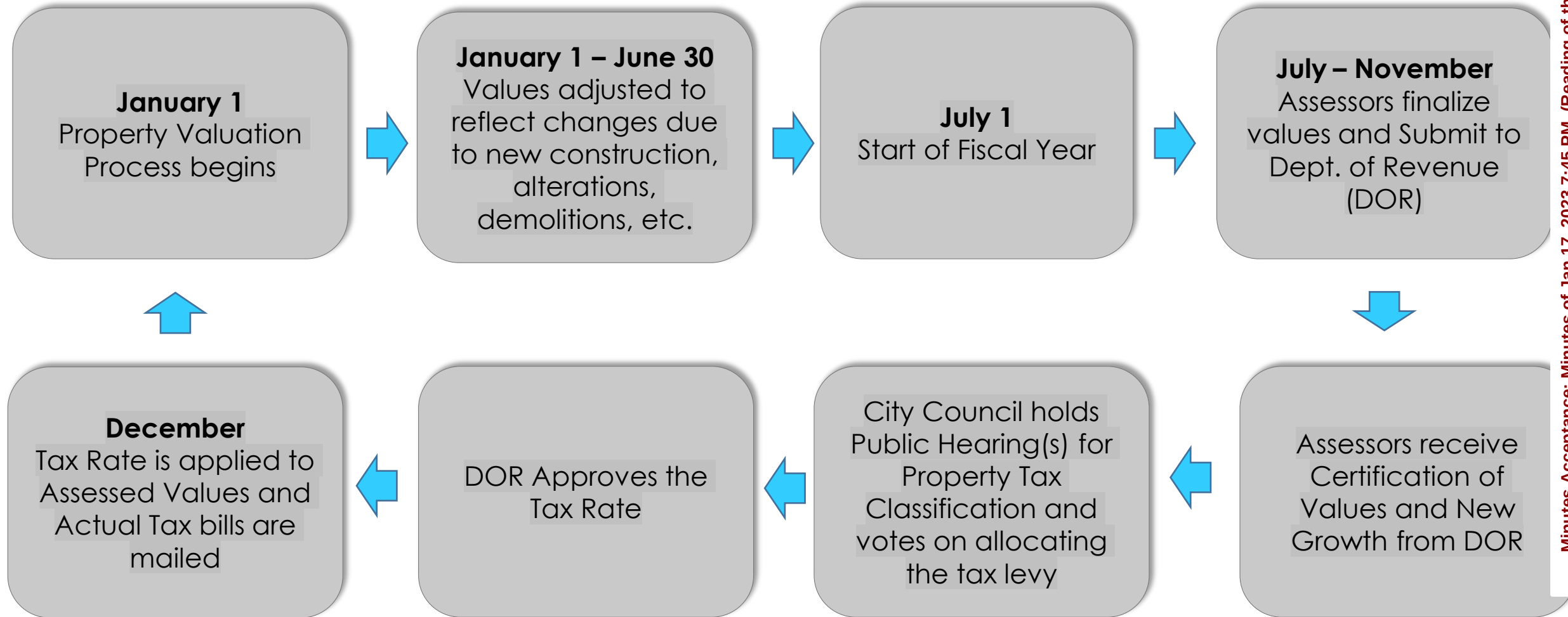
THE MELROSE BOARD OF ASSESSORS:

SARAH MACLELLAN

CATHY GULINO

LEE PHALEN

PROPERTY ASSESSMENT / TAX RATE PROCESS



TAX CLASSIFICATION HEARING

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



Residential



Open Space

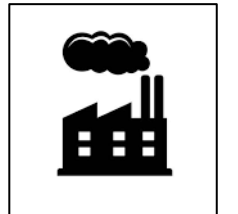
(RO)

(CIP)

Commercial



Industrial



Personal Property*



*Personal property includes all tangible items that are not firmly attached to land or buildings and are not considered part of the real estate. All personal property is taxable unless exempt (ex. Household items in primary residence)

ACTION REQUIRED BY THE CITY COUNCIL

Under M.G.L. Chapter 40, Section 56: The **City Council**, together with the Mayor's approval, shall adopt a **residential factor** to be used by the Board of Assessors to determine the percentages of the local tax levy to be borne by each class of real and personal property. The Assessors shall provide "information and data relevant to making such determination and the fiscal effect of the available alternatives."

The Residential Factor governs the percentage of the tax levy to be paid by **Residential** and **Open Space (R/O)** properties. The difference is shifted to the **Commercial, Industrial** and **Personal Property (CIP)** classes.

The adopted factor cannot be less than the **Minimum Residential Factor (MRF)**, which is determined by the Department of Revenue for each community. The **MRF** represents the maximum shift allowed in the tax levy for the year and establishes the parameters for local decision making.

- **VOTE**: Adopt a **Residential Factor (Tax Shift)**
- **VOTE**: Whether to grant an **Open Space Discount**

SENIOR CIRCUIT BREAKER LEGISLATION

- **March 1, 2021** - Melrose City Council unanimously passed ORDER-2021-79, **AN ACT AUTHORIZING THE CITY OF MELROSE TO ESTABLISH A MEANS TESTED SENIOR CITIZEN PROPERTY TAX EXEMPTION**
- **July 6, 2022** - Governor Baker signed this Bill, H3766, into law.
- Allows the Board of Assessors to qualify older adult applicants for tax relief by a State Income Tax Credit referred to as the "Circuit Breaker Credit".
- Qualified applicants receive a **property tax exemption equal to 150% of their State Circuit Breaker Income Tax Credit**.
- The total amount exempted by the legislation is to be **allocated within the tax levy (or shifted)** to the non-eligible Residential taxpayers.
- Summary of FY 2023 Circuit Breaker Exemption Program:
 - ❑ 107 Applications, **78 parcels granted exemption** by Board of Assessors
 - ❑ **\$127,170** in Tax Dollars exempted, to be shifted within the Residential Class
 - ❑ Adds **\$0.02** to the Residential Tax rate (\$0.02/\$1,000 of Residential Property Value)

RESIDENTIAL FACTOR / THE TAX SHIFT

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

For FY23, adopting a Factor of 1 would result in a residential tax rate of

\$10.81 per \$1,000 of property value*

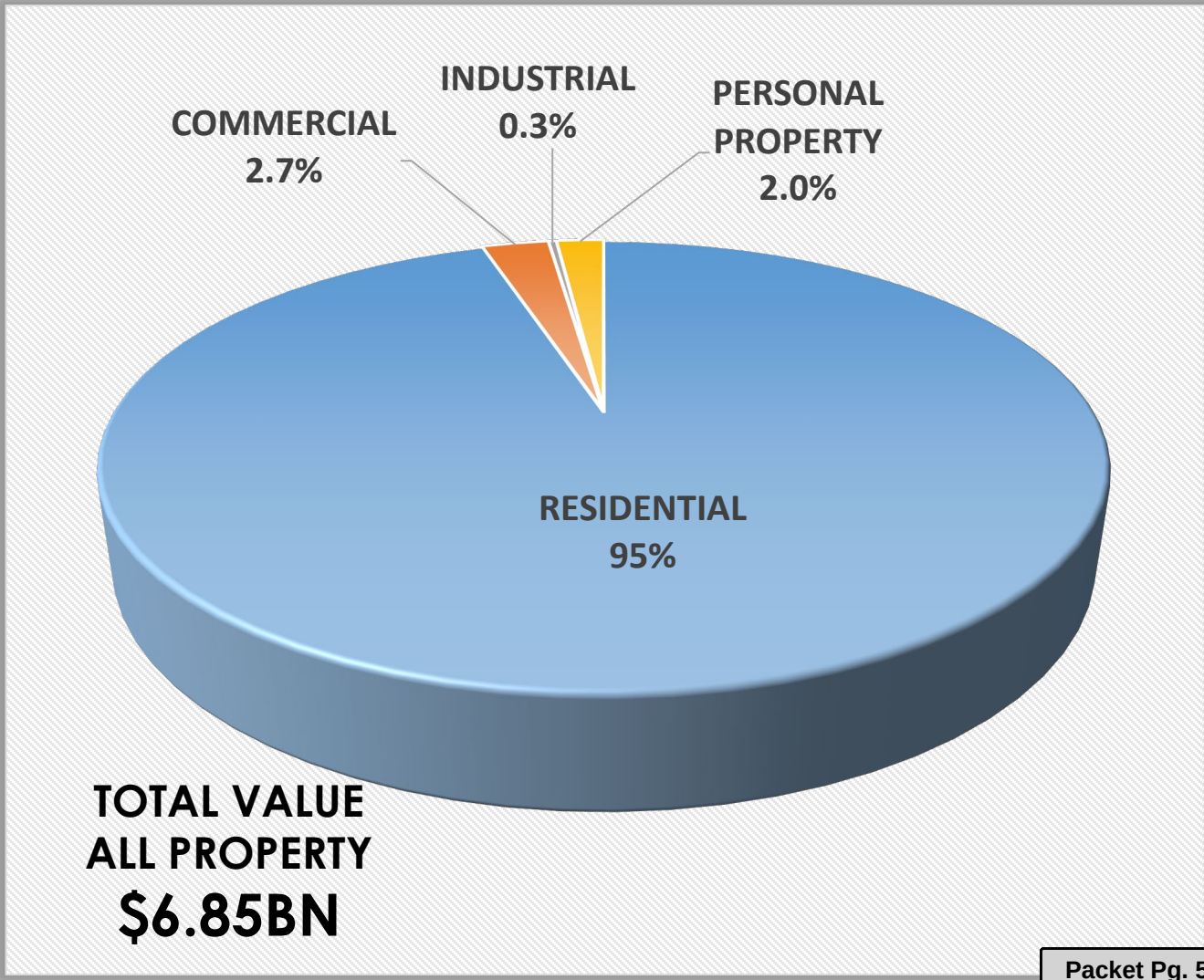
- Adopting a factor less than “1”, to as low as the **Minimum Residential Factor (MRF)**, results in an increasingly greater tax burden shift from the **Residential** and **Open Space (R/O)** classes to the **Commercial, Industrial** and **Personal Property (CIP)** classes.
- The DOR has determined that the MRF for the City of Melrose for FY 2023 is .960486, (or CIP Shift of 1.75).

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

FISCAL YEAR 2023 VALUE BY CLASS

	VALUE	% OF LEVY (before shift)
RESIDENTIAL	\$ 6,513,661,496	95.0%
COMMERCIAL	\$ 183,546,364	2.7%
INDUSTRIAL	\$ 21,730,900	0.3%
PERSONAL PROPERTY	\$ 137,891,480	2.0%
TOTAL VALUE	\$ 6,856,830,240	100.0%

NUMBER OF PARCELS BY PROPERTY TYPE	
RESIDENTIAL	8,771
OPEN SPACE	0
COMMERCIAL	200
INDUSTRIAL	26
PERSONAL PROPERTY	491
MIXED-USE	65
EXEMPT	425



CALCULATING THE TAX RATE

MELROSE - 178 2023						
Jurisdiction		Melrose - 178		Fiscal Year		2023
						Go
Property Type	Parcel Count	Class1 Residential	Class2 Open Space	Class3 Commercial	Class4 Industrial	Class5 Pers Prop
101	6,375	4,686,478,200				
102	1,200	512,785,200				
MISC 103,109	9	8,696,600				
104	758	583,597,900				
105	70	58,669,700				
111-125	118	465,008,600				
130-32,106	241	19,452,200				
200-231	0		0			
300-393	199			146,942,000		
400-442	26				20,770,900	
450-452	0				0	
CH 61 LAND	0	0	0	0		
CH 61A LAND	0	0	0	0		
CH 61B LAND	1	0	0	3,696,250		
012-043	65	178,973,096	0	32,908,114	960,000	
501	274					4,128,920
502	203					7,932,940
503	0					0
504	4					118,040,400
505	5					6,265,100
506	1					154,700
508	4					1,369,420
550-552	0					0
TOTALS	9,553	6,513,661,496	0	183,546,364	21,730,900	137,891,480
Real and Personal Property Total Value						6,856,830,240
Exempt Parcel Count & Value				425	458,962,690	

FY 2022 LEVY LIMIT	69,288,556
ADD PROP. 2.5%	1,732,214
ADD FY 2023 NEW GROWTH	1,082,547
SUBTOTAL : FY 2023 LEVY LIMIT	72,103,317
FY 2023 DEBT EXCLUSION(S)	1,908,234
FY 2023 MAX. ALLOWABLE LEVY	74,011,551

$$\text{FY 2023 Property Tax Levy} = \frac{74,011,551}{\text{FY 2023 Total Taxable Value } 6,856,830,240} = .0179384$$

$$= \$10.79 + \$0.02 \text{ Senior Circuit Breaker Exemption}$$

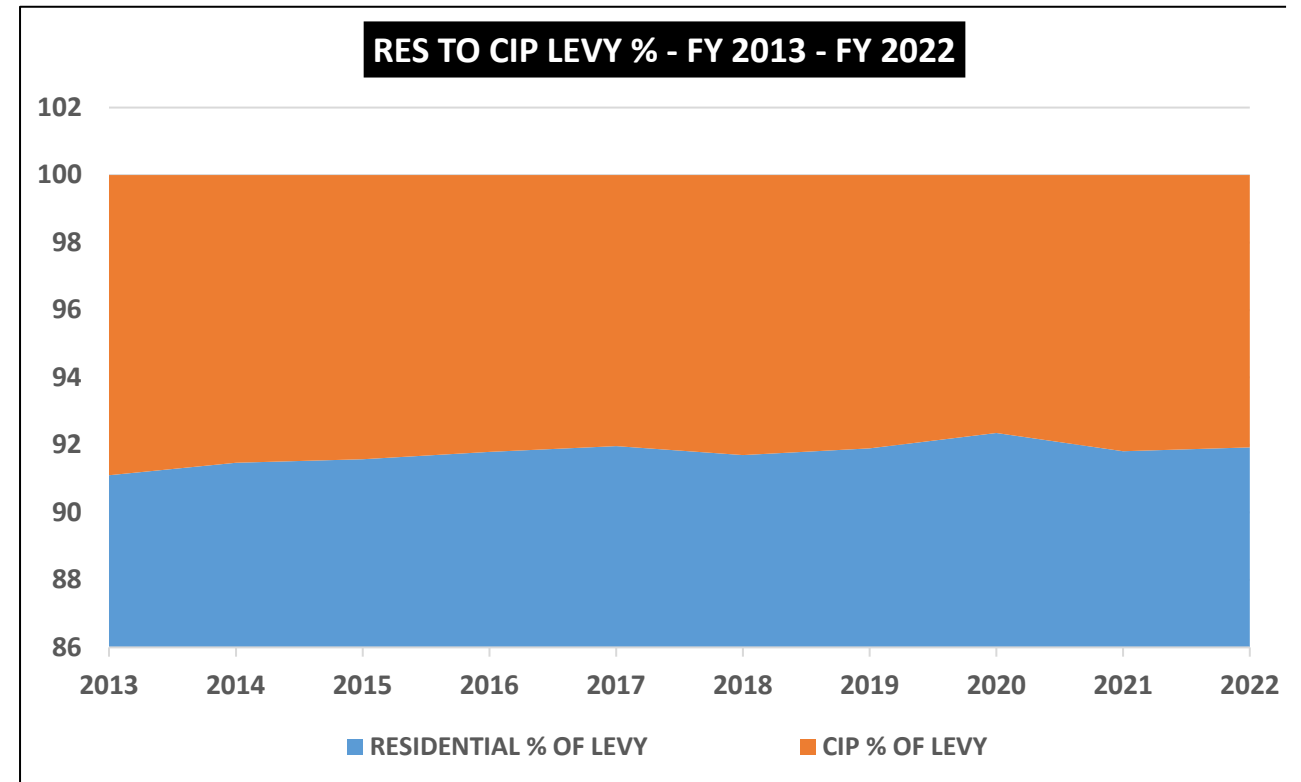
\$10.81 RESIDENTIAL TAX RATE PER \$1,000 OF ASSESSED VALUE IF A FACTOR OF 1 IS SELECTED (NO CIP SHIFT), \$10.79 CIP RATE

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

HISTORICAL LEVY PERCENTAGE BY CLASS

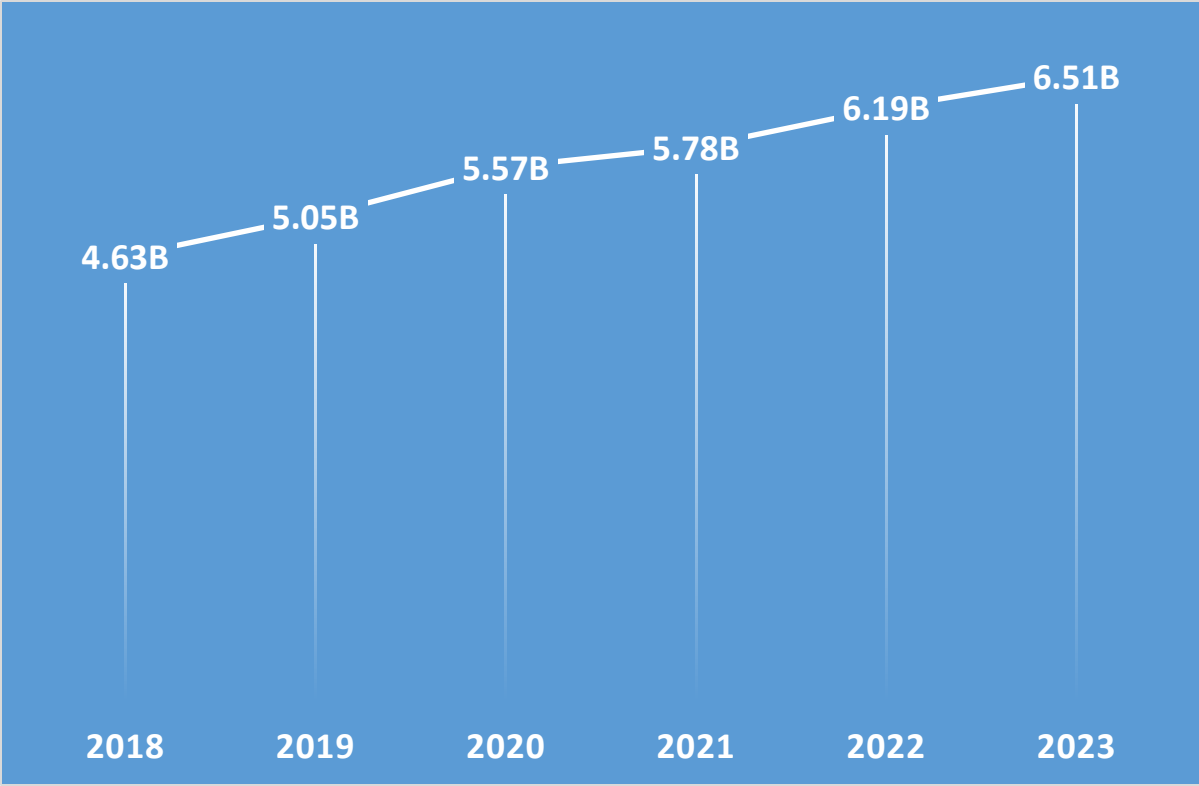
(AFTER SHIFT)

FISCAL YEAR	RESIDENTIAL % OF LEVY	CIP % OF LEVY
2013	91.10	8.90
2014	91.47	8.53
2015	91.58	8.42
2016	91.79	8.21
2017	91.97	8.03
2018	91.70	8.30
2019	91.90	8.10
2020	92.35	7.65
2021	91.81	8.19
2022	91.93	8.07

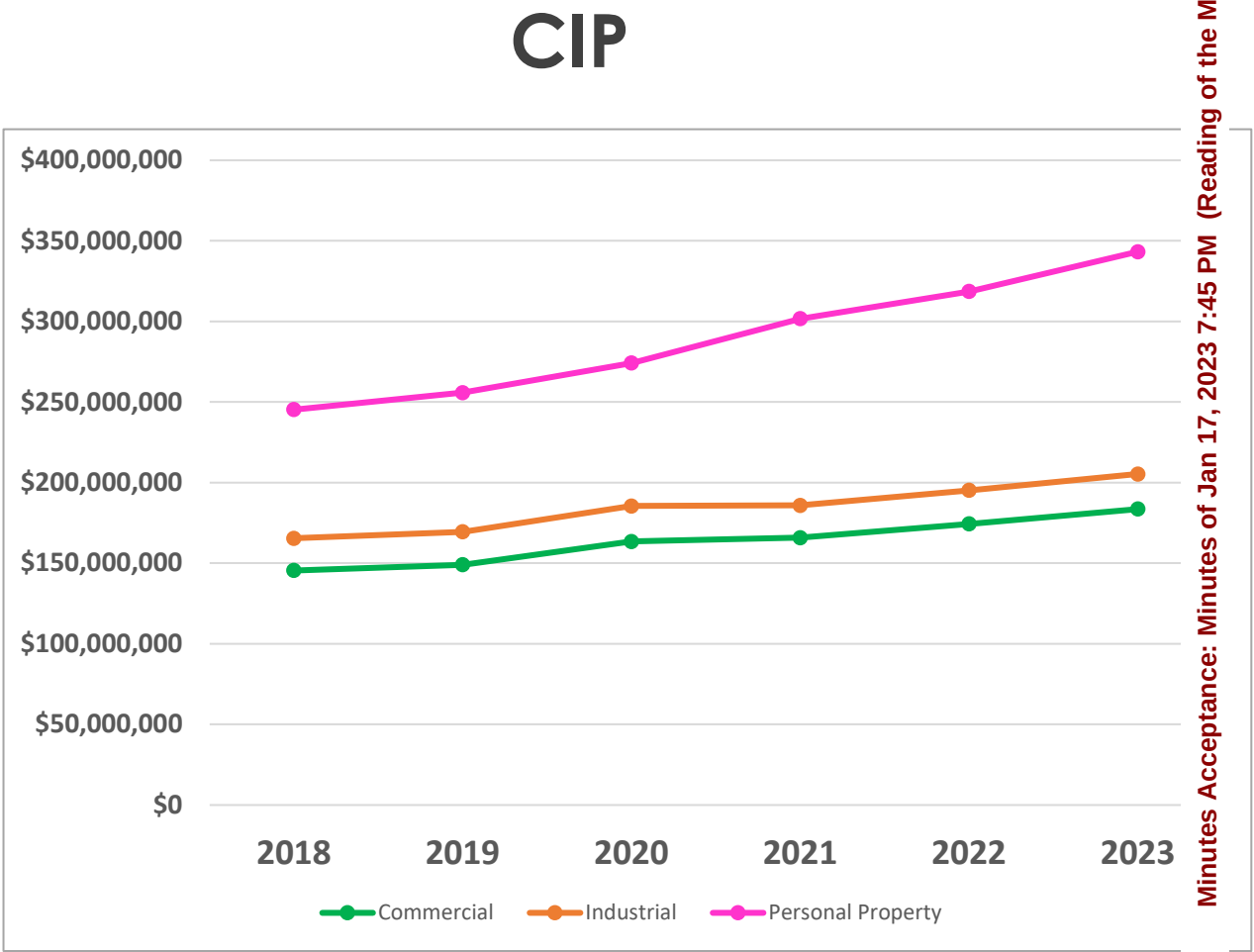


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ASSESSED VALUES BY CLASS FY 2018 –2023



RESIDENTIAL

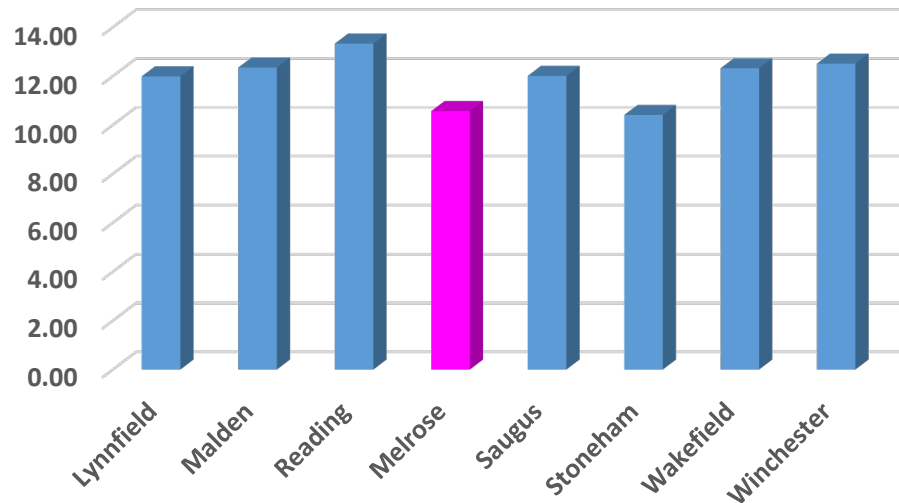


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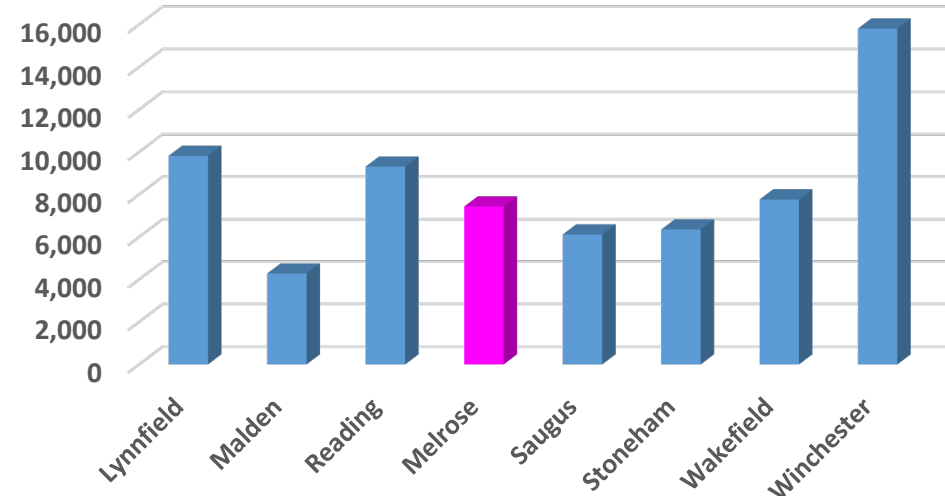
FY2022 SINGLE FAMILY VALUES / TAX RATES

Municipality	Single Family Parcels	Average Single Family Value	Avg Single Family Tax Bill	2022 Res. Tax Rate
Melrose	6,372	703,389	7,435	\$10.57
Malden	5,669	346,376	4,278	\$12.35
Lynnfield	3,871	818,833	9,818	\$11.99
Reading	6,574	698,675	9,313	\$13.33
Saugus	7,230	509,308	6,117	\$12.01
Stoneham	5,139	610,402	6,354	\$10.41
Wakefield	6,250	630,286	7,765	\$12.32
Winchester	5,678	1,264,001	15,813	\$12.51

FY22 Residential Tax Rates

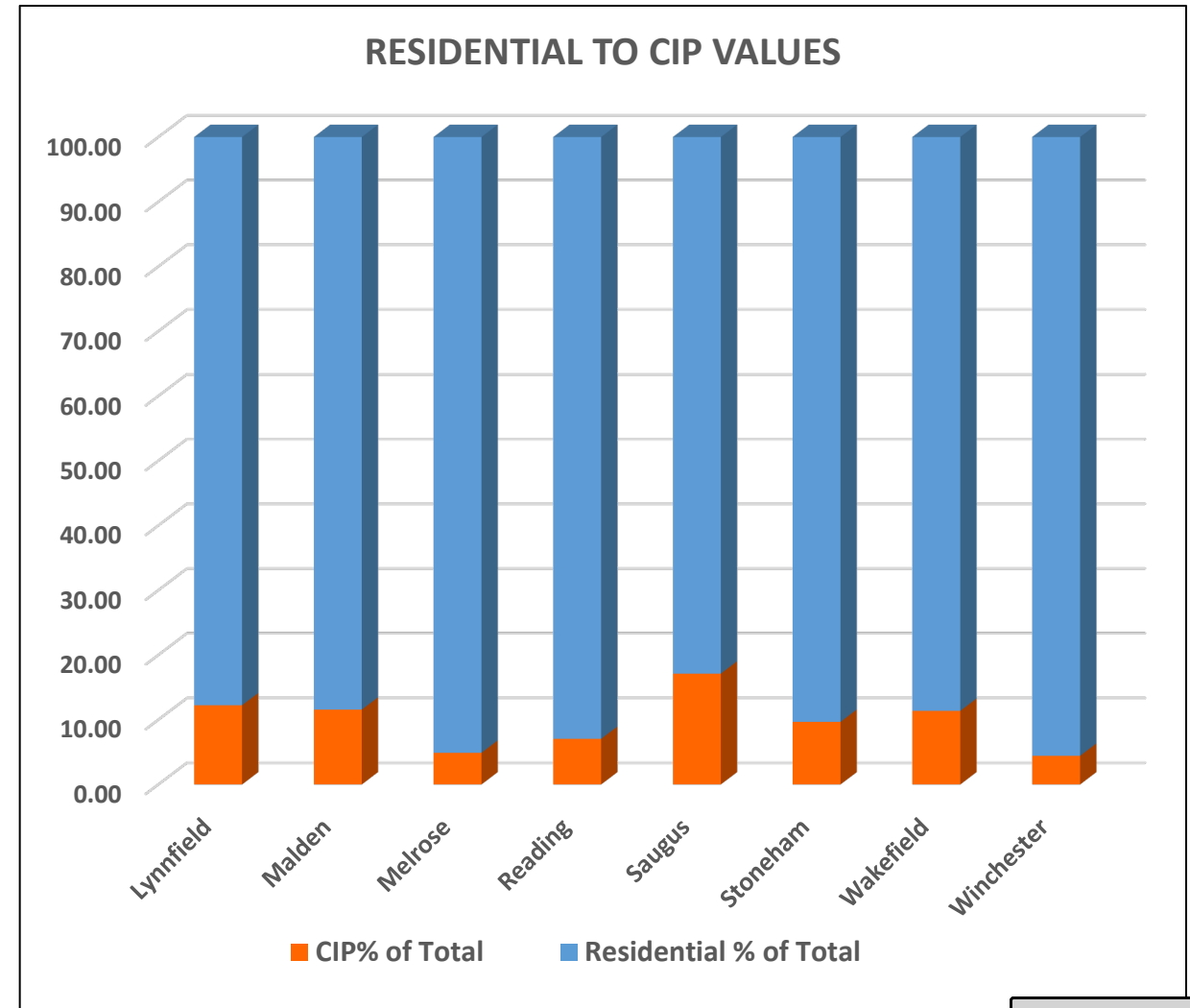


FY22 Avg Single Family Tax Bill



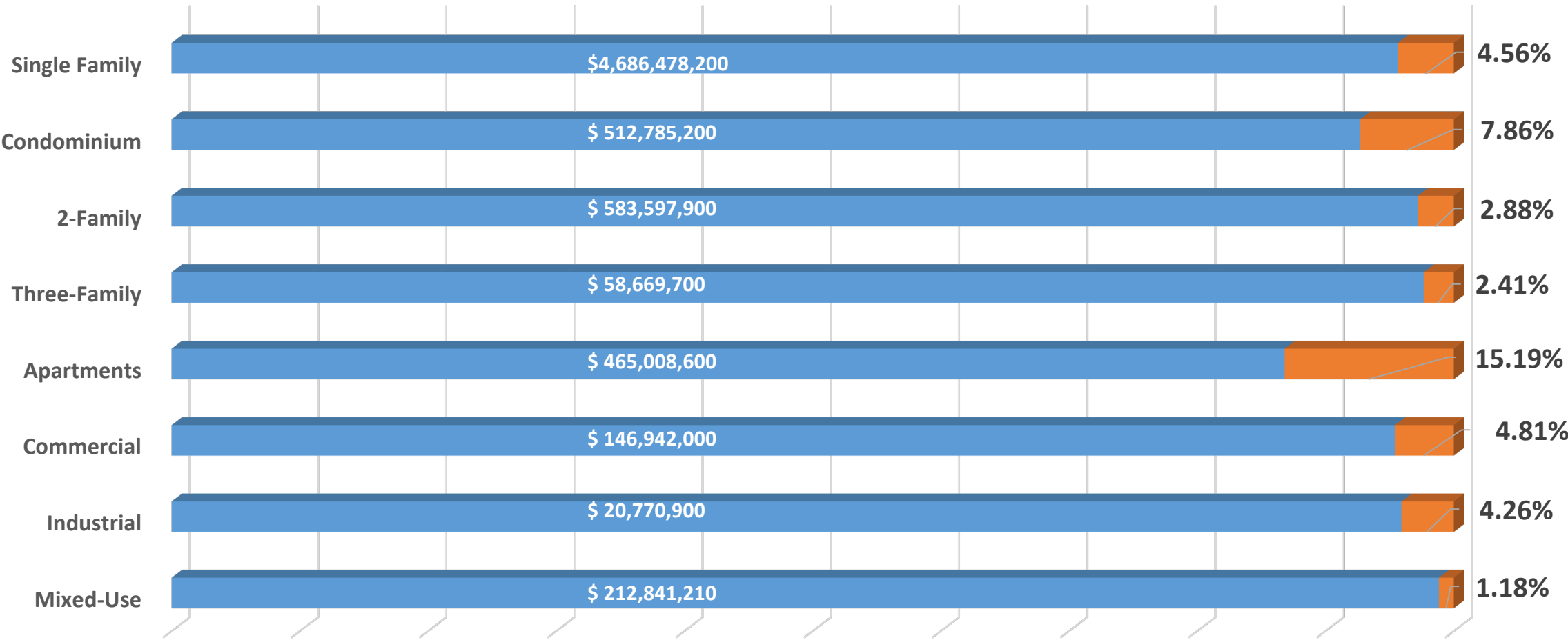
FY22 PEER COMMUNITY RES.TO CIP VALUES

Municipality	R/O% of Total	CIP% of Total	Total Value
Lynnfield	87.76	12.24	3,933,955,812
Malden	88.44	11.56	9,283,128,544
Melrose	95.11	4.89	6,508,565,250
Reading	92.96	7.04	6,199,751,799
Saugus	82.88	17.12	5,664,909,967
Stoneham	90.33	9.67	4,924,386,543
Wakefield	88.63	11.37	6,148,310,749
Winchester	95.57	4.43	8,983,334,147



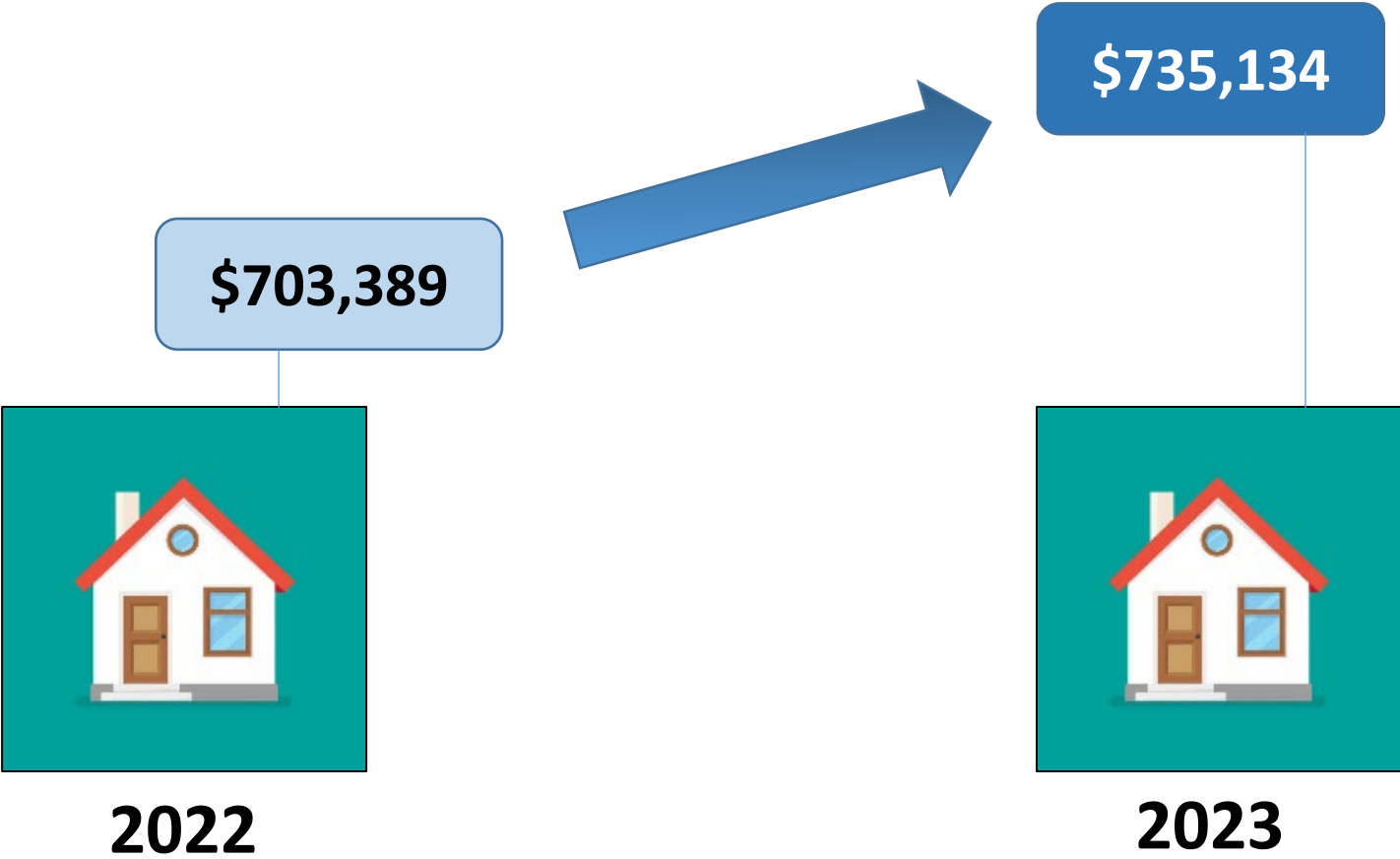
FY23 VALUE CHANGE BY PROPERTY TYPE

FY23 TOTAL VALUE



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AVERAGE SINGLE FAMILY VALUE

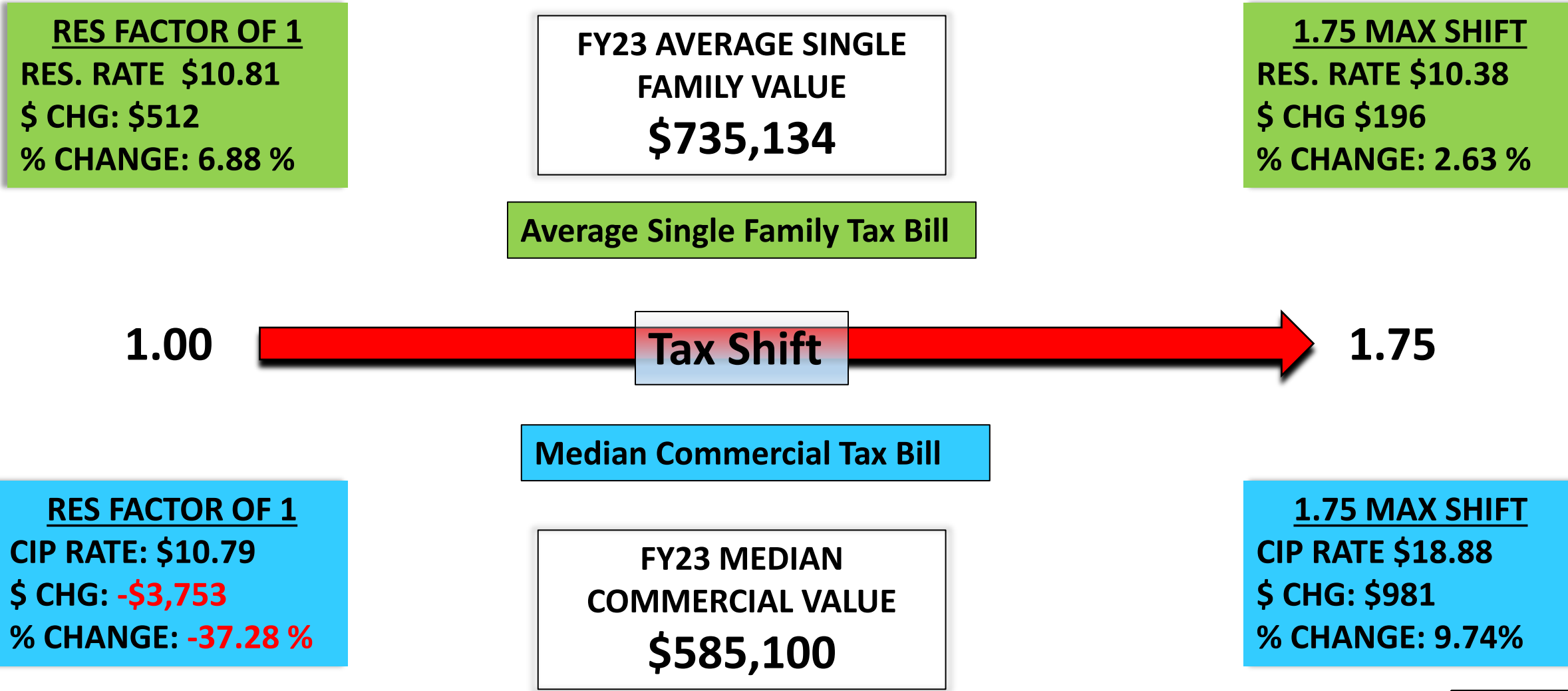


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HISTORICAL RESIDENTIAL FACTOR & SHIFT

Fiscal Year	Lowest Res. Factor Allowed	Max CIP Shift Allowed	Res. Factor Selected	CIP Shift	Avg. Single Family Tax Bill	FY % Chg	FY \$ Chg
2013	0.968032	1.50	0.969311	1.48	\$5,212	2.34%	\$119
2014	0.966526	1.50	0.975899	1.36	\$5,383	3.28%	\$171
2015	0.968472	1.50	0.973516	1.42	\$5,549	3.08%	\$166
2016	0.955969	1.50	0.971820	1.48	\$5,746	3.55%	\$197
2017	0.958322	1.75	0.970826	1.52	\$5,909	2.84%	\$163
2018	0.960291	1.75	0.965587	1.65	\$6,096	3.16%	\$187
2019	0.961998	1.75	0.965545	1.68	\$6,273	2.90%	\$177
2020	0.963075	1.75	0.969000	1.63	\$7,015	11.83%	\$742
2021	0.960822	1.75	0.966100	1.65	\$7,195	2.57%	\$180
2022	0.961407	1.75	0.966600	1.65	\$7,435	3.33%	\$240

TAX RATE SHIFT VARIANCE



Minutes Acceptance: Minutes of Jan 17, 2023 7:45 PM (Reading of the Minutes)

FY23 SHIFT OPTIONS



		AVG SINGLE FAMILY VALUE = \$735,134				MEDIAN COMMERCIAL VALUE = \$585,100			
SHIFT	RES FACTOR	RES RATE	AVG SF TAX BILL	SF \$ CHG	SF % CHG	CIP RATE	MED COM TAX BILL	COM \$ CHG	COM % CHG
1.60	0.968389	\$10.47	\$7,697	\$262	3.52%	\$17.27	\$10,105	\$39	0.38%
1.61	0.967862	\$10.46	\$7,690	\$255	3.42%	\$17.37	\$10,163	\$97	0.96%
1.62	0.967335	\$10.46	\$7,690	\$255	3.42%	\$17.48	\$10,228	\$161	1.60%
1.63	0.966809	\$10.45	\$7,682	\$247	3.32%	\$17.59	\$10,292	\$226	2.24%
1.64	0.966281	\$10.45	\$7,682	\$247	3.32%	\$17.70	\$10,356	\$290	2.88%
1.65	0.965755	\$10.44	\$7,675	\$240	3.23%	\$17.80	\$10,415	\$349	3.46%
1.66	0.965228	\$10.43	\$7,667	\$232	3.13%	\$17.91	\$10,479	\$413	4.10%
1.67	0.964701	\$10.43	\$7,667	\$232	3.13%	\$18.02	\$10,544	\$477	4.74%
1.68	0.964174	\$10.42	\$7,660	\$225	3.03%	\$18.13	\$10,608	\$542	5.38%
1.69	0.963648	\$10.42	\$7,660	\$225	3.03%	\$18.24	\$10,672	\$606	6.02%
1.70	0.963120	\$10.41	\$7,653	\$218	2.93%	\$18.34	\$10,731	\$665	6.60%
1.71	0.962594	\$10.41	\$7,653	\$218	2.93%	\$18.45	\$10,795	\$729	7.24%
1.72	0.962067	\$10.40	\$7,645	\$210	2.83%	\$18.56	\$10,859	\$793	7.88%
1.73	0.961540	\$10.39	\$7,638	\$203	2.73%	\$18.67	\$10,924	\$858	8.52%
1.74	0.961013	\$10.39	\$7,638	\$203	2.73%	\$18.78	\$10,988	\$922	9.16%
1.75	0.960486	\$10.38	\$7,631	\$196	2.63%	\$18.88	\$11,047	\$981	0.740%

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

ALL FY23 SHIFT OPTIONS

SHIFT	RES FACTOR	AVG SINGLE FAMILY VALUE = \$735,134				MEDIAN CIP VALUE = \$585,100				SHIFT	RES FACTOR	AVG SINGLE FAMILY VALUE = \$735,134				MEDIAN CIP VALUE = \$585,100			
		RES RATE	AVG SF TAX BILL	AVG SF \$ CHG	AVG SF % CHG	CIP RATE	MED COM TAX BILL	MED COM \$ CHG	MED COM % CHG			RES RATE	AVG SF TAX BILL	AVG SF \$ CHG	AVG SF % CHG	CIP RATE	MED COM TAX BILL	MED COM \$ CHG	MED COM % CHG
1.00	1.0000	\$10.81	\$7,947	\$512	6.88%	10.79	\$6,313	-\$3,753	-37.28%	1.38	0.9800	\$10.59	\$7,785	\$350	4.71%	14.89	\$8,712	-\$1,354	-13.45%
1.01	0.9995	\$10.80	\$7,939	\$504	6.78%	10.90	\$6,378	-\$3,689	-36.64%	1.39	0.9795	\$10.59	\$7,785	\$350	4.71%	15.00	\$8,777	-\$1,290	-12.81%
1.02	0.9989	\$10.80	\$7,939	\$504	6.78%	11.01	\$6,442	-\$3,624	-36.00%	1.40	0.9789	\$10.58	\$7,778	\$343	4.61%	15.11	\$8,841	-\$1,225	-12.17%
1.03	0.9984	\$10.79	\$7,932	\$497	6.69%	11.11	\$6,500	-\$3,566	-35.42%	1.41	0.9784	\$10.58	\$7,778	\$343	4.61%	15.21	\$8,899	-\$1,167	-11.59%
1.04	0.9979	\$10.79	\$7,932	\$497	6.69%	11.22	\$6,565	-\$3,501	-34.78%	1.42	0.9779	\$10.57	\$7,770	\$335	4.51%	15.32	\$8,964	-\$1,102	-10.95%
1.05	0.9974	\$10.78	\$7,925	\$490	6.59%	11.33	\$6,629	-\$3,437	-34.14%	1.43	0.9773	\$10.57	\$7,770	\$335	4.51%	15.43	\$9,028	-\$1,038	-10.31%
1.06	0.9968	\$10.78	\$7,925	\$490	6.59%	11.44	\$6,694	-\$3,373	-33.50%	1.44	0.9768	\$10.56	\$7,763	\$328	4.41%	15.54	\$9,092	-\$974	-9.67%
1.07	0.9963	\$10.77	\$7,917	\$482	6.49%	11.55	\$6,758	-\$3,308	-32.87%	1.45	0.9763	\$10.55	\$7,756	\$321	4.31%	15.65	\$9,157	-\$909	-9.03%
1.08	0.9958	\$10.76	\$7,910	\$475	6.39%	11.65	\$6,816	-\$3,250	-32.28%	1.46	0.9758	\$10.55	\$7,756	\$321	4.31%	15.75	\$9,215	-\$851	-8.45%
1.09	0.9953	\$10.76	\$7,910	\$475	6.39%	11.76	\$6,881	-\$3,185	-31.64%	1.47	0.9752	\$10.54	\$7,748	\$313	4.21%	15.86	\$9,280	-\$786	-7.81%
1.10	0.9947	\$10.75	\$7,903	\$468	6.29%	11.87	\$6,945	-\$3,121	-31.01%	1.48	0.9747	\$10.54	\$7,748	\$313	4.21%	15.97	\$9,344	-\$722	-7.17%
1.11	0.9942	\$10.75	\$7,903	\$468	6.29%	11.98	\$7,009	-\$3,057	-30.37%	1.49	0.9742	\$10.53	\$7,741	\$306	4.12%	16.08	\$9,408	-\$658	-6.53%
1.12	0.9937	\$10.74	\$7,895	\$460	6.19%	12.09	\$7,074	-\$2,992	-29.73%	1.50	0.9737	\$10.53	\$7,741	\$306	4.12%	16.19	\$9,473	-\$593	-5.89%
1.13	0.9932	\$10.74	\$7,895	\$460	6.19%	12.19	\$7,132	-\$2,934	-29.15%	1.51	0.9731	\$10.52	\$7,734	\$299	4.02%	16.29	\$9,531	-\$535	-5.31%
1.14	0.9926	\$10.73	\$7,888	\$453	6.09%	12.30	\$7,197	-\$2,869	-28.51%	1.52	0.9726	\$10.51	\$7,726	\$291	3.92%	16.40	\$9,596	-\$471	-4.67%
1.15	0.9921	\$10.72	\$7,881	\$446	5.99%	12.41	\$7,261	-\$2,805	-27.87%	1.53	0.9721	\$10.51	\$7,726	\$291	3.92%	16.51	\$9,660	-\$406	-4.03%
1.16	0.9916	\$10.72	\$7,881	\$446	5.99%	12.52	\$7,325	-\$2,741	-27.23%	1.54	0.9716	\$10.50	\$7,719	\$284	3.82%	16.62	\$9,724	-\$342	-3.40%
1.17	0.9910	\$10.71	\$7,873	\$438	5.89%	12.63	\$7,390	-\$2,676	-26.59%	1.55	0.9710	\$10.50	\$7,719	\$284	3.82%	16.73	\$9,789	-\$277	-2.76%
1.18	0.9905	\$10.71	\$7,873	\$438	5.89%	12.73	\$7,448	-\$2,618	-26.01%	1.56	0.9705	\$10.49	\$7,712	\$277	3.72%	16.83	\$9,847	-\$219	-2.17%
1.19	0.9900	\$10.70	\$7,866	\$431	5.80%	12.84	\$7,513	-\$2,553	-25.37%	1.57	0.9700	\$10.49	\$7,712	\$277	3.72%	16.94	\$9,912	-\$155	-1.54%
1.20	0.9895	\$10.70	\$7,866	\$431	5.80%	12.95	\$7,577	-\$2,489	-24.73%	1.58	0.9694	\$10.48	\$7,704	\$269	3.62%	17.05	\$9,976	-\$90	-0.90%
1.21	0.9889	\$10.69	\$7,859	\$424	5.70%	13.06	\$7,641	-\$2,425	-24.09%	1.59	0.9689	\$10.47	\$7,697	\$262	3.52%	17.16	\$10,040	-\$26	-0.26%
1.22	0.9884	\$10.68	\$7,851	\$416	5.60%	13.16	\$7,700	-\$2,366	-23.51%	1.60	0.9684	\$10.47	\$7,697	\$262	3.52%	17.27	\$10,105	\$39	0.38%
1.23	0.9879	\$10.68	\$7,851	\$416	5.60%	13.27	\$7,764	-\$2,302	-22.87%	1.61	0.9679	\$10.46	\$7,690	\$255	3.42%	17.37	\$10,163	\$97	0.96%
1.24	0.9874	\$10.67	\$7,844	\$409	5.50%	13.38	\$7,829	-\$2,238	-22.23%	1.62	0.9673	\$10.46	\$7,690	\$255	3.42%	17.48	\$10,228	\$161	1.60%
1.25	0.9868	\$10.67	\$7,844	\$409	5.50%	13.49	\$7,893	-\$2,173	-21.59%	1.63	0.9668	\$10.45	\$7,682	\$247	3.32%	17.59	\$10,292	\$226	2.24%
1.26	0.9863	\$10.66	\$7,837	\$402	5.40%	13.60	\$7,957	-\$2,109	-20.95%	1.64	0.9663	\$10.45	\$7,682	\$247	3.32%	17.70	\$10,356	\$290	2.88%
1.27	0.9858	\$10.66	\$7,837	\$402	5.40%	13.70	\$8,016	-\$2,050	-20.37%	1.65	0.9658	\$10.44	\$7,675	\$240	3.23%	17.80	\$10,415	\$349	3.46%
1.28	0.9852	\$10.65	\$7,829	\$394	5.30%	13.81	\$8,080	-\$1,986	-19.73%	1.66	0.9652	\$10.43	\$7,667	\$232	3.13%	17.91	\$10,479	\$413	4.10%
1.29	0.9847	\$10.64	\$7,822	\$387	5.20%	13.92	\$8,145	-\$1,922	-19.09%	1.67	0.9647	\$10.43	\$7,667	\$232	3.13%	18.02	\$10,544	\$477	4.74%
1.30	0.9842	\$10.64	\$7,822	\$387	5.20%	14.03	\$8,209	-\$1,857	-18.45%	1.68	0.9642	\$10.42	\$7,660	\$225	3.03%	18.13	\$10,608	\$542	5.38%
1.31	0.9837	\$10.63	\$7,814	\$379	5.10%	14.14	\$8,273	-\$1,793	-17.81%	1.69	0.9636	\$10.42	\$7,660	\$225	3.03%	18.24	\$10,672	\$606	6.02%
1.32	0.9831	\$10.63	\$7,814	\$379	5.10%	14.24	\$8,332	-\$1,734	-17.23%	1.70	0.9631	\$10.41	\$7,653	\$218	2.93%	18.34	\$10,731	\$665	6.60%
1.33	0.9826	\$10.62	\$7,807	\$372	5.01%	14.35	\$8,396	-\$1,670	-16.59%	1.71	0.9626	\$10.41	\$7,653	\$218	2.93%	18.45	\$10,795	\$729	7.24%
1.34	0.9821	\$10.62	\$7,807	\$372	5.01%	14.46	\$8,461	-\$1,606	-15.95%	1.72	0.9621	\$10.40	\$7,645	\$210	2.83%	18.56	\$10,859	\$793	7.88%
1.35	0.9816	\$10.61	\$7,800	\$365	4.91%	14.57	\$8,525	-\$1,541	-15.31%	1.73	0.9615	\$10.39	\$7,638	\$203	2.73%	18.67	\$10,924	\$858	8.52%
1.36	0.9810	\$10.60	\$7,792	\$357	4.81%	14.68	\$8,589	-\$1,477	-14.67%	1.74	0.9610	\$10.39	\$7,638	\$203	2.73%	18.78	\$10,988	\$922	9.16%
1.37	0.9805	\$10.60	\$7,792	\$357	4.81%	14.78	\$8,648	-\$1,418	-14.09%	1.75	0.9605	\$10.38	\$7,631	\$196	2.63%	18.88	\$11,047	\$981	9.81%

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

OPEN SPACE DISCOUNT

- There are no parcels in Melrose currently classified as Open Space.
- Open Space is defined in Massachusetts General Law as:
“Land which is not otherwise classified and which is not taxable under the provisions of 61, 61A or 61B, or taxable under a permanent conservation restriction, and land not held for the production of income but is maintained in an open or natural condition, which contributes significantly to the benefit and enjoyment of the public”.

CLASSIFICATION HEARING TERMS

CIP - Commercial, Industrial, and Personal Property Classes

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

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

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

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

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

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

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

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

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



CITY OF MELROSE

Sarah MacLellan
Chief Assessor

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

To: Honorable City Council
City of Melrose

Date: November 28, 2022

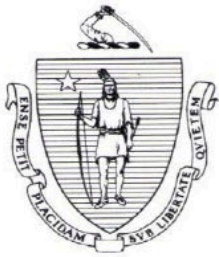
From: Sarah MacLellan, MAA
Chief Assessor

Re: **Council Order # 2023-39; Classification of Property**

There are four local tax policy decisions available during the classification of property and allocation of the tax levy. Under G.L. c. 40, § 56, the City Council is responsible for two of these policy decisions, with approval from the Mayor. The remaining two policy decisions are at the option of the Mayor, with approval from the City Council.

In the presentation materials provided, I have included information relevant only to those decisions before the City Council that require a vote and adoption after the Public Hearing.

Please feel free to contact me with any questions.



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

CHARLES D. BAKER
GOVERNOR

KARYN E. POLITO
LIEUTENANT GOVERNOR

November 15, 2022

Dear Mayor Paul Brodeur,

Congratulations! I am pleased to notify you that the City of Melrose has been awarded a Sustainable Materials Recovery Program grant in the amount of \$15,600. I want to thank you for your commitment to reducing waste and increasing recycling for the benefit of our communities and the environment.

Enclosed you will find further instructions from the Department of Environmental Protection on next steps. Please feel free to contact Janine Bishop at Janine.Bishop@mass.gov if you have any questions.

Governor Charles D. Baker

Lt. Governor Karyn E. Polito

Handwritten signatures of Governor Charles D. Baker and Lieutenant Governor Karyn E. Polito in blue ink.



Commonwealth of Massachusetts
Executive Office of Energy & Environmental Affairs

Department of Environmental Protection

Charles D. Baker
Governor

Karyn E. Polito
Lieutenant Governor

Bethany A. Carr
Secretary

Martin Suuberg
Commissioner

November 15, 2022

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

Dear Mayor Brodeur,

Congratulations! It is my pleasure to inform you that the Massachusetts Department of Environmental Protection (MassDEP) has awarded the City of Melrose Recycling Dividends Program funds under the Sustainable Materials Recovery Program. The City of Melrose has earned 12 points and will receive \$15,600.

The Sustainable Materials Recovery Program (SMRP) was created under 310 CMR 19.300-303 and the Green Communities Act, which directs a portion of the proceeds from the sale of Waste Energy Certificates to recycling programs approved by MassDEP. We are awarding over \$4.2 million in SMRP funding to 270 municipalities and regional groups in this round of funding.

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

To accept your grant award, please sign and return the attached RDP Contract via email before January 15, 2023. After we receive your signed RDP contract, funds will be sent to your community. See the enclosed checklist for further instructions related to your RDP grant. Should you have any questions, please email [Janine Bishop](mailto:Janine.Bishop@mass.gov) at Janine.Bishop@mass.gov.

Thank you for your continued commitment to recycling and waste reduction in Massachusetts.

Sincerely,

Martin Suuberg
Commissioner

cc: Alison Beucler, Environmental Outreach Coordinator

SIGN AND RETURN THIS DOCUMENT TO MASSDEP VIA EMAIL

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

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

The Recycling Dividends Program provides payments to municipalities that have implemented specific programs and policies proven to maximize reuse, recycling and waste reduction. Municipalities receive payments according to the number of criteria points their program earns based on the *2022 Details: Recycling Dividends Program* and number of residents served as described below. RDP provides an incentive for municipalities to improve their recycling programs by implementing best practices and rewards communities with model recycling and waste reduction programs.

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

RESPONSIBILITIES OF THE MUNICIPALITY

1. **Authority:** The Signatory of this RDP Contract is authorized by the governing body of the Municipality to enter into this Contract on behalf of the Municipality and apply for and accept funds on behalf of the Municipality.
2. **Commonwealth Terms and Conditions:** The Municipality shall comply with the Commonwealth Terms and Conditions and other requirements set forth in the Municipality’s executed Master Service Agreement.
3. **Failure to Comply:** If, in the judgment of MassDEP, the Municipality fails to comply with any of its responsibilities identified in this Contract, then, at the election of MassDEP, (a) the Municipality shall repay the RDP funds to MassDEP within 90 days; and/or (b) title to all materials purchased with the RDP funds immediately and without any further steps shall be transferred to MassDEP; and/or (c) MassDEP may find the Municipality not eligible to seek another Sustainable Materials Recovery Program Grant for up to three years. MassDEP may provide written notice to the Municipality of any such failure to comply. Such notice may provide a time period and manner for the Municipality to cease or remedy the failure. Such notice from MassDEP of any such failure by the Municipality is not a precondition to MassDEP’s right to select options (a), (b), and/or (c) above. The Municipality shall follow the instructions of MassDEP regarding possession of the materials purchased with RDP funds. The Parties hereby agree to execute any and all documents necessary to accomplish said transfer. Furthermore, the Municipality shall transfer or arrange to transfer actual possession of said materials to an authorized representative of the Commonwealth of Massachusetts or its designee.
4. **Recycling in Practice:** The Municipality has established paper, bottle and can recycling in all municipal buildings, offices and meeting spaces, including schools. The Municipality shall continue such paper, bottle and can recycling during the term of the RDP Contract.
5. **Notification of Buy Recycled Policy:** The Grantee has established a written policy which promotes a preference for the purchase of recycled products in lieu of non-recycled products and distributes an annual notification of the Buy Recycled Policy, ordinance or by-law to all staff, department heads and employees with purchasing authority. This notice should be sent from the Mayor, Board of Selectmen, Town Manager, Town Administrator, or Chief Purchasing or Procurement Officer; and should include specific language encouraging the purchase of recycled products as it supports municipal recycling collection programs, recycling markets, and supports closed loop recycling. The Grantee shall submit the annual notification to MassDEP on or before February 15th during the term of the Grant. Failure to submit by this deadline will result in the loss of an RDP point.

SIGN AND RETURN THIS DOCUMENT TO MASSDEP VIA EMAIL

6. **RDP Payment Calculation:** MassDEP has calculated the RDP Payment using the table below which shows payment brackets based on the number of households served by the municipal solid waste program and the point value for each bracket. *See Details: Recycling Dividends Program guidance document for additional information on point value.*

RDP Payment Brackets

# of Households that Receive Trash Service Provided by the Municipality	Point Value Basic Level 1-9 pts.	Point Value Advanced Level ≥ 10 pts. or RDP EJ Populations
0 - 1,999	\$245	\$350
2,000 - 4,999	\$420	\$600
5,000 - 7,499	\$770	\$1,100
7,500 - 9,499	\$910	\$1,300
9,500 - 12,499	\$1,260	\$1,800
12,500 - 16,999	\$2,100	\$3,000
17,000 - 24,999	\$2,450	\$3,500
25,000 - 31,999	\$2,800	\$4,000
32,000 - 99,999	\$4,550	\$6,500
100,000 +	\$7,000	\$10,000

7. **Program Criteria:** The Municipality, through its RDP application, certifies that all points earned are for programs that were in place between July 1, 2021 and June 30, 2022 and that these programs fully meet the performance standard set forth in the *2022 Details: Recycling Dividends Program guidance document*.
8. **Use of Funds:** RDP Payments shall be expended on activities and programs listed on the Approved Spending Categories for Recycling Dividends Program and Regional Small Scale Initiative Funds, to enhance the performance of the Municipality's waste reduction programs. Use of a dedicated account is recommended. Funds may be carried over to future years and accumulated to fund a larger eligible expense or project. Planned use of funds shall be noted on the Annual RDP Spending Report. However, MassDEP may delay future RDP payments if municipality is not expending funds.
9. **Record Keeping:** The Municipality shall be responsible for keeping documentation (i.e. proof of purchase in the form of an invoice which lists the vendor name and address, item purchased, item price, number of items purchased and shipping costs if any) by calendar year, of how RDP funds were expended and the remaining balance of RDP funds. MassDEP may conduct record audits to ensure compliance with this Contract.
10. **Reporting:** By February 15th of each year, for the duration of the Contract, the Municipality shall submit the annual Recycling and Solid Waste survey and the RDP Spending Report through its ReTRAC Connect™ account. Submission of the Annual Notification of Buy Recycled Policy as described in condition 5. above is also required. Failure to comply with these reporting requirements will result in the loss of one RDP point and may jeopardize future grant awards and RDP payments.
11. **Environmental Compliance:** The Municipality understands receipt of RDP funds from MassDEP does not in any way imply that the Municipality is in compliance with applicable environmental regulations. This Municipality shall not be construed as, nor operate as, relieving the Municipality or any other person of the necessity of complying with all applicable federal, state, and local laws, regulations and approvals. The Municipality's facility(ies) are subject to inspection at any time by MassDEP and noncompliance with applicable environmental regulations may result in formal enforcement actions, including penalties.
12. **Addendums:** Should MassDEP award additional RDP funds, an addendum to the Contract shall be provided to the Municipality. The same terms and conditions apply to the addendum.

SIGN AND RETURN THIS DOCUMENT TO MASSDEP VIA EMAIL

13. RDP Payment Calculation:

The Municipality's payment has been calculated as follows:

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

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

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

COMMONWEALTH OF MASSACHUSETTS

By: _____

**John Fischer, Deputy Division Director
Bureau of Air and Waste
Department of Environmental Protection**

Date _____

City of Melrose

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

By: _____

Signature

Title

Date _____

Print Name



CITY OF MELROSE

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

6.A.1.c

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

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

MEMORANDUM

To: Mayor Paul Brodeur
Melrose City Council

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

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

Date: November 16, 2022

Re: Mass DEP Recycling Dividends Program Grant

As a result of our annual application to the Massachusetts Department of Environmental Protection, the City of Melrose Department of Public Works Solid Waste and Recycling team is proud to report that we have qualified for and received an award of \$15,600. Due to the efforts of our current Environmental Outreach Coordinator and her predecessor, this is an increase of \$3,900 over last year's award. Congratulations and thank you go to Lisa Scott and especially to Alison Beucler.

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

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

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

We formally request acceptance of this grant award of \$15,600 from the Mass DEP for our Recycling Dividends Program. Funds will be deposited into our Solid Waste and Recycling revolving account that has been set up by the City Auditor. There is no cost or encumbrance required to enter into this agreement and there will be no effect on the FY23 or FY24 Operating Budget.

Minutes Acceptance: Minutes of Jan 17, 2023 7:45 PM (Reading of the Minutes)



Checklist for Recycling Dividends Program Grant Award

This document contains important grant deadlines and requirements

STEP ONE: EXECUTING THE CONTRACT

It is the responsibility of the municipal Recycling Contact to ensure that the RDP Contract is signed by an **individual currently holding one of the Titles** listed on the Authorized Signatory Listing form, which your municipality filed with MassDEP in 2022. If the person(s) listed on the form has changed (for example, a new Mayor has been elected), the municipal official with the same title may sign the RDP Contract and a new Authorized Signatory Listing form **IS NOT REQUIRED**.

Please sign and email the RDP Contract to wilfred.mbah@mass.gov for processing of payment no later than **January 15, 2023 or funds may be forfeited**. Acceptable forms of signature are:

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

STEP TWO: TRACK EXPENDITURES BY APPROVED EXPENSE CATEGORY

- This is not a reimbursement-based grant. Your award payment will be processed as soon as the RDP Contract is returned.
- However, you are required to keep track of approved expenditures, by expense categories. Please review the list of [Approved Spending Categories](#) to determine the appropriate category. Items/activities are listed in the category deemed most appropriate in cases where there is overlap.
- Be prepared to be audited.

STEP THREE: REPORT EXPENDITURES AND REMAINING BALANCE

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

Contact [Wilfred Mbah](#) with any questions.



CITY OF MELROSE

PAUL BRODEUR
Mayor

OFFICE OF THE MAYOR

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

MEMORANDUM

To: City Council President Christopher Cinella
From: Mayor Paul Brodeur
Re: Appointment of Albert Talarico as ISD Director/Building Commissioner
Date: December 5, 2022

It is my pleasure to submit to the Honorable City Council the appointment of Albert (Al) Talarico to serve as the Director of Inspectional Services and Building Commissioner for the City of Melrose. His appointment is effective December 12, 2022.

Mr. Talarico has 23 years of construction and inspectional service experience. For the past seven years he served as the Building Commissioner for the City of Peabody, where he interpreted and enforced the City Zoning Ordinances and worked collaboratively with ZBA, Planning Board, Conservation Commission, Historical Committee, and the City Council on proposed zoning changes and compliance.

In his last role, Mr. Talarico was instrumental in developing new building permit procedures and implementing an online permitting system, which resulted in reduction in office traffic, more efficient customer service experience, and increased revenue. Under his leadership the City of Peabody Inspections Department processed over 5,200 permits annually and collected over \$2.5 million in annual revenue. Continuously looking for ways to improve workflow and processes, he also enacted a receivership program, which provided the City with mechanisms to manage abandoned properties. As a self-described “fan of technology” who believes that “change is inevitable,” in efforts to prepare for the future and transition to paperless operations, he secured a grant to scan and archive all departments plans and files (over 400,000) and make them readily available online.

Mr. Talarico stands out with his emphasis on customer service, clear communication, and building relationships as keys to success. As an immigrant who came to the United States from Italy at a young age, Mr. Talarico understand the value of diversity and equity through his own lived experience, which has taught him to approach others with respect, empathy, and an educational mindset. I am eager to see the great work that Mr. Talarico will accomplish for the City of Melrose as our next ISD Director and Building Commissioner, and I respectfully request your approval of his appointment.

Minutes Acceptance: Minutes of Jan 17, 2023 7:45 PM (Reading of the Minutes)

Albert Talarico

Experience	2015-Present	City of Peabody	Peabody, MA
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Building Commissioner

- Managed Department consisting of eight employees - Office Clerk, ZBA Secretary, Electrical Inspector, Plumbing and Gas Inspector, two local Building Inspectors, Code Enforcement Officer and Weights & Measures Inspector.
- Oversaw, inspected and approved over \$150,000,000 of annual construction work throughout the City.
- Processed over 5200 permits yearly and collected over \$2,500,000 in annual revenue.
- Prepared and submitted annual operating budget comprising over \$600,000.
- Transitioned department from paper-based permitting to fully online cloud-based system (OpenGov).
- Secured a grant totaling \$150,000 through the Community Preservation Committee (CPC) to scan and archive the department's 417,000 plans and files.
- Selected by the State Board of Buildings Regulations and Standards as a Committee Member to revise and update the State's Contractor License Exam in 2018.
- Implemented a receivership program allowing the City the necessary tools to deal with or eliminate blighted properties.
- Reviewed and approved building plans.
- Interpreted and enforced the City's Zoning Ordinances.
- Worked closely with the ZBA, Planning Board, Conservation Commission, Historical Committee and the City Council – advising them on proposed zoning changes or compliance, MGL 40A - Massachusetts State's Zoning law, and construction matters.
- Reviewed and approved all Special Permit Applications to the City Council.
- Met daily with attorneys, architects, engineers, developers, business owners and homeowners to advise them on proposed projects.

2004-2015	City of Revere		Revere, MA
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Chief Building Inspector

- Enforce all provisions of the Massachusetts State Building Code (780 CMR), Architectural Access Board (521 CMR) and City of Revere Zoning Ordinances
- Reviewing, maintaining, and approval of building permits
- Inspection of construction, alterations, reconstruction, repairs, and demolition of any building or structure in the City of Revere
- Supervised and trained new employees
- Developed system to track complaints and resolutions regarding illegal apartments
- Created and implemented all new permitting forms for the Building Department

2003-Present	A. Talarico Remodeling and Construction		Revere, MA
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Owner/Manager

- Founded and managed successful remodeling and construction business catering mainly to residential clients
- Oversee construction projects, including additions, roofing, framing, flooring, decks, siding and finish work
- Maintain bookkeeping, payroll, insurance and budget
- Retain and supervise subcontractors, hire, train and manage employees, including monitoring and evaluating performance
- Balance work schedule between existing jobs and engaging prospective clients, ensure job completion in a timely manner and within budget
- Generate cost estimates and negotiate sales contracts

2002-2003	Encompass Construction		Revere, MA
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Construction Laborer

- Built large and small additions and decks, renovated interior and exterior of homes and apartments
- Poured concrete foundations and footings
- Installed replacement windows, flooring and vinyl and clapboard siding

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2001-2002**Global Construction****Quincy, MA***Masonry Labor Supervisor*

- Supervised a team of six masonry laborers
- Arranged work area for mason, including erecting staging and preparing concrete and cement
- Poured footings and foundations, as well as pointed brick veneer

2001-2003**DeWolfe Realty****Somerville, MA***Part Time Sales Agent*

- Marketed the sale of residential property, including conducting open house sales events, listing property on MLS and in newspapers
- Created sales and marketing materials and prepared market analysis of homes for potential sellers
- Negotiated sales between buyers and sellers, advised clients, drafted Purchase and Sale Agreements, scheduled home inspections and closing dates
- Acted as liaison between clients and mortgage companies, home inspectors, attorneys and other real estate brokers

1996-2001**Tufts Health Plans****Watertown, MA***Business Analyst*

- Developed strategies to streamline daily business requirements for operations department
- Produced reports to provide management with critical decision making information
- Created custom software reporting programs and queries to reduce errors and increase productivity and production
- Conducted monthly and quarterly bad-debt analysis for Operations Department
- Trained staff on software systems and developed curriculum for such training
- Promoted rapidly from *Billing Customer Service* to *Senior Billing Coordinator* to *Business Analyst*

**Education
& Licenses**

- Suffolk University - Business Administration
- Cambridge Rindge & Latin High School – Electrical Major
- Tufts Health Plans Certified Technology Classes - Access, Automating Tables & Queries, Advanced Forms & Reports; MS Excel, Visual Basic for Application and Visual Basic 6.0
- Clark University, CCI - Certification in PC Service and Support: DOS, Microsoft Windows Platforms, Introduction to PC Hardware, Hardware Assembly & Installation, Diagnostic Utilities and PC Troubleshooting, Introduction to Networking, Fundamentals of Network Administration, Advanced Networking, Troubleshooting Applications
- Licensed Real Estate Salesperson - Commonwealth of MA
- Licensed Contractor - Commonwealth of MA
- Certified Building Local Inspector - Commonwealth of MA 2004
- Certified Building Official - Commonwealth of MA 2014

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Albert Talarico

October 25, 2022

Polina Latta
Director – Human Resources
City Hall
526 Main Street,
Melrose, Ma 02176

Dear Polina,

I am interested in the Director of Inspectional Services, Building Commissioner, Zoning Compliance Officer position advertised on the MBCIA website. My resume is enclosed for your review. Given my related experience and excellent capabilities, I would greatly appreciate your consideration for this job opening. I believe my skills are an ideal match for this position.

My Qualifications:

- 23 years of construction and inspectional service experience.
- Strong management skills.
- Instrumental in developing new building procedures.
- Implemented an online permitting system.
- Converted paper documents to PDFs through a scanning project.
- Enacted receivership program.
- Extensive experience with software and Microsoft products.
- Massachusetts Certified Local Inspector (2004).
- Massachusetts Certified Building Official (CBO 2014).
- Massachusetts Licensed Contractor.
- Certification in PC Service and Support from Clark University ICC.
- Excellent interpersonal and communication skills.

I appreciate you taking the time to review my credentials and experience. I look forward to hearing from you.

Sincerely,

Albert Talarico

Minutes Acceptance: Minutes of Jan 17, 2023 7:45 PM (Reading of the Minutes)

MELROSE & WAKEFIELD HEALTH AND HUMAN SERVICES PROPOSAL FOR INCLUSION OF THE TOWN OF STONEHAM

Regionalization Efforts to Form Comprehensive Health Districts

OVERVIEW

The purpose of this proposal is to outline a potential partnership opportunity between the City of Melrose, the Town of Wakefield, and the Town of Stoneham. Under the Massachusetts General Laws Chapter 111 Sections 27A and 27B, cities and towns are authorized to share health agents and to form comprehensive health districts. Melrose and Wakefield have been able to successfully utilize a regional approach to public health by coordinating efforts and pooling resources. The three municipalities under consideration for a partnership share similar demographics and some overlapping community health concerns. The opportunity to expand our regional health and human services department to serve the three municipalities would address several public health goals and potentially be the driver of improved community health. The proposed arrangement would be a cost-saving measure for each municipality without sacrificing services. The expanded workforce capacity would help address environmental health and community health and wellness.

The Objective

- Need #1: The opioid epidemic and mental health crisis remain a top priority as the country adjusts to the endemic stage of the COVID-19 pandemic; new funding sources as well as existing programs and infrastructure can be shared to better provide resources to vulnerable populations (ex. schools, seniors).
- Need #2: Health indicators from the Community Health Needs Assessment show that all three communities share common areas of need, providing an opportunity to work collaboratively and address them efficiently.
- Need #3: The Public Health Excellence Grant supports the efforts of regionalization and sharing of resources, falling in line with Massachusetts goals for public health under Governor Baker.

The Opportunity

- Goal #1: We will be able to maximize grant funds such as the Opioid Abatement funds, Shared Services Grant via MA Public Health Excellence, and Drug Free Communities grant to expand existing programs (ex. Stoneham Coalition for a Safe & Healthy Community, Wakefield Unified Prevention Coalition, Melrose Health and Wellness Coalition) by coordinating amongst the three communities and potentially increase training for public safety departments around harm reduction and prevention.

- Goal #2: Adverse health conditions and social determinants of health experienced by our three communities at a rate more than 5% higher than the Massachusetts average overlap quite significantly. Coordinated education and prevention efforts that address community health factors can have a profound positive impact on overall health of the communities, in addition to our relationship with Tufts Medicine (MelroseWakefield).
- Goal #3: The objective of the Public Health Excellence Grant is to help local health jurisdictions address minimum statutory requirements including inspections, nursing, and data analysis capacity. The State intends to accomplish this by encouraging regionalization and resource sharing. By working with the State, we will be in line for grants in the future, some of which require a larger population served.

The Solution

- Recommendation #1: Establish one regional Melrose, Wakefield, and Stoneham Health and Human Services Department.
- Recommendation #2: Establish one regional Board of Health to account for the needs of all three communities while also streamlining the process.
- Recommendation #3: Establish a leadership team with the Town Administrators, Mayor, Director of Health and Human Services, and Public Safety Directors.

OUR PROPOSAL

Melrose and Wakefield Health and Human Services has a well-established structure and vision for how local public health can positively impact residents of the community. We are an extension of the Massachusetts Department of Public Health, allowing us to address specific issues with more targeted interventions. We are proposing a regional health and human services department to address common areas of need.

Rationale

- Demographic similarities: Compared to the state of Massachusetts as a whole, all three municipalities are predominantly White residents, a smaller foreign-born population, relatively high large percentage of residents with bachelor's degrees, higher median income, and lower unemployment rates.
- Shared health conditions and social determinants of health: Compared to the state of Massachusetts as a whole, all three municipalities have a higher rate of cancer mortality and higher rate of underutilized social services. Other health conditions shared between two communities include higher rates of chronic disease, substance use, and adverse maternal and child health outcomes.

- Shared top 3 causes of death: All three municipalities have the same top 3 causes of death (dementia, lung cancer, and chronic ischemic heart disease).
- Cost-effectiveness and cost-sharing: Each municipality would have access to shared resources, prevent duplication, and staff development funding.

Execution Strategy

To make the transition from two separate public health entities to a regional health and human services department, multiple steps will be necessary to ensure success for each municipality. The experience of having worked closely with City Council and Town Council in Melrose and Wakefield respectively, as well as the two Boards of Health would translate well in this merging of departments and expansion of service coverage.

Technical/Project Approach

The first step in the process would be to perform a needs assessment of the Town of Stoneham as well as the current iteration of the Stoneham Health Department. We would first assess the permits issued by the Town, including food, animals, pools, camps, tobacco, body art, bodywork, temporary food, lodgings, mobile food, septic, wells, and farmers markets. Our next step would be to evaluate the current personnel and appropriate FTEs to gauge if the current resources can fulfill the minimum statutory requirements. Based on the results, we would make a recommendation of potential changes required to move towards meeting our goal.

Instituting a complaint tracking system is paramount to tracking progress and promoting accountability. By establishing a strategic plan and metrics for success, we will be able to determine where the areas of improvement are and how to address them. Program evaluation is a large part of the regional health department philosophy.

Resource mapping and community relationship building are two key areas of interest. Building strong relationships with community groups and organizations that provide services is key to collaboration and potential efforts in pursuing funding opportunities. Resource mapping allows the community to leverage existing resources within the Town as well as surrounding areas.

A detailed analysis of the MelroseWakefield Community Health Needs Assessment as well as the Youth Risk Behavior Survey results will provide us with a starting point for addressing community health concerns.

Resources

Key resources will include Town leadership, including the Town Administrator, Police Chief, Fire Chief, Emergency Management Director, Stoneham Board of Health, and School Administration. Buy-in from Town leadership, schools, and public safety sectors would facilitate a successful transition to a regional approach. The current regional health and human services model works well due in part to the close working relationship we have with the public safety departments in each municipality, as much of the work that we perform is most successful from

a cross-disciplinary approach. Existing personnel and allotted budget are also important resources.

CONCLUSION

From previous experience, the three levels of successful local public health consist of uniform policymaking, education/outreach, and enforcement. The local Boards of Health are crucial in evidence-based policymaking and fair enforcement. Education is dual-pronged; the Boards of Health and the public require tailored approaches to conveying information, which will ultimately affect the final outcomes.

Overall, an opportunity to regionalize public health efforts at the local level is a chance to share resources more effectively, improve quality of service, and streamline processes. We anticipate long term benefits from a partnership between three communities that share similar challenges. With our combined resources and existing programs, we can expand our scope and reach in the community.

Dear Honorable City Council:

The Health and Human Services Department is requesting an amendment to the approved Order 2023-32. The requested change will allow the Mayor to enter into the approved agreement.

The Health and Human Services Department is requesting City Council vote to authorize the Mayor to enter into the proposed intermunicipal agreement with Stoneham and Wakefield to share the services and costs of a common Health and Human Services Department. This agreement will expand the one currently in place with Wakefield wherein Melrose shares resources and personnel to coordinate services between the communities. Per the Law Department, pursuant to M.G.L. c. 40, §4A the Mayor cannot enter into these types of agreements before receiving authorization to do so from City Council. A copy of the attached draft agreement, has been included for your review and consideration.

Health and Human Services Director, Public Health Nurse, and Senior Environmental Health Specialist would be shared between the three municipalities and manage dedicated resources in each department.

Our formalized partnership would put us in position to apply for large scale State and Federal grants, expanding our ability to tackle community issues surrounding health and wellness, substance use prevention, and environmental health.



CITY OF MELROSE

HEALTH DEPARTMENT

Board of Health

Frank Brincheiro, MD
Lillian Kelly, R.N.
Carol Ann Licitra, L.M.H.C.

Health Director

Anthony Chui, MPH

City Hall, 562 Main Street
Melrose, Massachusetts 02176
Telephone - (781)979-4130
health@cityofmelrose.org

Dear Honorable City Council:

The Health and Human Services Department is requesting an amendment to the approved Order 2023-32. The requested change will allow the Mayor to enter into the approved agreement.

The Health and Human Services Department is requesting City Council vote to authorize the Mayor to enter into the proposed intermunicipal agreement with Stoneham and Wakefield to share the services and costs of a common Health and Human Services Department. This agreement will expand the one currently in place with Wakefield wherein Melrose shares resources and personnel to coordinate services between the communities. Per the Law Department, pursuant to M.G.L. c. 40, §4A the Mayor cannot enter into these types of agreements before receiving authorization to do so from City Council. A copy of the attached draft agreement, has been included for your review and consideration.

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Our formalized partnership would put us in position to apply for large scale State and Federal grants, expanding our ability to tackle community issues surrounding health and wellness, substance use prevention, and environmental health.



Kristin Foote
City Clerk

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

562 Main Street
Melrose, Massachusetts 02176
Telephone - (781) 979-4115
Fax - (781) 979-4149

**Renewal Application
Private Livery/Limousine Check List**

Completed Application (PRINT or TYPE Clearly). The application must have a "wet" signature
Contact the Office of Fire Prevention for inspection and obtain approval
Obtain approval of good standing from the Treasurer/Collectors Office
Copy of Current Registration
Completed State Tax ID Form
Completed Worker's Compensation Affidavit (please include a copy of the Declaration page)
Renewal Fee: \$ 75.00, per vehicle make checks payable to City of Melrose

Return no later than April 1, 2023

In accordance with City of Melrose Charter Code Ch. 152 §6, a report of each license renewed under this section shall be made by the City Clerk to the City Council at the regular meeting of the Council next following the granting of such renewal.

Review the current business listing we have on file. Any changes can be made in the updated listing column. By signing below, you are requesting to be granted a renewal of your existing **Private Livery/Limousine License**. In addition, you swear and affirm that the contents of the document are truthful and accurate to the best your knowledge and belief.

	<u>Current listing</u>	<u>Updated listing</u>
Business Name (If applicable)	<u>Pimo Connect</u>	
Applicant Name	<u>SAID TAZGUI</u>	
Business Address	<u>70 East Wyoming Ave #1</u>	
Mailing Address	<u>70 East Wyoming Ave #1 Melrose, MA, 02176</u>	
Name of Manager	<u>SAID TAZGUI</u>	
Location cars will be garaged	<u>Same address</u>	
Telephone Number of Owner	<u>617 335 0460</u>	<u>mssika16@hotmail.com</u>
Email Address of Owner (required)		
24 hour Emergency Contact info	<u>SAID TAZGUI 617 335 0460</u>	

Minutes Acceptance: Minutes of Jan 17, 2023 7:45 PM (Reading of the Minutes)



Kristin Foote
City Clerk

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

562 Main Street
Melrose, Massachusetts 02176
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*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 SAID TAZGUI **Please Print Legibly**

Business/Organization Name: Limo Connect

Address: 70 East Wyoming Ave # 1

City/State/Zip: Melrose, MA, 02176 Phone # 617 335 0460

Are you an employer? Check the appropriate box:

1. I am an employer with ___ 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 _____

City applicants that check 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: PROGRESSIVE

Insurer's Address: 70 East Wyoming Ave # 1

City/State/Zip: Melrose, MA, 02176

Policy # or Self-ins. Lic. # 00703045 Expiration Date: 10-21-2023

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 \$1,5000.00 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: [Signature] Date: 11-10-2022

Phone #: 617 335 0460

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Kristin Foote
City Clerk

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

562 Main Street
Melrose, Massachusetts 02176
Telephone - (781) 979-4115
Fax - (781) 979-4149

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

Renewal Class: **Private Livery Car Service - 1 car**

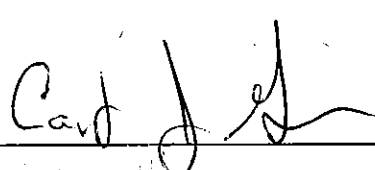
License ID# 2020-68

License Fee: **\$75**

Business Name: Pimo Connect

Located at: 70 East Wyoming Ave #1 Melrose 02176

Expiration date: **April 30, 2024**

Approval: 

Date: 11/10/22

Melrose Fire Department Captain J. Gibson (781-665-0500)

Minutes Acceptance: Minutes of Jan 17, 2023 7:45 PM (Reading of the Minutes)



Kristin Foote
City Clerk

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

562 Main Street
Melrose, Massachusetts 02176
Telephone - (781) 979-4115
Fax - (781) 979-4149

POLICE DEPARTMENT

REPORT OF INVESTIGATION - RELATIVE TO RENEWAL FOR

Renewal Class:

License ID# 2020-68 (Inactive)

License Fee: \$75

Business Name: Pimo connect

Located at: 70 East Wyoming Ave #1 Melrose, MA, 02176

Expiration date: April 30, 2024

Name/DOB Proprietor 1: DOB: 10-18-1969

Name/DOB Proprietor 2:

Approval: H. P. [Signature] Date: 11/10/2022

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MA Reg - LV 85958 OLD

ma Reg LV A4167 New

**CITY OF MELROSE
OFFICE OF THE CITY CLERK****Kristin Foote
City Clerk****562 Main Street
Melrose, Massachusetts 02176
Telephone - (781) 979-4115
Fax - (781) 979-4149****SEALER OF WEIGHTS AND MEASURERS
REPORT OF INVESTIGATION - RELATIVE TO RENEWAL FOR**Renewal Class: **APR**License ID# **2020 -68**License Fee: **\$75**Business Name: **Pimo connect**Located at: **70 East Wyoming Ave #1 Melrose, 02176**

Expiration date:

Approval: Date: **11/15/22****Melrose Building Department (781-979-4135)**

Minutes Acceptance: Minutes of Jan 17, 2023 7:45 PM (Reading of the Minutes)



Kristin Foote
City Clerk

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

562 Main Street
Melrose, Massachusetts 02176
Telephone - (781) 979-4115
Fax - (781) 979-4149

**TAX CERTIFICATION FORM
(Do Not Leave Anything Blank)
License Year: May 1, 2022 - April 30, 2023**

Licensee Name:

limo connect

Physical Address:

70 East Wyoming Ave #1 Melrose

Mailing Address:

70 East Wyoming Ave #1

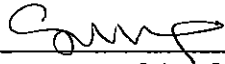
City, State, Zip:

Melrose, MA, 02176

Manager/Business Owner:

SATID TAZGUI

By signing below, I hereby certify under the penalties of perjury that I have, to the best of my 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 Applicant or
Corporate Name*

By: Corporate Office
(Mandatory, if applicable)

84-4261638
Social Security # (voluntary) or
Federal Identification Number**

**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.*

Minutes Acceptance: Minutes of Jan 17, 2023 7:45 PM (Reading of the Minutes)



CERTIFICATE OF REGISTRATION

M.G.L. Chapter 90 Section 24B makes it a crime to alter this Certificate
MASSACHUSETTS DEPARTMENT OF TRANSPORTATION

EXTERNAL CODE LVN		REGISTRATION TYPE Livery Normal		PLATE NUMBER LVA4167		EFFECTIVE DATE 21-Oct-2022		TITLE NUMBER EXPIRES ON		31-Jul-2024	
MODEL YEAR 2021	MAKE CHEV	MODEL SUBURBAN	MODEL NUMBER	BODY STYLE SUV	COLOR BLACK	VEHICLE IDENTIFICATION NUMBER 1GNSKCKD7MR173124					
RESIDENTIAL ADDRESS (IF DIFFERENT THAN MAILING)						TOTAL REGISTERED WEIGHT FOR A COMMERCIAL VEHICLE OR TRAILER					
GARAGE ADDRESS 70 E WYOMING AVE MELROSE MA 02176-4715						US DOT NUMBER FOR COMMERCIAL VEHICLE					
NAME(S) OF OWNER(S) AND MAILING ADDRESS SAID TAZGUI 70 E WYOMING AVE MELROSE MA 02176-4715						INSURANCE COMPANY PROGRESSIVE CASUALTY INSURANCE COMPANY					
LESSEE/IN CUSTODY OF						MAXIMUM SEATING CAPACITY FOR VEHICLES FOR HIRE 7					
SPECIAL MESSAGE If this vehicle is newly acquired, it must be inspected within 7 days of registration.						CHANGE OF ADDRESS ☐ RESIDENTIAL ☐ MAILING ☐ GARAGE					

Important information for vehicle owners

- **Certificate of Registration:** Every person operating a motor vehicle shall have the Certificate of Registration for the motor vehicle and/or trailer, in the vehicle, in some easily accessible place. The records of the RMV constitute the official status of the vehicle registration.
- **Change of Address:** By law, you must report any change of address to the RMV within 30 days. Visit mass.gov/rmv to change your address. Once you have reported the address change to the RMV, please write corrected address in box provided above.
- **No Insurance Card Required:** Massachusetts law does not require an insurance card. M.G.L. Chapter 90, Section 34, and Chapter 175, Section 113A, requires the vehicle's owner to maintain a compulsory motor vehicle liability insurance policy or bond for bodily injury coverage and property damage insurance. The insurer is required by law to electronically notify the Registry of Motor Vehicles if coverage lapses. The vehicle owner is then notified by the RMV to obtain new insurance within 10 days or the registration will be revoked. Bonds are filed with the State Treasurer's Office.
- **Transferring Your Plates:** Massachusetts General Law (M.G.L. Chapter 90, Section 2) allows you to transfer valid registration plates from this vehicle to a newly acquired new or used motor vehicle or trailer while you obtain insurance and a new registration. See the Transferring a Registration Section on the RMV's website at mass.gov/rmv for more information.
- **Cancel the registration plates if:**
 - The vehicle has been sold or junked and the registration is not going to be transferred to another vehicle.
 - You move to another state and you register the vehicle in that state.
 - The insurance policy is not renewed or is cancelled and there is no plan to obtain a new policy.

Skip the Line, Go Online! Visit Mass.Gov/RMV for list of available transactions.



CERTIFICATE OF LIABILITY INSURANCE

DATE (M/D/Y)
10/21/2022

8.1.a

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 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 MANSOUR INSURANC10 380 PLEASANT ST, STE 11 MALDEN MA 02148	CONTACT NAME: CARL MANSOUR PHONE (A/C, No, Ext): 978-278-5339 E-MAIL ADDRESS: MANSOURINSURANCE@GMAIL.COM FAX (A/C, No): 978-587-3706
INSURED LIMO CONNECT INC/ SAID TAZGUI 70 E WYOMING AVE #1 MELROSE MA 02176	INSURER(S) AFFORDING COVERAGE INSURER A: PROGRESSIVE 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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY COMMERCIAL GENERAL LIABILITY CLAIMS-MADE ☐ OCCUR ☐ GEN'L AGGREGATE LIMIT APPLIES PER: POLICY ☐ PRO-JECT ☐ LOC ☐						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 ALL OWNED AUTOS HIRED AUTOS ☒ SCHEDULED AUTOS NON-OWNED AUTOS	X		00703045	10/20/2022	10/20/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 10000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB EXCESS LIAB DED ☐ RETENTION \$ ☐						EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				WC STATUTORY LIMITS ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

2021 CHEVROLET SUBRBAN C1500- VIN # 1GNSKCKD7MR173124
COLLISION DEDUCTIBLE: \$1000
COMP DEDUCTIBLE: \$1000

CERTIFICATE HOLDER

CANCELLATION

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

CARL MANSOUR

[Bill Inquiry \[CITY OF MELROSE v2021 LIVE\]](#) > [Advanced Search](#) > [Browse Bills](#)

[illegible]

Bill Inquiry: Single Bill View [CITY OF MELROSE v2021 LIVE]

chmun01.cityofmelrose.org/prod/munis/gas/app/ua/r/mugwc/arbilinq

Jarvis Retail Reporting tool LEAN Login Connexions bConn... CableWiFi DCE MytransitGuide YouTube Maps Gmail Discover - Card Ser...

Bill Inquiry: Single Bill View [CITY OF MELROSE v2021 LIVE]

Back Search Browse Output Excel Word Email Schedule Attach Map Original Bill Reprint Preferences Scanline

Bill Inquiry [CITY OF MELROSE v2021 LIVE] > Advanced Search > Bill Inquiry: Customer Account View [CITY OF MELROSE v2021 LIVE] > Bill Inquiry: Single Bill View [CITY OF MELROSE v2021 LIVE]

Bill Information

Year	Category	Number	AR Code	Bill Type
2022	MV	23630	MV	R

Notes/Alerts

2021/CHEV

☐ Special Conditions/Notes

☐ View prior unpaid bills

Effective Date

Due 12/05/2022

Billed Item Information

Plate: LVA416/

Owner of record's customer number: 133743

Owner of record's name: TAZGUL, SAID

Customer Information

Customer ID: 133743 [View Bills](#)

TAZGUL, SAID

MELROSE MA 02170-4713

Property Information

Parcel ID: [View Bills](#) [View Source](#)

Reg #: LVA416/

Prop Loc: [View Bills](#) [View Source](#)

Source

Effective Date: 11/28/2022

Processing Date: 11/15/2022

Entry Date/Time: 11/15/2022

Clerk: mverma

Department:

Created by Program:

Bill Run: 5

Commitment:

Journal Information

GL Effective Date: 11/28/2022

Post Date: 11/15/2022

Year/Period/Journal: 2023 5

Installments

Installment	Bill Date	Due Date	Interest Date	Billed	Abt/Adj	Paid	Pmt/Crd	Unpaid	Interest Paid	Interest Due	Total Due
1	11/28/2022	11/28/2022	01/05/2023	225.00	0.00	0.00	0.00	225.00	0.00	0.00	225.00

1 of 3 |< < > >| Installment number.



October 14, 2022

City of Melrose

To Whom It May Concern:

Enclosed please find a petition of NATIONAL GRID covering the installation of underground facilities.

If you have any questions regarding this permit please contact:

If this petition meets with your approval, please return an executed copy to:

National Grid Contact: Vincent LoGuidice; 1101 Turnpike Street; North Andover, MA 01845
Phone 978-725-1392.

Very truly yours,

Bob Coulter
Supervisor, Distribution Design

Enclosures

Minutes Acceptance: Minutes of Jan 17, 2023 7:45 PM (Reading of the Minutes)

Questions contact – Abdel Nabat 781-338-2819

Petition of the Massachusetts Electric Company d/b/a National Grid
Of NORTH ANDOVER, MASSACHUSETTS
For Electric conduit Location:

To City Council of Melrose, Massachusetts

Respectfully represents the Massachusetts Electric Company d/b/a National Grid of North Andover, Massachusetts, that it desires to construct a line of underground electric conduits, including the necessary sustaining and protecting fixtures, under and across the public way or ways hereinafter named.

Wherefore it prays that after due notice and hearing as provided by law, it be granted permission to excavate the public highways and to run and maintain underground electric conduits, together with such sustaining and protecting fixtures as it may find necessary for the transmission of electricity, said underground conduits to be located substantially in accordance with the plan filed herewith marked: Lebanon St - Melrose - Massachusetts.

The following are the streets and highways referred to:

Plan #30668880 Lebanon St - National Grid to install beginning at a point approximately 110 feet northeast of the centerline of the intersection of Lebanon St and Forest St and continuing approximately 12 feet in a northeast direction. Install (1) 2' Conduits 12' +/- from Pole # 1218 on Forest St to an approved Meter Cabinet, for underground Service.

Location approximately as shown on plan attached

Massachusetts Electric Company d/b/a

NATIONAL GRID *Bob Coulter*

BY _____

Engineering Department

Dated: October 14, 2022

Minutes Acceptance: Minutes of Jan 17, 2023 7:45 PM (Reading of the Minutes)

ORDERED:

Notice having been given and public hearing held, as provided by law, that the Massachusetts Electric Company d/b/a National Grid be and it is hereby granted permission to excavate the public highways and to run and maintain underground electric conduits, together with such sustaining and protecting fixtures as said company may deem necessary, in the public way or ways hereinafter referred to, and to make the necessary house connections along said extensions, as requested in petition with said company dated the 14th day of October, 2022.

Said underground electric conduits shall be located substantially in accordance with the plan filed herewith marked – Lebanon St - Melrose - Massachusetts. Plan # 30668880.

The following are the public ways or part of ways along which the underground electric conduits above referred to may be laid:

Lebanon St - National Grid to install beginning at a point approximately 110 feet northeast of the centerline of the intersection of Lebanon St and Forest St and continuing approximately 12 feet in a northeast direction. Install (1) 2' Conduits 12' +/- from Pole # 1218 on Forest St to an approved Meter Cabinet, for underground Service.

I hereby certify that the foregoing order was adopted at a meeting of the
....., held on the day of, 20
....., 20

Received and entered in the records of location orders of the City/Town of
Book Page

Attest:
.....

..... hereby certify that on20....., at o'clock,M
at, a public hearing was held on the petition of
Massachusetts Electric Company d/b/a National Grid for permission to construct the underground
electric conduits described in the order herewith recorded, and that I mailed at least seven days
before said hearing a written notice of the time and place of said hearing to each of the owners of
real estate (as determined by the last preceding assessment for taxation) along the ways or parts of
ways upon which the Company is permitted to construct the underground electric conduits under
said order. And that thereupon said order was duly adopted.

.....
.....
.....

Minutes Acceptance: Minutes of Jan 17, 2023 7:45 PM (Reading of the Minutes)

ORDERED:

Notice having been given and public hearing held, as provided by law, that the Massachusetts Electric Company d/b/a National Grid be and it is hereby granted permission to excavate the public highways and to run and maintain underground electric conduits, together with such sustaining and protecting fixtures as said company may deem necessary, in the public way or ways hereinafter referred to, and to make the necessary house connections along said extensions, as requested in petition with said company dated the 14th day of October, 2022.

Said underground electric conduits shall be located substantially in accordance with the plan filed herewith marked – Lebanon St - Melrose - Massachusetts. Plan # 30668880.

The following are the public ways or part of ways along which the underground electric conduits above referred to may be laid:

Lebanon St - National Grid to install beginning at a point approximately 110 feet northeast of the centerline of the intersection of Lebanon St and Forest St and continuing approximately 12 feet in a northeast direction. Install (1) 2' Conduits 12' +/- from Pole # 1218 on Forest St to an approved Meter Cabinet, for underground Service.

I hereby certify that the foregoing order was adopted at a meeting of the
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....., 20

Received and entered in the records of location orders of the City/Town of
Book Page

Attest:
.....

..... hereby certify that on20....., at o'clock,M
at, a public hearing was held on the petition of
Massachusetts Electric Company d/b/a National Grid for permission to construct the underground
electric conduits described in the order herewith recorded, and that I mailed at least seven days
before said hearing a written notice of the time and place of said hearing to each of the owners of
real estate (as determined by the last preceding assessment for taxation) along the ways or parts of
ways upon which the Company is permitted to construct the underground electric conduits under
said order. And that thereupon said order was duly adopted.

.....
.....
.....

Minutes Acceptance: Minutes of Jan 17, 2023 7:45 PM (Reading of the Minutes)

Abutter's List – WR# 30475605

<u>Address</u>	<u>Owner's Info</u>	<u>Parcel ID#</u>
1) 103 LEBANON ST.	PESCE,JOSEPH R DIANE M PESCE 103 LEBANON ST. MELROSE, MA 02176	E3 0 2B

Minutes Acceptance: Minutes of Jan 17, 2023 7:45 PM (Reading of the Minutes)

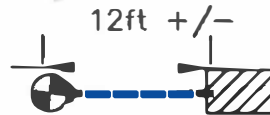
Exhibit A – Not to Scale

The exact location of said Facilities to be established by and upon the installation and erection of the Facilities thereof.



103
Lebanon
St

Sidewalk



P.1218
(EXISTING
N-GRID
POLE)

(METER
CABINET)

(EXISTING
TRAFFIC
SIGNAL
POLE)

Forest Street

WR #: 30668880

UNDERGROUND PETITION



Riser Pole (Existing)

PROPOSED CONDUIT 2-4"

nationalgrid

Scope

Date: 10-14-2022

WORK REQUEST: 30668880

To The: City Of Melrose

For Proposed: Install 2 - 4" PVC Conduit Location: 103 Lebanon St

Drawn By: Abdelwahed Nabat

- NGRID is Petitioning to Install (1) 2" Conduits 12' +/- From Pole# 1218 on Forest St to an Approved Meter Cabinet, for Underground Service.

DISTANCES ARE APPROXIMATE

Minutes Acceptance: Minutes of Jan 17, 2023 7:45 PM (Reading of the Minutes)

**LEGAL NOTICE OF PUBLIC HEARING
CITY OF MELROSE
Monday, December 5, 2022, at 8:00PM
City Council Chamber
City Hall 562 Main St., Melrose**

PET-2023-2: Petition of Massachusetts Electric Company d/b/a National Grid requesting permission to excavate, run and maintain underground electric conduits in accordance with the plan #30668880. National Grid to install beginning approximately 110 ft northeast of the centerline of the intersection of Lebanon St and Forest St and continuing approximately 12 feet in a northeast direction. Installation of (1) 2' conduit 12' +/- from pole #1218 on Forest St to an approved meter cabinet, for underground service.

Kristin Foote
City Clerk

Minutes Acceptance: Minutes of Jan 17, 2023 7:45 PM (Reading of the Minutes)



CITY OF MELROSE

OFFICE OF THE CITY CLERK

KRISTIN FOOTE
CITY CLERK

City Hall, 562 Main Street
Melrose, Massachusetts 0217
Telephone - (781) 979-411
Fax - (781) 665-687

VIA CERTIFIED MAIL

You are hereby notified that the City Council will hold a Public Hearing on

Monday, December 5, 2022, at 8:00 PM

City Council Chambers

City Hall 562 Main Street, Melrose, Ma

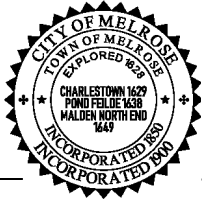
You are hereby invited to be present at the hearing regarding **PET-2023-2: Petition of Massachusetts Electric Company d/b/a National Grid** requesting permission to construct a line of underground electric conduits, including the necessary sustaining and protecting fixtures, under and across the public way or ways and permission to excavate the public highways and to run and maintain underground electric conduits, together with such sustaining and protecting fixtures as it may find necessary for the transmission of electricity, said underground conduits to be located substantially in accordance with the plan filed herewith marked:

Lebanon St –

National Grid to install beginning at a point approximately 110 feet northeast of the centerline of the intersection of Lebanon St and Forest St and continuing approximately 12 feet in a northeast direction. Install (1) 2' Conduits 12' +/- from Pole# 1218 on Forest St to an approved Meter Cabinet, for underground service.
Plan #30668880

Minutes Acceptance: Minutes of Jan 17, 2023 7:45 PM (Reading of the Minutes)

After reviewing the plans, this installation does not look like something that would benefit the IT Dept. If this were a longer stretch of conduit and in the road, it may be worth putting in a shadow conduit.



CITY OF MELROSE

DEPARTMENT OF PUBLIC WORKS

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

Vonnie Reis, P.E.
City Engineer

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

November 18, 2022

To: City Council
Fr: Vonnie Reis, City Engineer

Re: NGRID request for GOL at Forest St.

NGRID Electric filed a petition for a grant of location to install an underground electrical conduit for the new gas regulator pit recently installed at the corner of Lebanon St. and Forest St. Approximately twelve (12) feet of electrical conduit will be installed between an existing utility pole (NGRID #1218) and a meter cabinet, in accordance with a request and plan dated October 14, 2022. I recommend approval with the following conditions noted:

- NGRID shall call Dig Safe and the City's Water and Sewer Department at least 72 hours prior to conducting the work for markout.
- NGRID is responsible for any required police details.
- NGRID shall notify immediate property owners of the start date of the work at least 48 hours in advance. If access to driveways will be restricted, NGRID crews must coordinate with property owners to move vehicles in advance of work.
- The new conduit will be installed under the grass strip adjacent to the sidewalk. Any damage to the sidewalk or curbing shall be repaired in accordance with City of Melrose Construction Standards. If necessary, NGRID crews shall return in the spring of 2023 to reseed the grass strip.
- Any damage to private property shall be promptly repaired by NGRID.

Minutes Acceptance: Minutes of Jan 17, 2023 7:45 PM (Reading of the Minutes)



CITY OF MELROSE

OFFICE OF THE MAYOR

PAUL
BRODEUR
Mayor

City Hall, 562 Main Street
Melrose, Massachusetts 02176
Telephone - (781) 979-4440
Fax - (781) 662-2182

MEMORANDUM

To: Melrose City Council
From: Mayor Paul Brodeur
Re: Beebe Estate Board of Trustees Appointment
Date: December 13, 2022

I respectfully request the Honorable City Council confirm the following Beebe Estate Board of Trustee appointment:

- Sarah Besegai, 52 Stratford Road, to a two-year term, said term to expire on the last day of February 2025.

Ms. Besegai has a proven track record of project management and marketing experience, which includes collections and museum planning and management, community arts and education—all of which are complimentary to the Beebe Estate Board of Trustees' responsibility for managing the historic Beebe Estate.

Some of the highlights from Ms. Besegai's candidacy include overseeing the budgets in her former role William's-Mystic Maritime Studies Program in her capacity as Assistant Director of Administration and Finance as well as in her role most recent role at Lesley University; producing special events such as artists' talks, discussion panels, and film screenings; and successful grant writing in her role at the Griffin Museum of Photography.

Thank you for your consideration.

Minutes Acceptance: Minutes of Jan 17, 2023 7:45 PM (Reading of the Minutes)

Sarah Besegai

52 Stratford Road
Melrose MA 02176



November 30, 2022

Dear Melrose City Hall Volunteer Manager,

I am interested in serving the City and our community as a Board of Trustees member for the Beebe Estate. My professional skills and interests are very much aligned with the goals and focus of the Beebe Estate and of this volunteer position.

I have experience in project management, collections management, museum planning and architecture, community arts, and education. My administrative experience and marketing experience will also prove useful in serving as a custodian to this important landmark and cultural center.

Communication and resourcefulness are some of my key strengths. I get along well with others and thrive on finding resolutions to problems. I am confident that these qualities together with my commitment to the work will be an asset to the Beebe Estate.

My enclosed resume will provide you with more details regarding my qualifications and experience. I know that I can bring much benefit with my experience, educational qualifications and skills and I look forward to putting these towards a good cause. Please contact me by phone or email if you have any questions. I look forward to hearing from you and thank you for your time.

Sincerely,

Sarah Besegai

Minutes Acceptance: Minutes of Jan 17, 2023 7:45 PM (Reading of the Minutes)

Sarah Besegai

Experience

2007-2015

LESLEY UNIVERSITY

CAMBRIDGE, MA

Program Manager for Graduate School of Education

- .. Provided a high-level administrative and operational support for the Teaching, Learning and Leadership department, including: scheduling, staffing, reporting, and communications
- .. Maintained and monitored division budgets; created appropriate reports; processed payments; collected data for preparation of revenue, expense projections, and annual reports

Fall 2009

GRIFFIN MUSEUM OF PHOTOGRAPHY

WINCHESTER, MA

Special Projects Coordinator, Internship

- .. Successful grant writing (\$10,000) for the collaborative community project, *Photosynthesis*
- .. Assisted with the day to day operations, including: ticket, membership, and memorabilia sales; installing shows; shipping and storage of shows
- .. Produced special events, including: artists' talks, discussion panels, and film screenings

2003-2007

VERNER JOHNSON: MUSEUM ARCHITECTS AND PLANNERS

BOSTON, MA

Museum Planner

- .. Worked directly with clients to assess needs, evaluate options, and make recommendations for future growth, including: comprehensive master planning; collection storage planning; facility and space planning; market feasibility studies
- .. Assisted with interviews, surveys, workshops, original research, and writing
- .. Wrote and produced materials, including: interview summaries, workbooks, and reports
- .. Responsible for writing, design, and production of all submittals of qualification and promotional materials

1998-2003

WILLIAMS-MYSTIC MARITIME STUDIES PROGRAM

MYSTIC, CT

Assistant Director of Administration and Finance

- .. Performed fundamental program management, including: overseeing schedules, itineraries, calendars, communications, accreditations, and annual reports; planning special events; managing facilities; coordinating student registration, orientation, and graduation
- .. Oversaw program budget, including: setting and meeting annual budget of \$600,000; preparing cost forecasts; reviewing and administering student financial aid; collecting student tuition
- .. Proudly served as a liaison between the college and museum community

1998-1999

WILLIAMS-MYSTIC MARITIME STUDIES PROGRAM

MYSTIC, CT

Assistant Director of Admissions and Recruitment

- .. Designed, produced, and distributed all recruitment materials
- .. Presented at more than 35 informational meetings at colleges and universities across the United States
- .. Fostered positive community relations with college professors, administrators, and students
- .. Chaired the admissions committee; lead discussions; evaluated applications; established and maintained a recruitment database

1997-1998

HISTORIC NEW ENGLAND

BOSTON, MA

Museum Cataloguer

- .. Catalogued an extensive collection of American art and artifacts for the Marsh-Billings-Rockefeller National Historic Park in Woodstock, VT
- .. Completed major inventory, including: researching, documenting, cleaning, repairing, labeling, storing, and exhibiting objects
- .. Participated in collections management training provided by both Historic New England and The National Park Service

Education

LESLEY UNIVERSITY

CAMBRIDGE, MA

Master of Education: Arts, Community, and Education

MOUNT HOLYOKE COLLEGE

SOUTH HADLEY, MA

Bachelor of Arts in American Studies with Concentration in Art History; Minor in English

Interests and Activities

I am a project manager, administrator, planner, organizer, teacher, and learner.

COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM



6.A.3.a

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:(and d/b/a): MELROSE, City of		COMMONWEALTH DEPARTMENT NAME: Massachusetts Emergency Management Agency (MEMA)	
Legal Address: (W-9, W-4): 562 MAIN STREET MELROSE MA 02176-3142		Business Mailing Address: 400 Worcester Rd, Framingham, MA 01702	
Contract Manager: Allan Alpert	Phone: 617-828-2222	Billing Address (if different): same	
E-Mail: aalpert@cityofmelrose.org		Contract Manager: Barbara Stachelek	Phone: 508-820-1407
Contractor Vendor Code: VC6000192116		E-Mail: EM.Grants@mass.gov	Phone:
Vendor Code Address ID (e.g. "AD001"): (Note: The Address ID must be set up for EFT payments.)		MMARS Doc ID(s): FY23EMPG2200000MELRO	
		RFR/Procurement or Other ID Number: FFY2022EMPG	
X NEW CONTRACT PROCUREMENT OR EXCEPTION TYPE: (Check one option only) Statewide Contract (OSD or an OSD-designated Department) Collective Purchase (Attach OSD approval, scope, budget) X Department Procurement (includes all Grants - 815 CMR 2.00) (Solicitation Notice or RFR, and Response or other procurement supporting documentation) Emergency Contract (Attach justification for emergency, scope, budget) Contract Employee (Attach Employment Status Form, scope, budget) Other Procurement Exception (Attach authorizing language, legislation with specific exemption or earmark, and exception justification, scope and budget)		CONTRACT AMENDMENT Enter Current Contract End Date Prior to Amendment: _____ Enter Amendment Amount: _____ AMENDMENT TYPE: (Check one option only. Attach details of amendment changes.) Amendment to Date, Scope or Budget (Attach updated scope and budget) Interim Contract (Attach justification for Interim Contract and updated scope/budget) Contract Employee (Attach any updates to scope or budget) Other Procurement Exception (Attach authorizing language/justification and updated scope and budget)	
The Standard Contract Form Instructions, Contractor Certifications and the following Commonwealth Terms and Conditions document is incorporated by reference into this Contract and are legally binding: (Check ONE option): X Commonwealth Terms and Conditions Commonwealth Terms and Conditions For Human and Social Services			
COMPENSATION: (Check ONE option): The Department certifies that payments for authorized performance accepted in accordance with the terms of this Contract will be supported in the state accounting system by sufficient appropriations or other non-appropriated funds, subject to intercept for Commonwealth owed debts under 815 CMR 9.00. Rate Contract. (No Maximum Obligation) Attach details of all rates, units, calculations, conditions or terms and any changes if rates or terms are being amended.) X Maximum Obligation Contract. Enter total maximum obligation for total duration of this contract (or new total if Contract is being amended). \$ 6,500.00			
PROMPT PAYMENT DISCOUNTS (PPD): Commonwealth payments are issued through EFT 45 days from invoice receipt. Contractors requesting accelerated payments must identify a PPD as follows: Payment issued within 10 days % PPD; Payment issued within 15 days % PPD; Payment issued within 20 days % PPD; Payment issued within 30 days % PPD. If PPD percentages are left blank, identify reason: agree to standard 45 day cycle statutory/legal or Ready Payments (M.G.L. c. 29, § 23A); X 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: Funding for this grant is provided via a Federal Fiscal Year 2022 Emergency Management Performance Grant (EMPG), CFDA #97.042 and has a required dollar-for-dollar match. Funds may only be used for activities outlined in the subrecipient's approved FFY2022 application and in accordance with attached Federal Terms and Conditions, and MEMA Special Conditions and Reporting Requirements.			
ANTICIPATED START DATE: (Complete ONE option only) The Department and Contractor certify for this Contract, or Contract Amendment, that Contract obligations: X 1. may be incurred as of the Effective Date (latest signature date below) and no obligations have been incurred prior to the Effective Date. 2. may be incurred as of _____, 20____, a date LATER than the Effective Date below and no obligations have been incurred prior to the Effective Date. 3. were incurred as of _____, 20____, a date PRIOR to the Effective Date below, and the parties agree that payments for any obligations incurred prior to the Effective Date are authorized to be made either as settlement payments or as authorized reimbursement payments, and that the details and circumstances of all obligations under this Contract are attached and incorporated into this Contract. Acceptance of payments forever releases the Commonwealth from further claims related to these obligations.			
CONTRACT END DATE: Contract performance shall terminate as of June 30, 2023, with no new obligations being incurred after this date unless the Contract is properly amended, provided that the terms of this Contract and performance expectations and obligations shall survive its termination for the purpose of resolving any claim or dispute, for completing any negotiated terms and warranties, to allow any close out or transition performance, reporting, invoicing or final payments, or during any lapse between amendments.			
CERTIFICATIONS: Notwithstanding verbal or other representations by the parties, the "Effective Date" of this Contract or Amendment shall be the latest date that this Contract or Amendment has been executed by an authorized signatory of the Contractor, the Department, or a later Contract or Amendment Start Date specified above, subject to any required approvals. The Contractor certifies that they have accessed and reviewed all documents incorporated by reference as electronically published and the Contractor makes all certifications required under the Standard Contract Form Instructions and Contractor Certifications under the pains and penalties of perjury, and further agrees to provide any required documentation upon request to support compliance, and agrees that all terms governing performance of this Contract and doing business in Massachusetts are attached or incorporated by reference herein according to the following hierarchy of document precedence, this Standard Contract Form, the Standard Contract Form Instructions, Contractor Certifications, the applicable Commonwealth Terms and Conditions, the Request for Response (RFR) or other solicitation, the Contractor's Response, and additional negotiated terms, provided that additional negotiated terms will take precedence over the relevant terms in the RFR and the Contractor's Response only if made using the process outlined in 801 CMR 21.07 , incorporated herein, provided that any amended RFR or Response terms result in best value, lower costs, or a more cost effective Contract.			
AUTHORIZING SIGNATURE FOR THE CONTRACTOR: X: <u>[Signature]</u> Date: <u>10/10/22</u> (Signature and Date Must Be Handwritten At Time of Signature) Print Name: <u>Paul A. Brodeur</u> Print Title: <u>Mayor</u>		AUTHORIZING SIGNATURE FOR THE COMMONWEALTH: X: <u>[Signature]</u> Date: <u>11/28/22</u> (Signature and Date Must Be Handwritten At Time of Signature) Print Name: <u>David Mahr</u> Print Title: <u>Chief Administrative Officer</u>	

CASL

COMMONWEALTH OF MASSACHUSETTS
CONTRACTOR AUTHORIZED SIGNATORY LISTING

CONTRACTOR LEGAL NAME	City of Melrose
CONTRACTOR VENDOR/CUSTOMER CODE	VC6000192116

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

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

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

AUTHORIZED SIGNATORY NAME	TITLE
Paul A. Brodeur	Mayor

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

Signature		Date	11/10/22
Printed Name	Paul A. Brodeur		
Title	Mayor	Phone	781-979-4442
Email	pbrodeur@cityofmelrose.org	Fax	781-662-2182

Minutes Acceptance: Minutes of Jan 17, 2023 7:45 PM (Reading of the Minutes)

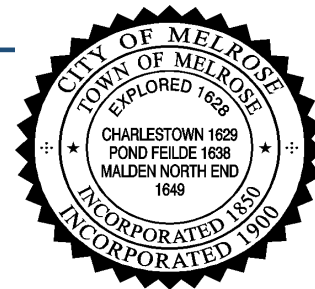


City of Melrose

Emergency Management

562 Main Street
Melrose, MA 02176
781-979-4411

aalpert@cityofmelrose.org



Allan I. Alpert
Director

DATE: December 13, 2022

TO: The Honorable Mayor and City Council
FROM: Director Allan I. Alpert
SUBJECT: Emergency Management Performance Grant Acceptance

I respectfully request the acceptance of the Emergency Management Performance Grant (EMPG) that I applied for to the Massachusetts Emergency Management Agency (MEMA).

Over the past two years, with EMPG and HMEP (Hazardous Material Emergency Preparedness) Grant funding, the EOC/Training Center is once again becoming an Emergency Operations Center (EOC) and a training center with new fire, police and emergency management radios, new computers, monitors, tables, and chairs.

When the communications component is complete, the center can be used for fire and police dispatch training and certification and as a backup for fire and police dispatch operations should they have a power loss or evacuate their building.

During an emergency event, the EOC is a location from which centralized "emergency management" is performed. This includes but not limited to, radio communications with fire, police, our regional and state partners. The use of MEMA's Web EOC for instant communications with them, utilities, National Weather, and the news media.

During non-emergency or planned events, the EOC can be used as a communications hub. Event related communications for fire, police, and other agencies, would be coordinated at the EOC, thus reducing non-emergency, event related communications for FD & PD dispatch centers. The grant will be used to replace three old tables and 5 chairs as well as any other equipment needed to make this center a self-supporting operation. EOC operations are strongly supported by FEMA. During the height of COVID, EOC operations were 100% reimbursable 24 hours a day.

Thank you.

Director Alpert

Emergency Management
It's about TEAMWORK!

Minutes Acceptance: Minutes of Jan 17, 2023 7:45 PM (Reading of the Minutes)

David Thimble

CEO & President, CaLex Company, LLC

94 Crescent Avenue
Melrose, MA 02176

SELECT EXPERIENCE

CaLex Company, Melrose — CEO & President

JANUARY 2010 - PRESENT

Customer highlight - Brigham & Women's Hospital: fire door inspections, the supply and install of fire-rated doors and enclosures, ad hoc cabinetry

Ken Vona Construction (KVC), Waltham — Cabinet Shop Supervisor

JANUARY 2003 - JANUARY 2010

Dave Hunter Construction, Lexington — Cabinet Shop Supervisor

JANUARY 1998 - JANUARY 2003

Architectural Designs, Wakefield — CEO & President

JANUARY 1993 - JANUARY 1998

Architectural Openings, Somerville — Lead Cabinetmaker

JANUARY 1990 - JANUARY 1993

Unique Woodworking, Woburn — CEO & President

JANUARY 1982 - JANUARY 1990

EDUCATION

Northeast Metro Tech, Wakefield — Cabinet Making

SEPTEMBER 1972 - JUNE 1976

SELECT PROJECTS

Custom furniture — dining room set

Custom dining room table for Rowe's Wharf, Boston residential condominium

Bars & restaurants — Refurbishments/build outs

Location highlights: Cask & Flagon, Boston; Thackerays Restaurants, Woburn & Waltham; Tavern on the Water, Charlestown; Jillian's, Boston

USS Constitution — Restoration Project

Junior year of cabinetry program was afforded the opportunity to restore parts of the *USS Constitution* while the ship was drydocked. Worked primarily to replace and restore the transom windows at the stern of the vessel.

SKILLS

- Cabinetry/furniture making and restoration
- Project management of high-end residential projects
- Furniture finishing, color-matching and repair



PAUL
BRODEUR
Mayor

CITY OF MELROSE

OFFICE OF THE MAYOR

City Hall, 562 Main Street
Melrose, Massachusetts 02176
Telephone - (781) 979-4440
Fax - (781) 662-2182

MEMORANDUM

To: Melrose City Council
From: Mayor Paul Brodeur
Re: Beebe Estate Board of Trustees Appointment
Date: December 13, 2022

I respectfully request the Honorable City Council confirm the following Beebe Estate Board of Trustee appointment:

- David Thimble, 94 Crescent Avenue, to a two-year term, said term to expire on the last day of February 2025.

Some highlights of Mr. Thimble's candidacy include serving on a restoration team for the USS Constitution's restoration project and serving as CEO and President of an architectural designs business.

Mr. Thimble's foremost intentions with the Board of Trustees include utilizing his architectural knowledge as well as his restoration experience and skills to assist and augment the efforts of the Board of Trustees in maintaining the historical integrity and general upkeep of the estate.

Thank you for your consideration.

Minutes Acceptance: Minutes of Jan 17, 2023 7:45 PM (Reading of the Minutes)



PAUL
BRODEUR
Mayor

CITY OF MELROSE

OFFICE OF THE MAYOR

City Hall, 562
Main Street Melrose,
Massachusetts 02176
Telephone - (781) 979-4440
Fax - (781) 662-2182

MEMORANDUM

To: Melrose City Council
From: Mayor Paul Brodeur
Re: Conservation Commission Appointment
Date: December 13, 2022

I respectfully request the Honorable City Council confirm the following Conservation Commission appointment:

- Charles McCabe, 14 Orient Ave, to a three-year term, said term to expire on the last day of February 2026. Mr. McCabe's appointment replaces the term of Eugenia Gibbons, whose term is set to expire on the last day of February 2023.

In addition to holding a master's degree in urban placemaking, highlights of Mr. McCabe's candidacy include serving as executive director of a national research collaborative where he focuses on urban parks, urban public spaces, trails, programming, events, and community outreach, and advises public and non-profit parks and open spaces agencies on a range of planning, advocacy, and more.

Mr. McCabe intends to use his vast experience noted above and throughout his resume to assist the current members of the Conservation Commission in promoting and developing the natural resources in Melrose as well as advocating for the protection of our watershed resources.

Thank you for your consideration.

Minutes Acceptance: Minutes of Jan 17, 2023 7:45 PM (Reading of the Minutes)

Hello,

My name is Charlie McCabe, I live at 14 Orient Avenue and I'm interested in applying for one of advertised openings on the Conservation Commission. I am interested in either the full or associate member positions and have familiarity with conservation, watershed protection and water quality regulations in both professional as well as volunteer roles. I'd be honored to serve the city.

By day, I'm a parks, open space and placemaking consultant, I have a sole-proprietor LLC based here in Melrose. Prior to becoming a full-time consultant in the summer of 2019, I worked for a number of parks nonprofit organizations in Austin, TX, Boston, MA and New York City in a wide variety of roles. I volunteer regularly with the Rose Kennedy Greenway in Boston, the Mystic River Watershed Association, and Friends of the Fells/Middlesex Fells Reservation. I've attached my current resume, you can also review my work at www.charliemccabe.co (I also earned a Masters Degree in Urban Placemaking and Management from Pratt Institute in February 2017.)

I moved to Melrose in late February 2021, having lived in Arlington, MA for a half dozen years. I was pleased to serve for a term on the Community Preservation Act (CPA) committee there, working with a group of volunteers to review and recommend CPA projects to the Town via the annual town meeting for approval from 2018 through 2021. I have been volunteering with the Melrose Bike/Pedestrian Committee (since I moved here) and have been walking/checking some of the smaller Conservation holdings in the northern edge of the city as well (since late last year).

I would love to apply my skills and knowledge in serving on the Conservation commission in Melrose. I Thank you for your consideration and please let me know if I can answer any questions.

Yours truly,

Charlie McCabe
14 Orient Avenue
Melrose, MA 02176

Minutes Acceptance: Minutes of Jan 17, 2023 7:45 PM (Reading of the Minutes)

Charlie McCabe
14 Orient Avenue, Melrose, MA 02176

Parks, open space, and placemaking consultant with extensive experience in public-private partnerships, programming, fundraising, project management, and community outreach. Master's degree in urban placemaking. Former parks non-profit executive director and director of a national research collaborative, with a focus on urban parks, urban public spaces, trails, programming, events, and community outreach. Extensive experience in a Fortune 100 company as a director, project leader, and technical support specialist.

Work Experience

*Parks, Open Space, and Placemaking Consultant, **Charlie McCabe Consulting LLC**, Melrose, MA*

July 2019 – present

- Advise public and non-profit parks and open space agencies on a range of planning, advocacy, analysis, programming, placemaking, funding, and operations efforts. Services include benchmarking, research, and analysis of park resources across the country. Clients include Central Park Conservancy (Institute for Urban Parks – multiple grantees through Partnerships Lab program), Google/LendLease, Bloomberg Associates (multiple grantees), Public Workshop/The City of Austin, and Salt Lake City Corporation. Past clients include The Trust for Public Land (July 2019-February 2021) Pro-bono clients include Bike to the Sea, Inc., the Emerald Necklace Conservancy, and the Dennis Conservation Land Trust. (Prior to 2/28/21, I was based in Arlington, MA)

*Director, Center for City Park Excellence, **The Trust for Public Land**, Boston, MA*

January 2017 – June 2019 (non-profit organization)

- Managed the research and publishing of annual report (*City Park Facts* – tpl.org/2020-city-park-facts) and annual ranking of public park systems (parkscore.tpl.org) in the 100 largest US Cities, as well as special reports and research for TPL staff and client organizations.

*Research and Planning Fellow, **New Yorkers for Parks**, New York NY*

May – July 2016 (non-profit foundation)

- Assisted in research and reviews of the 2016 Report Card on Parks: www.ny4p.org
- Developed physical activity park survey for six parks in the Bronx, using the SOPARC method developed by the RAND Corporation and trained three interns on the methods, working in the parks. Analyzed and reported on data for Bronx Community Health Network client.

*Jane Jacobs at 100 Fellow, **Municipal Art Society**, New York, NY*

February – May 2016 (non-profit foundation)

- Managed outreach and collaboration efforts to recruit programs, events, exhibitions and tours to celebrate the 100th Anniversary of Jane Jacobs's birthday, curating a custom website: www.jj100.org.
- Assisted colleague with outreach, training, website content, and logistics/coordination efforts for the annual Jane's Walk Weekend, with over 250 walks/tours through New York City.

*Director of Public Programs, **Rose Kennedy Greenway Conservancy**, Boston, MA*

February 2012 – July 2015 (non-profit foundation)

- Managed 4-person team organizing public events, markets, exercise classes, entertainment, and more than 30 food trucks and other vendors. Oversaw Greenway Carousel operation, as well as public relations, communications and IT support. Grew attendance (food vending, Wi-Fi, events/programs, and carousel visitation) from 372,000 in 2011 to 1,194,000 in 2015, with revenue increase from \$250,000 in 2012 to over \$650,000 in 2015.
- Worked with consultants to provide earned media and PR coverage. Directed web site, social media, and traditional communications coverage, as well as photography and video creation, with part-time communications coordinator.

(Over, please)

Minutes Acceptance: Minutes of Jan 17, 2023 7:45 PM (Reading of the Minutes)

Charlie McCabe, Parks & Placemaking Consultant, Resume – Page 2

Executive Director, **Austin Parks Foundation**, Austin TX.

June 2005 – February 2012 (non-profit foundation)

- Managed three-person team providing accounting, membership, communications, marketing, and program management for projects ranging from programming to park improvements.
- Negotiated groundbreaking partnership with the Austin City Limits Music Festival and the City of Austin Parks and Recreation Department, resulting in annual donation of 8.25% of festival tickets sales. Funds of \$3.5 M were allocated to improvements at the Zilker Park festival as well as neighborhood park grants and park improvements citywide. The partnership has continued and grown to present day and been a model for other cities.
- Led all social media efforts, including the Foundation blog and Twitter and Facebook updates.
- Promoted the organization through frequent print, television, and radio appearances.
- Grew Foundation budget and revenues from \$174,000 in 2005 to \$812,000 in 2011, including park grants, volunteer events, and fundraising efforts.
- Expanded Adopt-a-Park services from 18 community groups to more than 95 community groups providing administrative support and hands-on project management.

Senior Manager, Service & Support Web Sites **Apple, Inc.**, Austin, TX

1996 – 2004 (consumer electronics)

- Managed team ranging from 10 to 22 people providing customer technical support and service web sites. Duties included web site design, management, technical content, and interactive (discussion, email) support with staff working in multiple locations in the USA, Europe, and Asia.
- Worked collaboratively with Apple staff across the globe to provide technical support content in seven languages.
- Received #1 rating from *Consumer Reports* for web-based support in 2003 and 2004.

Various Technical Specialist Roles **Apple, Inc.**, Cupertino, CA, and Austin, TX

1988 – 1996 (consumer electronics)

- Additional roles in technical support and software and hardware sales 1986 – 1988

Education

Master of Science, Urban Placemaking and Management, February 2017. Pratt Institute, Brooklyn, NY.

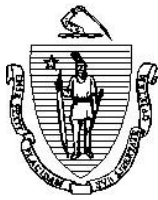
Bachelor of Arts, History and Political Science, May 1986, Colby College, Waterville, ME.

Community Service

Horticultural and Programs Volunteer, Rose Kennedy Greenway, Boston, MA	2016 – present
Trail Steward, Friends of The Fells, Melrose/Medford/Stoneham, MA	2016 – present
Advisor, community projects, Emerald Necklace Conservancy, Boston, MA	2019 – present
Volunteer leader, invasive species management, Mystic River Watershed Association, Arlington, MA	2020 – present
Stewardship Research and Analysis, Volunteer, Dennis Conservation Land Trust, Dennis, MA	2019 – 2021
Community Preservation Act Committee member, Town of Arlington, MA	2018 – 2021
Board member, Executive Committee, membership co-chair, City Parks Alliance, Washington, D.C.	2011 – 2018
Brooklyn Bridge Park Horticultural Zone Volunteer, Brooklyn, NY	2015 – 2016
Prospect Park Alliance Corps volunteer, Brooklyn, NY	2015 – 2016
City of Austin Bicycle Advisory Committee, Austin, TX	2008 – 2011
Board Member, representing Texas Affiliate, EarthShare, Washington, D.C.	2007 – 2012
Governing Board member, Board Chair (2011-2012) EarthShare of Texas, Austin, TX	2007 – 2011
Volunteer Trail Project Leader, Bull Creek Foundation, Austin, TX	1996 – 2006

Other Skills and Interests

Master gardener and volunteer park horticulturist. Trail building and maintenance project leader, specializing in invasive species management. Avid traveler with focus on comparing public spaces. Enthusiastic bicyclist.



DEPARTMENT OF HOUSING & COMMUNITY DEVELOPMENT

Charles D. Baker, Governor ♦ Karyn E. Polito Lt. Governor ♦ Jennifer D. Maddox, Undersecretary

October 17, 2022

The Honorable Paul Brodeur
Mayor, City of Melrose
562 Main Street
Melrose, MA 02176

Dear Mayor Brodeur:

RE: Melrose 0922 Application

Thank you for submitting this application to the FY2023 Community One Stop for Growth. The Executive Office of Housing and Economic Development (EOHED), Department of Housing and Community Development (DHCD), and Massachusetts Development Finance Agency (MassDevelopment) worked together to evaluate all eligible applications and recommended the most ready and highest-impact projects for a grant. This application from City of Melrose was reviewed by the program(s) that could best serve the project's funding needs.

On behalf of the Baker-Polito Administration, I am pleased to inform you that a grant in the amount of **\$75,000** from the **Housing Choice Grant Program** has been approved to support your project.

This award is contingent the execution of a grant contract between the City of Melrose and the Department of Housing and Community Development (DHCD) and the satisfaction of its special conditions and requirements. We will send the grant contract to the contact person identified in your application, as well as an invitation to an online training on October 25, 2022 at 11:00 a.m. related to grant administration and contract guidance to highlight contractual obligations. Please do not proceed with grant activities until the contract is fully executed. If you have any questions, please contact Chris Kluchman, FAICP, Deputy Director at Chris.Kluchman@mass.gov, and Filipe Zamborlini, Community Grants Coordinator at Filipe.Zamborlini@mass.gov.

Finally, please note that public announcement of this award is embargoed until the Administration has had the opportunity to formally announce it through a local event and/or media release. Please refrain from sharing or publicizing news about this award outside of your organization until it is officially announced.

Congratulations once again. We look forward to working with you to address the City of Melrose's housing and community development needs.

Sincerely,

Jennifer D. Maddox
Undersecretary, DHCD

COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM



6.A.6.b

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

CONTRACTOR LEGAL NAME: City of Melrose (and d/b/a):		COMMONWEALTH DEPARTMENT NAME: Department of Housing and Community Development MMARS Department Code: OCD	
Legal Address: (W-9, W-4): 562 Main Street, Melrose, MA 02176		Business Mailing Address: 100 Cambridge Street, Suite 300 Boston, MA 02114	
Contract Manager: Paul Brodeur	Phone: (781) 979-4440	Billing Address (if different): same	
Email: pbrodeur@cityofmelrose.org	Fax:	Contract Manager: Julissa Tavaréz	Phone: 617 573 1407
Contractor Vendor Code: VC6000192115		E-Mail: Julissa.tavarez@mass.gov	
Vendor Code Address ID (e.g. "AD001"): AD001 (Note: The Address ID must be set up for EFT payments.)		MMARS Doc ID(s): SCOD321023330000263	
RFR/Procurement or Other ID Number: DHCDOneStop2023			
☒ NEW CONTRACT PROCUREMENT OR EXCEPTION TYPE: (Check one option only) ☐ Statewide Contract (OSD or an OSD-designated Department) ☐ Collective Purchase (Attach OSD approval, scope, budget) ☒ Department Procurement (includes all Grants - 815 CMR 2.00) (Solicitation Notice or RFR, and Response or other procurement supporting documentation) ☐ Emergency Contract (Attach justification for emergency, scope, budget) ☐ Contract Employee (Attach Employment Status Form, scope, budget) ☐ Other Procurement Exception (Attach authorizing language, legislation with specific exemption or earmark, and exception justification, scope and budget)		☐ CONTRACT AMENDMENT Enter Current Contract End Date <u>Prior</u> to Amendment: ____, 20 ____. Enter Amendment Amount: \$ ____ (or "no change") AMENDMENT TYPE: (Check one option only. Attach details of amendment changes.) ☐ Amendment to Date, Scope or Budget (Attach updated scope and budget) ☐ Interim Contract (Attach justification for Interim Contract and updated scope/budget) ☐ Contract Employee (Attach any updates to scope or budget) ☐ Other Procurement Exception (Attach authorizing language/justification and updated scope and budget)	
The Standard Contract Form Instructions and Contractor Certifications and the following Commonwealth Terms and Conditions document are incorporated by reference into this Contract and are legally binding: (Check ONE option): ☒ Commonwealth Terms and Conditions ☐ Commonwealth Terms and Conditions For Human and Social Services ☐ Commonwealth IT Terms and Conditions			
COMPENSATION: (Check ONE option): The Department certifies that payments for authorized performance accepted in accordance with the terms of this Contract will be supported in the state accounting system by sufficient appropriations or other non-appropriated funds, subject to intercept for Commonwealth owed debts under 815 CMR 9.00 . ☐ Rate Contract. (No Maximum Obligation) Attach details of all rates, units, calculations, conditions or terms and any changes if rates or terms are being amended.) ☒ Maximum Obligation Contract. Enter total maximum obligation for total duration of this contract (or new total if Contract is being amended). \$ <u>75,000</u> ____			
PROMPT PAYMENT DISCOUNTS (PPD): Commonwealth payments are issued through EFT 45 days from invoice receipt. Contractors requesting accelerated payments must identify a PPD as follows: Payment issued within 10 days ☐ % PPD; Payment issued within 15 days ☐ % PPD; Payment issued within 20 days ☐ % PPD; Payment issued within 30 days ☐ % PPD. If PPD percentages are left blank, identify reason: ☒ agree to standard 45 day cycle ☐ statutory/legal or Ready Payments (M.G.L. c. 29, § 23A); ☐ only initial payment (subsequent payments scheduled to support standard EFT 45 day payment cycle. See Prompt Pay Discounts Policy.)			
BRIEF DESCRIPTION OF CONTRACT PERFORMANCE or REASON FOR AMENDMENT: (Enter the Contract title, purpose, fiscal year(s) and a detailed description of the scope of performance or what is being amended for a Contract Amendment. Attach all supporting documentation and justifications. The City of Melrose will re-write its zoning ordinance to be user-friendly as well as make changes that are identified in the recently approved Housing Production Plan.			
ANTICIPATED START DATE: (Complete ONE option only) The Department and Contractor certify for this Contract, or Contract Amendment, that Contract obligations: ☒ 1. may be incurred as of the Effective Date (latest signature date below) and no obligations have been incurred prior to the Effective Date. ☐ 2. may be incurred as of ____, 20 ____, a date LATER than the Effective Date below and no obligations have been incurred prior to the Effective Date. ☐ 3. were incurred as of ____, 20 ____, a date PRIOR to the Effective Date below, and the parties agree that payments for any obligations incurred prior to the Effective Date are authorized to be made either as settlement payments or as authorized reimbursement payments, and that the details and circumstances of all obligations under this Contract are attached and incorporated into this Contract. Acceptance of payments forever releases the Commonwealth from further claims related to these obligations.			
CONTRACT END DATE: Contract performance shall terminate as of <u>6/30</u> ____, 2024 ____, with no new obligations being incurred after this date unless the Contract is properly amended, provided that the terms of this Contract and performance expectations and obligations shall survive its termination for the purpose of resolving any claim or dispute, for completing any negotiated terms and warranties, to allow any close out or transition performance, reporting, invoicing or final payments, or during any lapse between amendments.			
CERTIFICATIONS: Notwithstanding verbal or other representations by the parties, the "Effective Date" of this Contract or Amendment shall be the latest date that this Contract or Amendment has been executed by an authorized signatory of the Contractor, the Department, or a later Contract or Amendment Start Date specified above, subject to any required approvals. The Contractor certifies that they have accessed and reviewed all documents incorporated by reference as electronically published and the Contractor makes all certifications required under the Standard Contract Form Instructions and Contractor Certifications under the pains and penalties of perjury, and further agrees to provide any required documentation upon request to support compliance, and agrees that all terms governing performance of this Contract and doing business in Massachusetts are attached or incorporated by reference herein according to the following hierarchy of document precedence, the applicable Commonwealth Terms and Conditions, this Standard Contract Form, the Standard Contract Form Instructions and Contractor Certifications, the Request for Response (RFR) or other solicitation, the Contractor's Response (excluding any language stricken by a Department as unacceptable, and additional negotiated terms, provided that additional negotiated terms will take precedence over the relevant terms in the RFR and the Contractor's Response only if made using the process outlined in 801 CMR 21.07 , incorporated herein, provided that any amended RFR or Response terms result in best value, lower costs, or a more cost effective Contract.			
AUTHORIZING SIGNATURE FOR THE CONTRACTOR: X: _____ Date: _____ (Signature and Date Must Be Handwritten At Time of Signature) Print Name: _____ Print Title: _____		AUTHORIZING SIGNATURE FOR THE COMMONWEALTH: X: _____ Date: _____ (Signature and Date Must Be Handwritten At Time of Signature) Print Name: <u>Louis Martin</u> Print Title: <u>Director</u>	

**ATTACHMENT A SCOPE OF SERVICES AND
ADDITIONAL TERMS & CONDITIONS**

FY 2023 Housing Choice Initiative Program Contract

Housing Choice (HC) Grant Program

I. CONTRACT

The Contractor is responsible for accessing and reviewing the contents of the documents referenced below, as compliance with each is a binding component of this Contract:

- A. This Attachment A is attached to and made a part of the COMMONWEALTH OF MASSACHUSETTS STANDARD CONTRACT FORM. THE COMMONWEALTH TERMS AND CONDITIONS and the Contractor's Budget, as approved by the Department, are attached hereto as Exhibits.
- B. This Attachment A incorporates by reference the Housing Choice Community Grant Program Application as applicable.
- C. This Attachment A, all attached Exhibits and other Attachments, and all documents incorporated by reference herein, are referred to, collectively, as the Contract.
- D. This Contract represents the entire agreement between the Contractor and the Department, and any prior or contemporaneous representations, promises, or statements by the parties, that are not incorporated herein, shall not serve to vary or contradict the terms set forth in this Contract.
- E. If any term or condition of this Contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and conditions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if this Contract did not contain the particular provision held to be invalid.

II. SCOPE OF SERVICES AND COMPLIANCE WITH LAWS

The Housing Choice Initiative encourages local governments to expand housing production by providing new grants, coordinating technical assistance across various housing agencies, and promoting regulatory innovation. The Housing Choice Initiative rewards municipalities that are producing new housing and have adopted best practices to promote sustainable housing development.

A crucial part of the Housing Choice Initiative is the Housing Choice designation and grant program. Communities that achieve the Housing Choice designation have exclusive access to apply for the Housing Choice Grant Program and receive bonus points or other considerations for certain state grant programs.

The Contractor shall use the FY 2023 contract funding to provide services in accordance with the terms of the attached Budget, the terms of this Contract, and any subsequent Contract amendments. **ALL EXPENSES MUST BE INCURRED ON OR BEFORE JUNE 30TH OF THE FISCAL YEAR IN WHICH THEY OCCUR (FY 2023 – YEAR 1; FY 2024 – YEAR 2).** Any later change in services and activities to be provided by Contractor shall be made only with the prior approval of the Department, in accordance with Section III.C. below.

The Contractor shall carry out these activities in conformance with all applicable federal and state laws and requirements, including without limitation, statutes, rules, regulations, administrative and executive orders, ordinances, and codes, as they may be issued and amended.

The Department reserves the right to issue future administrative guidance. The Contractor shall comply with all applicable guidelines, information memoranda, list serves, or other guidance the Department may issue, amend, or supplement from time to time.

III. ADDITIONAL TERMS AND CONDITIONS

A. Reporting Responsibilities of the Contractor

1. The Contractor, and any entity under subcontract, having costs chargeable to Contract funds shall maintain Contract records in accordance with Section 7 of the Commonwealth Terms and Conditions including without limitation, a record of planned activities, a record of activities carried out, and an explanation of any changes in program activities.
2. The Contractor shall comply with all records and reporting requirements set forth in this Contract.
3. The Contractor shall submit written quarterly progress reports to the Department in compliance with the following deadlines and requirements using a form provided by the Department. Progress reports shall be submitted on or before the 15th day of the month following the last month of the quarter, except in instances when the due date shall fall on a weekend or holiday where reports would be due the following full business day after the deadline. **The Department may delay reimbursement to the Contractor if the Contractor consistently fails to submit timely progress reports or other documents required under this Contract.** Any such action by the Department shall be preceded by written notification of the intent to delay such reimbursement, which may be done electronically, and allow for the Contractor to make reasonable written explanation regarding the occurrence, and the remedy of the issue. Failure by the Contractor to reply to the Department's written notification or to comply with specific instructions from the Department shall be treated as a breach herein and under Section 4 of the Commonwealth Terms and Conditions. The Department further reserves the right to consider past performance under the Housing Choice Grant Program when evaluating an applicant's initial submission. Consistent failure to submit

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progress reports or to comply with the provisions of this Contract may negatively impact future awards of this grant.

Progress report deadlines are as follows:

FY23		
Q3	Period: 1/1/2023 to 3/31/2023	Due: 4/17/2023 *
Q4	Period: 4/1/2023 to 6/30/2023	Due: 7/17/2023 *
FY24		
Q1	Period: 7/1/2023 to 9/30/2023	Due: 10/16/2023 *
Q2	Period: 10/1/2023 to 12/31/2023	Due: 1/15/2024
Q3	Period: 1/1/2024 to 3/31/2024	Due: 4/15/2024
Q4	Period: 4/1/2024 to 6/30/2024	Due: 7/15/2024

*Denotes due date following a weekend or holiday.

4. A Contractor whose grant funds a Planning or Zoning project shall submit a copy of the planning or zoning document(s) produced with grant funding. Document(s) should be delivered by July 31, 2024. Documents that cannot be delivered by July 31, 2024 must submit written notification to the program representative by July 31, 2024 outlining when a report will be submitted. In accordance with Section III.A.3, failure to submit document(s) required under this Contract may (i) result in delayed reimbursement; (ii) may be treated as a breach of the Contract; and (iii) will be considered when evaluating applications for future grant awards.
5. The Contractor shall continually assess its performance of the Contract-supported activities to ensure that the performance objectives outlined in the Contract are achieved. This includes, but is not limited to, the Contractor's monitoring that applicable schedules are met and performance objectives are achieved in accordance with the activities delineated in the Contract. The Contractor shall promptly inform the Department in writing, which may be done electronically, of the following conditions which may affect its deliverable objectives and performance as soon as they become known:
 - a. Problems, delays, or adverse conditions which will materially affect the Contractor's ability to attain deliverable objectives. This disclosure shall be accompanied by a statement of any actions taken or contemplated by the Contractor, and any assistance needed from the Department to resolve the situation. Failure by the Contractor to communicate promptly or to respond promptly to communications from the Department may result in the denial by DHCD of any budget or schedule change requests by the Contractor, as provided in Section III.C.
 - b. Favorable developments or events which will enable the Contractor to meet the deliverable Contract objectives sooner than anticipated or at less cost than originally projected.

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6. The Contractor shall submit all progress reports electronically to the Department's assigned program representative at the following address:

Filipe Zamborlini
 Community Grants Coordinator
filipe.zamborlini@mass.gov

7. The Department shall advise the Contractor within thirty (30) days of receiving any report if it is not acceptable to the Department. The Contractor shall submit an acceptable report upon receipt of such advice from the Department.
8. The Contractor, and any entity under subcontract having costs chargeable to Contract funds, shall maintain Contract records in accordance with Section 7 of the Commonwealth Terms and Conditions, including, without limitation, a record of planned activities, a record of activities carried out, and an explanation of any changes in program activities.
9. Within five business days of receipt, the Contractor shall provide the Department with copies of any and all exception reports and written communications of an audit or review of the Contractor and any written final reports of such audits or reviews that the Contractor receives during the Contract term from the state Office of the Inspector General (OIG) and/or the Office of the State Auditor. Such reports or communications may be provided electronically.
10. Within five business days of being served with any pleading in a legal action filed with a court or administrative agency related to this Contract or which may affect the Contractor's ability to perform its obligations hereunder, the Contractor shall notify the Department of such action and deliver copies of such pleadings to the Department. Such reports or communications may be provided electronically.
11. The Contractor will submit any other reports or information requested by the Department by the due date specified in the Department's request. The Contractor shall promptly make available to the Department or to an auditor or contractor approved by the Department such material information regarding the Contractor's activities as may be requested by the Department.

B. Payment Mechanism and Fiscal Obligations

The Department agrees to provide payment for the services described under this Contract, pursuant to the following payment mechanism:

1. Cost Reimbursement. The Contractor shall submit to the Department written requests for cost reimbursement on the Department's Housing

Choice Community Grant Invoice form (Housing Choice Invoice), or other such form as the Department may specify.

Only requests for cost reimbursement for authorized capital expenses, pursuant to the capital funds from the state's capital budget, that are completed within the dates of service of an invoice, and that take place within the length of the contract, are authorized for reimbursement.

2. Housing Choice Invoices should be submitted **no more than** once a month and should include the range of the dates of service being submitted for reimbursement.
3. All payments are contingent upon receipt of the availability of funds, authorization by the Executive Office of Administration and Finance and the Massachusetts Comptroller, and the provisions of the Commonwealth Terms and Conditions. In accordance with 815 CMR 2.00 and state finance law, the Department is under no legal obligation to compensate the Contractor, or to obtain additional funding, for any costs or other commitments which are outside the scope of the executed Contract and which have not been approved by the Department.
4. In no event shall the sum of any and all payment by reimbursement exceed the maximum amount payable to the Contractor hereunder. Requests for payment by cost reimbursement will be honored and funds will be released based on submission by the Contractor, with review and acceptance by the Department, of required data and reports as detailed in this Contract, the availability of funds, and the Contractor's satisfactory compliance with the terms of this Contract.

Each request for payment by cost reimbursement must be made on the Housing Choice Invoice. By submitting the Housing Choice Invoice, the Contractor represents that in accordance with the Contract, including the Contractor's Budget as approved by the Department, articles have been furnished, services have been rendered, or obligations have been incurred by a person authorized to incur such obligations.

The Department's fiscal representative will provide additional billing instructions, if necessary, to the Contractor via email.

When submitted electronically, the Housing Choice Invoice should be attached to the email submission in one email attachment. Any other documents, such as vendor invoices, should be submitted as separate attachments.

In addition to the Housing Choice Invoice, requests for payment by cost reimbursement shall also contain sufficient detail, supporting records, and documentation to support payment. Records to substantiate the Contractor's claims hereunder may include, without limitation, payroll

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records, accounting records, and purchase orders that are sufficient to document the Contractor's program and financial activities under this Contract.

The request for cost reimbursement shall be submitted electronically to the attention of:

Brett Morton
Fiscal Representative
brett.morton2@mass.gov

with a copy to:

Filipe Zamborlini
Community Grants Coordinator
filipe.zamborlini@mass.gov

5. All requests for cost reimbursement must be submitted on or before July 17, 2023, if expenses were incurred in FY 2023 – Year 1; and on or before July 15, 2024, if expenses were incurred in FY 2024 – Year 2. Failure to do so may result in delayed reimbursement or denial of the request.
6. The Contractor shall submit the final Housing Choice Invoice on or before July 15, 2024. With the submission of the final Housing Choice Invoice, the Contractor shall return to the Department any unexpended funds that are reflected in the final reconciliation, subject to Section III.C below.

C. Budget or Schedule Changes

1. Any subsequent change in the services and activities to be provided by the Contractor in accordance with the attached Budget, including, but not limited to, extensions of time, requires prior written approval from the Department's assigned program representative listed in Section III.A.6. **Requests for any amendments or extensions shall be reviewed on a case-by-case basis by the Department, and may be approved or denied by the Department at its discretion. Consideration shall only be extended to grantees who are in adherence with Section III.A.5 and other requirements of this Contract. Requests to amend or extend the end date of the Contract must be received by the Department on or before January 31, 2024.**
2. Budget Amendments. The Contractor may transfer funds among the line items in the Budget, only with the written permission of the Department. No amendment to the Contract shall be required for such change. The Contractor shall submit a request for such change electronically to the Department's representatives, listed in Section III.B.4, at least 30 days prior to requesting reimbursement funds under such change. If the

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Department does not respond within 30 days of receipt of the requested change, it will be deemed to have approved of the change.

D. Signage, Acknowledgment, Publicity, and Logos

1. Signage. The Contractor may erect or post a sign at a location where Contract funds have been used indicating that financing is being or has been provided in part by the Department as part of the Housing Choice Initiative, subject to compliance with the zoning by-laws or ordinances of the municipality in which the sign is to be erected or posted. The sign shall include the following statement: “Funds for this Project have been provided by a Housing Choice Community Grant provided by the Massachusetts Department of Housing and Community Development.”
2. Acknowledgment. If Contract funds are expended by the Contractor on the preparation or production of a brochure or other publication, the brochure or publication shall include the following statement: “This publication was funded by a Housing Choice Grant provided by the Massachusetts Department of Housing and Community Development.”
3. Publicity; Other Materials. The Contractor may disseminate, publish, or reproduce documents produced in whole or in part pursuant to this Contract, provided that the Contractor furnishes to the Department copies of any such documents thirty (30) days prior to publication, and provided that such documents include the acknowledgment required under Section III.D.2. The Contractor may copyright any books, publications, or other copyrightable materials produced under this Contract, provided that the Contractor shall provide to the Commonwealth as appropriate an irrevocable, nonexclusive royalty-free right to reproduce, publish, or otherwise use or authorize others to use the copyrighted material.
4. Logos. If the Contractor wishes to include a Department logo on any signage or other materials produced in accordance with this section, it may contact the Department’s assigned program representative, listed in Section III.A.6, for the appropriate copy of a logo.
5. Submission to DHCD. Any sign, publication, or other material produced in accordance with this section must be submitted in advance to the Department’s assigned program representative, listed in Section III.A.6, no later than thirty (30) days before posting or distribution. If the Department does not respond within thirty (30) days of receipt of the material, it will be deemed to have approved of the material.

The Department reserves the right to require that the Contractor provide to the Department photographs, video, or other media and/or documentation, if applicable, or copies of such materials, of any project financed in part by the Department under the Housing Choice Initiative.

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E. Audit or Financial Review

The Department reserves the right under this Contract to secure its own independent audit or financial review of the Contractor's (or Subcontractor, if applicable) records if, in its sole discretion, the Department determines that it is necessary for any reason.

F. Monitoring

The Department may monitor the Contractor's (or Subcontractor, if applicable) compliance with the Contract. The Contractor shall allow the Department and its representatives access to all of its books and records pertaining to this Contract.

G. Conflict of Interest, Licensure, and Debarment

1. The Contractor shall not engage in any business or personal activities or practices or maintain any relationships which conflict in any way with the full performance of the Contractor's obligations hereunder.
2. The Contractor shall not knowingly employ or compensate any employee of the Commonwealth during the term of this Contract, unless such arrangement is permitted under the provisions of M.G.L. c. 268A. Employment of former Commonwealth employees shall also be in compliance with the provisions of M.G.L. c. 268A.
3. The Contractor represents and warrants that as of the effective date, it has, and that at all times during the term hereof it shall have, at its sole expense, all licenses, certifications, approvals, insurance, permits, and other authorizations required by law to perform its obligations hereunder. The Contractor shall maintain all necessary licenses, certifications, approvals, insurance, permits, and other authorizations required to properly perform activities under this Contract, without reimbursement by the Commonwealth or other adjustment in Contract funds. Further, the Contractor warrants that all employees, agents, and subcontractors performing services under this Contract shall hold all required licenses or certifications, if any, to perform their responsibilities.
4. The Contractor certifies that the Contractor and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal or state department or agency. The Contractor agrees to immediately notify the Department if the Contractor becomes suspended or debarred, or if any licenses, certifications, approvals, insurance, permits, or any such similar requirement necessary for the Contractor to properly perform become revoked, withdrawn, or non-renewed during the Contract period.

H. Enforcement, Suspension, and Termination

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1. Enforcement of this Contract and all rights and obligations hereunder are reserved solely to the Contractor and the Department, and not to any third party.
2. The Department may use increased or additional monitoring and reporting as part of its enforcement actions.
3. This Contract may be terminated pursuant to Sections 4 and 5 of the Commonwealth Terms and Conditions.
4. The Department may provide the Contractor with written notice to decrease or cease Contract activity. Effective upon receipt of notice from the Department, or a later date specified therein, the Contractor agrees to decrease, suspend, and/or terminate Contract activity in conformance with the terms of such notice.
5. Upon the termination or expiration of this Contract, the Contractor shall continue to cooperate with all audit, records, and monitoring requirements.
6. Within a maximum of 90 days following the date of expiration or termination of this Contract, the Contractor shall submit all reports and data required by this Contract.

I. Non-Discrimination In The Provision of Services

The Contractor shall not deny services or otherwise discriminate in the delivery of services because of race, color, religion, disability, sex, sexual orientation, gender identity, familial status or children, marital status, age, national origin, ancestry, genetic information, receipt of federal, state, or local public assistance or housing subsidies, veteran/military status, or because of any other basis prohibited by law. The Contractor agrees to comply with all applicable federal and state statutes, rules and regulations and administrative and Executive Orders prohibiting discrimination, including without limitation, the Americans with Disabilities Act, as amended (42 U.S.C. §§ 12101 et seq.), Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. §§ 2000d et seq.), the Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), M.G.L. c. 151B, M.G.L. c. 272 §§ 92A, 98, and 98A, M.G.L. c. 111 § 199A, 42 U.S.C. 9918 (c) and 45 C.F.R. 80.

J. Confidentiality

1. The Contractor certifies that it has established sufficient internal policies to carry out its obligations hereunder.
2. The Contractor shall keep all state records and information, wherever obtained, confidential at all times and comply with all state and federal laws concerning the confidentiality of information. The Contractor shall

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hold all personal data relating to Contract-supported personnel and applicants or recipients of Contract-supported programs and activities in accordance with Section 6 of the Commonwealth Terms and Conditions, the Standard Contract Form and its Instructions and Contractor Certifications, and all applicable Federal and state privacy and confidentiality laws and regulations, including M.G.L. c. 66A, “Massachusetts Fair Information Practices Act;” M.G.L. c. 93H, Security Breaches; 801 CMR 3.00: Privacy and Confidentiality, and 201 CMR 17.00: Standards for the Protection of Personal Information of Residents of the Commonwealth.

3. Pursuant to the Standard Contract Form and its Instructions and Contractor Certifications and the Commonwealth Terms and Conditions, the Contractor certifies that the Contractor has reviewed and shall comply with all information security programs, plans, guidelines, standards and policies that apply to the work to be performed under this Contract, that the Contractor shall communicate these provisions to and enforce them against its subcontractors, and that the Contractor shall implement and maintain any other reasonable and appropriate security procedures and practices necessary to protect personal information to which the Contractor is given access as part of this Contract, from unauthorized access, destruction, use, modification, disclosure, or loss.
4. The Contractor shall notify its agents, employees, subgrantees, and assignees who may come into contact with state records and confidential information that each is subject to the confidentiality requirements set forth herein.
5. The Contractor shall deliver to the Department, within 14 days of a written request by the Department following termination of this Contract, such personal data relating to this Contract as the Department may request; provided, that the Contractor may keep copies of any personal data delivered to the Department; and provided further, that for the purposes of this sentence, the term, “personal data”, shall not include the Contractor’s personnel records.

K. Fraud, Waste, and Abuse

The Contractor shall maintain and use systems and procedures to prevent, detect, and correct fraud, waste, and abuse in activities funded under this Contract.



Attachment B Budget FY2023 Housing Choice Grant

Name of Municipality Include name of Subcontractor if applicable	Program Manager Name, phone and email <i>Include name and contact information of person preparing report if different from project manager</i>
Town of Melrose	Name: Denise Gaffey Phone: (781) 979-4190 Email: dgaffey@cityofmelrose.org

Project Description <i>Brief Summary of Project</i>
The City of Melrose will re-write its zoning ordinance to be user-friendly as well as make changes that are identified in the recently approved Housing Production Plan.

Project Tasks	Cost by Task
Consultants/Prof. Fees	\$67,500.00
Meeting Express/Events	\$0.00
Project Supplies/Materials	\$2,500.00
Other/Miscellaneous	\$5,000.00
Design/Engineering/Permitting	\$0.00
Bidding	\$0.00
Construction	\$0.00
Construction Admin	\$0.00
Contingency	\$0.00
TOTAL	\$75,000.00

(add additional rows as necessary)

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Bid Solicitation: BD-22-1100-EED01-EED01-70294

Responses Due in 0 Days, 0 Hours, 0 Minutes

Header Information

Bid Number:	BD-22-1100-EED01-EED01-70294	Description:	Community One Stop for Growth - FY2023 Round	Bid Opening Date:	06/04/2022 12:00:00 AM
Purchaser:	Juan Vega	Organization:	Executive Office of Housing and Economic Development		
Department:	EED01 - Economic Development	Location:	EED01 - Economic Development		
Fiscal Year:	22	Type Code:	NS - Non-Statewide Solicitation	Allow Electronic Quote:	Yes
Alternate Id:		Required Date:		Available Date :	01/21/2022 12:00:00 AM
Info Contact:	Website: www.mass.gov/onestop, Email: onestop@mass.gov	Bid Type:	OPEN	Informal Bid Flag:	No
Purchase Method:	Blanket				
Blanket/Contract Begin Date:	07/01/2022	Blanket/Contract End Date:	06/30/2023		

Pre Bid Conference: Visit www.mass.gov/onestop for a schedule (or recordings) of the information sessions - One Stop Webinars. In addition to reviewing the webinars, applicants can receive feedback by submitting an Expression of Interest as outlined in the NOFA.

Bulletin Desc: The Community One Stop for Growth is a single application portal and collaborative review process for community and economic development grant programs that make targeted investments based on a Development Continuum. Single- and multi-year grants awards will be made from various programs through EOHD, DHCD, and/or MassDevelopment via the One Stop Full Application. Expressions of Interest accepted through March 18, 2022. For the most up to date program information, visit www.mass.gov/onestop.

Ship-to Address:	Robin Pezzone 1 Ashburton Place-Room 2101 Boston, MA 02108 US Email: robin.pezzone@state.ma.us Phone: (617)788-3627	Bill-to Address:	Robin Pezzone 1 Ashburton Place-Room 2101 Boston, MA 02108 US Email: robin.pezzone@state.ma.us Phone: (617)788-3627	Print Format:
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File Attachments: [FY23 One Stop Notice of Funding Availability \(NOFA\)](#)
[FY23 One Stop Expression of Interest Template](#)
[FY23 One Stop Full Application Template](#)

Form Attachments:

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Required Quote Attachments

SBPP (Small Business Purchasing Program) Eligible?: NO

See SBPP requirements and exceptions at www.mass.gov/sbpp :

Item Information

Item # 1: (00-00 - 00) The Community One Stop for Growth is a single application portal and collaborative review process for community and economic development grant programs that make targeted investments based on a Development Continuum. Single- and multi-year grants awards will be made from various programs through EOHED, DHCD, and/or MassDevelopment via the One Stop Full Application. Expressions of Interest accepted through March 18, 2022. For the most up to date program information, visit www.mass.gov/onestop.

U N S P S C Code: 00-00-00
Grant Opportunity

Qty	Unit Cost	UOM	Total Discount Amt.	Tax Rate	Tax Amount	Total Cost
1.0		EA - Each				
Manufacturer:			Brand:	Model:		
Make:			Packaging:			

Exit

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CITY OF MELROSE

OFFICE OF THE MAYOR

City Hall, 562 Main Street
Melrose, Massachusetts 021
Telephone - (781) 979-44
Fax - (781) 662-21

PAUL A. BRODEUR
Mayor

June 3, 2022

Secretary Mike Kennealy
Executive Office of Housing and Economic Development
1 Ashburton Place, Room 2101
Boston, MA 02108

RE: Community One Stop for Growth Request for Melrose, Massachusetts

Dear Secretary Kennealy,

Thank you for the opportunity to provide support for the City's application for the FY23 Community One Stop for Growth request for the Zoning Ordinance Re-write project. Recodifying the City's Zoning Ordinance and addressing the zoning goals in the City's recently approved Housing Production Plan will enable the city to provide a user-friendly, progressive blueprint for future development.

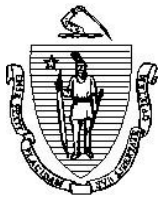
As with many other cities and towns in the Commonwealth, the City of Melrose is facing a critical housing shortage. Many of the zoning amendments that the city would like to put forth will directly address increasing the housing supply and diversifying the housing stock. A comprehensive review and reorganization of the Zoning Code will allow the City to effectively address the structure and known issues with the Code and incorporate publicly supported and community driven changes.

Melrose has been a leader in promoting smart growth and transit-oriented development and we have amended our zoning regulations many times over the past two decades to promote these principles and support best planning practices. We have dedicated planning staff and committed volunteers comprising our Zoning Subcommittee who are poised to continue this work, and they recognize the value that a clear and comprehensive zoning ordinance will provide. This grant will enable the city to build on our past success while promoting new opportunities for housing production, providing deeper levels of affordability, and integrating community input wherever we can to shape future redevelopment throughout our city. We are excited to take on this project and we look forward to your support.

Sincerely,

Paul Brodeur
Mayor

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DEPARTMENT OF HOUSING & COMMUNITY DEVELOPMENT

Charles D. Baker, Governor ♦ Karyn E. Polito Lt. Governor ♦ Jennifer D. Maddox, Undersecretary

October 17, 2022

The Honorable Paul Brodeur
Mayor, City of Melrose
562 Main Street
Melrose, MA 02176

Dear Mayor Brodeur:

RE: Melrose 0922 Application

Thank you for submitting this application to the FY2023 Community One Stop for Growth. The Executive Office of Housing and Economic Development (EOHED), Department of Housing and Community Development (DHCD), and Massachusetts Development Finance Agency (MassDevelopment) worked together to evaluate all eligible applications and recommended the most ready and highest-impact projects for a grant. This application from City of Melrose was reviewed by the program(s) that could best serve the project's funding needs.

On behalf of the Baker-Polito Administration, I am pleased to inform you that a grant in the amount of **\$75,000** from the **Housing Choice Grant Program** has been approved to support your project.

This award is contingent the execution of a grant contract between the City of Melrose and the Department of Housing and Community Development (DHCD) and the satisfaction of its special conditions and requirements. We will send the grant contract to the contact person identified in your application, as well as an invitation to an online training on October 25, 2022 at 11:00 a.m. related to grant administration and contract guidance to highlight contractual obligations. Please do not proceed with grant activities until the contract is fully executed. If you have any questions, please contact Chris Kluchman, FAICP, Deputy Director at Chris.Kluchman@mass.gov, and Filipe Zamborlini, Community Grants Coordinator at Filipe.Zamborlini@mass.gov.

Finally, please note that public announcement of this award is embargoed until the Administration has had the opportunity to formally announce it through a local event and/or media release. Please refrain from sharing or publicizing news about this award outside of your organization until it is officially announced.

Congratulations once again. We look forward to working with you to address the City of Melrose's housing and community development needs.

Sincerely,

Jennifer D. Maddox
Undersecretary, DHCD



November 30, 2022

The Melrose Council on Aging (Melrose COA) is respectfully requesting financial support in the amount of \$8,000 through the FY23 Field Demonstration Project to perform a needs assessment as the first step of the Melrose COA Board's approved Strategic Plan. Melrose COA's desired end result is to lay the groundwork for successful community-engaged marketing and planning, which will provide guidance to community leaders and forge clear connections to other community priorities. The project will be conducted by the Center for Social & Demographic Research in Aging Gerontology Institute of the University of Massachusetts. The City of Melrose and the FRIENDS of the Milano Center will financially support this project.

The Melrose COA understands that assisting individuals and caregivers with their social determinants of health will promote healthy aging, strengthen community relations, and link disadvantaged elders with services, resources, and benefits. The needs assessment will serve as a marketing tool to spark energy in the community and eventually support our goal of being designated as an Age-and-Dementia Friendly Community. Additionally, the Melrose Council on Aging will intentionally form alliances with key community leaders by reaching out to the faith communities, partner non-profits, social service networks, and businesses. These alliances will afford us the opportunity to authentically earn the interest of all stakeholders inclusive of unauthorized residents, limited/non-native or non-English speaking persons, and diverse cultures.

The Melrose COA is confident that our organization has the strength and capacity to accomplish the goals laid out in this proposal. The Board of Directors of the Melrose COA are 100% committed, passionate, and actively engaged individuals that are currently executing the three-year strategic plan. The Executive Director of the Melrose Council on Aging brings a long history of successful accomplishments; specifically, in this area of marketing, capacity building and underserved outreach. A part time licensed social worker, a social work masters level intern, and the senior center manager will have assignments within this project. Melrose COA has a strong established relationship with Mystic Valley Elder Services and will invite them to participate in this project with a specific intake interview to extract the unmet needs that they have within their agency.

Goals:

1. Assess the needs of the caregiver and older adult community using conscious language and clarified intentions.
 - a. Host stakeholder's sessions
 - b. Incorporate Board driven initiatives into the survey
 - c. Complete a community needs assessment in multiple languages and through a variety of community, cultural, and faith organizations.

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- d. Focus questions to skillfully determine the unmet needs and social determinants of health obstacles.
 - e. Summarize priority needs.
2. Execute new programs based on the determined needs of the survey
Depending on the survey results, examples may be:
 - a. Caregiver supports
 - i. Grandparents raising grandchildren programs
 - ii. Older adults caring for an older adult workshops
 - iii. Respite, or memory café offerings
 - iv. Unique support services at home
 - v. Navigating elder care or connection workshops
 - b. Resources and benefits for ESL individuals
 - i. Person centered model for wellbeing connections
 - ii. Language and citizenship classes
 - iii. Navigating elder care and networking workshops
3. Utilize community stakeholders to begin the Age/Dementia Friendly Certification process – July 2023

Projected Outcomes:

- 92% professional, government, faith and city community relations will participate in the stakeholder sessions
- 88% of participants will report that they gained knowledge of elder care advocacy and insight on resources and benefits available to them.
- 48% older adults will respond to the needs assessment survey
- 29% participation increase at Milano Center programs and activities
- 500% (6x) increase capturing the needs of LGBTQIA2S+ individuals, and diverse populations

The Melrose COA utilizes the “MySeniorCenter” software to maintain a database of individual profiles linked with activities. Tracking the grant activities would be easy as we would link the programs and events to the grant utilizing our software. The Aging Gerontology Institute will provide the COA with a comprehensive summary of survey results.

The Executive Director will be responsible for managing the documentation of best practices. To maintain the appropriate level of attention to the project, the team will use Microsoft Teams to collaborate and know assigned tasks and deadlines. Lessons learned, processes and procedures will be captured at all levels of the project with purposeful reviews in case of necessary adaptations. The project team, along with the already established Melrose COA Board’s Needs Assessment Committee will evaluate the impact of this grant by comparing

the projected outcomes to the current or expected outcomes as depicted in this proposal. The Needs Assessment Committee is also tasked with dictating the types of mediums (examples: website press, podcasts, social media venues, cable television runs, local newspaper announcements, etc.). The committee will also monitor the frequency and quantity of reminders. Affiliate organizations such as Melrose Kind, Melrose Creative Alliance, Melrose Public Schools, and YMCA will stream all our notices through their networks. The committee will work with UMB's Aging Gerontology Institute team to produce progress reports and monitor/analyze data.

The Melrose Council on Aging appreciates your consideration of this proposal for a needs assessment as part of our overall marketing strategy and plan. The timing of this project is crucial as the Council is currently evaluating and resetting all programs and offerings at the Milano Center, looking to support older adults and caregivers in the community, and has an active plan to become an Age/Dementia Friendly community. Our efforts responding to many isolated older adults and overwhelmed caregivers during the recent pandemic enlightened us to incorporate a more focused outreach goal. Additionally, the window of opportunity regarding the available financial support and commitments to this project is now. The Melrose COA is excited to currently be positioned to accomplish this project and is committed to future auxiliary initiatives stemming from this grant.

A Resolution Honoring Christopher C. Cinella as the President of the Melrose City Council for 2022

6.B.1.a

Offered by Councilor Jen Grigoraitis

WHEREAS, Councilor Chris Cinella has served as the City Council President for the City of Melrose for 2021 and 2022;

WHEREAS, the City Council congratulates President Cinella for completing his third year as a Councilor-at-Large for the City of Melrose and appreciates his commitment to serving Melrose;

WHEREAS, that President Cinella led the Council through two years of the COVID-19 pandemic, during which he provided leadership in an ever-changing public health environment, and oversaw the first ever hybrid Council meetings;

WHEREAS, that President Cinella provided guidance and support to all of his colleagues, including three new Councilors, and treated his fellow Councilors and City Hall staff with respect;

WHEREAS, the Council recognizes that President Cinella's dedication to our community extends well beyond his efforts in the Chamber;

WHEREAS, that President Cinella volunteers his time to support many Melrose organizations, including the Chamber of Commerce, Rotary, and Keep Melrose Beautiful;

WHEREAS, that President Cinella, is an active and engaged member of Melrose's business community, with an office in downtown Melrose and regularly supports our City through efforts such as his annual backpack and school supplies collection drive;

WHEREAS, that President Cinella continues his family's legacy of service to the City of Melrose and to the Council, as previously demonstrated by his father and his uncle, and that his wife, Maggie, and children CJ and Jake, supported President Cinella in his tenure as Council president;

BE IT RESOLVED, that we, the members of the City Council, do hereby express our sincere appreciation to President Cinella for his able administration of the office of the president and for his efforts on behalf of the City of Melrose, and, in recognition thereof, direct that the gavel wielded by him by suitably inscribed and presented to him; and

BE IT FURTHER RESOLVED, that, on this nineteenth day of December of the year Two Thousand and Twenty-Two, a copy of this resolution be spread upon the records of the City Council, and that a special copy be signed by each member of the Council and presented to President Cinella, Retiring President of the Melrose City Council.

Minutes Acceptance: Minutes of Jan 17, 2023 7:45 PM (Reading of the Minutes)

Business Name	Location	Owner / Emergency Contact		Expiration
Bangkok (Pho Chili Inc. d/b/a)	57 W. Wyoming Avenue	Chawalit Kaiuasang	Weerasak Khamsri & Chatchawal Ongsaranont	12/31/2023
Bellevue Golf Club	320 Porter Street	Jason Silbovitz		12/31/2023
Bitty & Beau's	426 Main Street	Maryann O'Donnell		12/31/2023
Bobby C's Ristorante, Inc.(Julie A. Crowley d/b/a)	20 Main Street Street	Julie A. Crowley		12/31/2023
Bohemian Coffeehouse	132 W. Emerson Street	Hillary Poravas	Christopher Poravas	12/31/2023
Bruegger's Bagel Bakery	496 Main Street	Bruegger's Enterprises Inc - Manager	Tiffany Robbbaro	12/31/2023
Caffe Nero	530 Main Street	Caffe Nero Americas, Inc	Mark McElkerny / Katrina Sloan	12/31/2023
Cappa's Trackside Kitchen	One Grove Street	Debra Penachio		12/31/2023
Dunkin' Donuts	470 Lynn Fells Pkwy	Constantine Scrivanos	Claudia Tranquilin	12/31/2023
Dunkin' Donuts	348 Main Street	Constantine Scrivanos	Claudia Tranquilin	12/31/2023
Ernie's Lunch LLC	458 Franklin Street	Peter M Gandolfo	Janice P Gandolfo	12/31/2023
Giacomos Restaurant (Bananaland Inc. d/b/a)	454 Main Street	Joseph A Dinarello	Richard A. Talieri	12/31/2023
Jitters Café	12 Main Street	Timothy LaPrade		12/31/2023
Kennedy's Ice Cream Bar	888 Main Street	Lisa Kennedy-Dowd	Christine Kennedy	12/31/2023
La Qchara (Lorenzo Tenreiro d/b/a)	506 Franklin Street	Lorenzo Tenreiro		12/31/2023
Liberty Bell Roast Beef & Seafood	886 Main Street	Theodore Lantzakis	Arsen Sheraj	12/31/2023
Melrose Diner (Thoma Zoto d/b/a)	44 W Wyoming Avenue	Thoma Zoto		12/31/2023
Melrose House of Pizza (Casona, LLC d/b/a)	475 Main Street	Robert Musaraj		12/31/2023
Melrose-Wakefield Hospital Cafeteria	585 Lebanon Street	MelroseWakefield Healthcare	Anwaar Khan	12/31/2023
Mexico Lindo (Mex-Fajitas, Inc d/b/a)	449 Main Street	Felipe Moreno	Pablo Marbaoul Luis Moreno	12/31/2023
Mother's Pizza	524 Franklin Street	William Kamouzis	Anastasia Kamouzis	12/31/2023
My Diner Inc. d/b/a My Diner	399 Main Street	Joana Baka Valle	Oscar I. Valle Portillo	12/31/2023
Ocean Sushi	16 Oak Grove Avenue	Lihong LI		12/31/2023
Petrone's Pizza and Deli	438 Main Street	Leonidas Armenis		12/31/2023
Rising Eagle Publick House	503-509 Main Street	James Turner	Chris Turner	12/31/2023
Sushi Corner	18C Essex Street	Jiebo Zhu	-	12/31/2023
Tahpas 529 (Tenreiro, LLC d/b/a)	529 Franklin Street	Emily Tenreiro	Lorenzo Tenreiro	12/31/2023
Tenoch	517 Main Street	Alvaro Sandoval		12/31/2023
Theo's Pizzeria (Nastassia Yezubchyk d/b/a)	55 W. Wyoming Avenue	Nastassia Yezubchyk		12/31/2023
Turner's Seafood Grill & Market	506 Main Street	James B. Turner		12/31/2023
Whole Foods Market Group, Inc.	880 Main Street	Manager		12/31/2023
Wood & Fire (Sonny's Fire & Wood, LLC d/b/a)	35-37 Essex Street	Elizabeth Auciello	Joe Auciello	12/31/2023

Business Name	Location of Garage	Owner	Expiration
Cesar Cars Auto Sales Corporation DBA Melrose Auto Gallery	303 Lebanon Street	Cristian Balmore Serrano	December 31, 2023
Dovales Enterprises, LLC DBA Certified Automotive Solutions	17 Upham Street	Jaime Dovalé	December 31, 2023
Kaplas Links	278 Main Street St #3D	Kayode Asupoto	December 31, 2023
Revere Auto Repair	102 Lebanon Street	Nicholas J DiBartolomeo	December 31, 2023
Stephen's Towing, Inc. d/b/a Stephen's Auto Sales	140 Tremont Street	Stephen Longmuir	December 31, 2023



PAUL BRODEUR
Mayor

CITY OF MELROSE

OFFICE OF THE MAYOR

City Hall, 562 Main Street
Melrose, Massachusetts 02176
Telephone - (781) 979-4440
Fax - (781) 662-2182

MEMORANDUM

To: Melrose City Council
From: Mayor Paul Brodeur
RE: Library Board of Trustees Appointment
Date: November 8, 2022

I respectfully request the Honorable City Council confirm the appointment of Peter Bowman, of 24 Arlington Road, to the City of Melrose Library Board of Trustees for a one-year term, said term to expire the last day of February 2023. Mr. Bowman's appointment replaces the appointment of Edward Waystack, who has resigned from the Board.

Mr. Bowman, whose request for appointment comes with the support of Melrose Public Library Director Linda Gardener, has previously served on the Melrose Traffic Commission, the Board of Chamber of Commerce, Capital Improvement Plan Committee and the Master Plan Committee.

I am confident that Mr. Bowman's commitment to the City of Melrose will continue in his capacity as a Library Board Trustee.

Thank you for your consideration.

Minutes Acceptance: Minutes of Jan 17, 2023 7:45 PM (Reading of the Minutes)

Contact

www.linkedin.com/in/peter-t-bowman (LinkedIn)

Top Skills

Public Policy

Community Engagement

Grassroots Lobbying

Peter Bowman

Public Policy Leader | Community Engagement Professional |
Detailed Tactician & Global Thinker
Boston, Massachusetts, United States

Summary

I am a telecommunications leader who is passionate about technology playing a powerful role improving society, business, and the individual lives of all ages. I have worked in the public policy arena advocating at both the state and local levels in Massachusetts and Rhode Island. I was the lead government affairs executive on Verizon's negotiating team working with over 100 municipalities and Rhode Island state agencies gaining approval for the company to provide Fios video services. I have a demonstrated track record of defeating legislation that would have a negative impact on the business in the areas of privacy, net neutrality and increased regulation that would have resulted in millions of dollars of increase operational costs. I also have led efforts to pass legislation that was good for expanded technology deployment and economic development.

I am a dynamic leader who builds winning relationships and strateg alliances through strong communication skills and team approach. I have led teams comprised of members from various organizations into a cohesive collaborative group which meets or exceeds its objectives. I use this approach working with trade groups and external partners and as a result have been asked to take leadership positions.

I have extensive experience in creating grassroots support through community engagement to positively influence policies in the communities we live and work. I am a strong believer of the power of volunteerism. I have supported key healthcare organizations such as Boston Children's Hospital and the Jimmy Fund. I also spent time working within my own community to assist with governmental initiatives such as a new master plan.

Minutes Acceptance: Minutes of Jan 17, 2023 7:45 PM (Reading of the Minutes)

Key Competencies: Government relations/lobbying | Media relations | Philanthropy management | Project management | Negotiations | Strategic planning | Sales | Leadership | Community engagement

Experience

Verizon

17 years 7 months

Verizon – Director Government Affairs – Tax Policy

January 2021 - March 2022 (1 year 3 months)

Developed proactive state tax policy seeking opportunities to reduce tax burdens on the company while creating the opportunity for increased infrastructure investment. Worked closely with tax experts to develop legislation considering both the impact at the state and federal level. Analyze the potential for success while developing initial campaign plans to advance the legislation.

-Developed proactive efforts to support tax legislation and broadband deployment through an equipment exemption saving the business more than \$4m annually.

-Led efforts to conduct a detailed analysis to file New Jersey personal property legislation with the potential of eliminating a multi-million dollar tax dispute that has been ongoing since the late 1990s.

Director Government Affairs/Lobbyist/Community Engagement New England

December 2018 - December 2020 (2 years 1 month)

Lead seven-member team and outside consultants executing legislative strategy, tactics, and content in support of company goals and positions at the municipal and state level in five New England states. Objectives relate to identifying and influencing proposed state and municipal legislative activities, community engagement and broadband deployment.

- Built and sustained broad-based relationships in the community with diverse organizations positively impacting economic development, non-profits, education, health care, seniors, consumers and industry.

- Led the New England team partnering with wireless network organization to negotiate municipal contracts and ordinances to deploy 5G small cells in

Boston, Arlington, Melrose, Medford, Providence RI, Portland Me to highlight a few key municipalities exceeding the northeast objectives.

National One Fiber Community Engagement/Director Government Affairs/Lobbyist – MA/RI

November 2011 - November 2018 (7 years 1 month)

In an expanded role lobbied the executive branch and the legislature in Rhode Island. Developed and implemented legislative strategy, tactics, and content in support of company goals and positions at the municipal and state level. Identified and influenced proposed state and municipal legislation and regulation. Member of a national leadership team to enhance Verizon's brand and reputation through the development of national community engagement strategy.

- Adopted for a lead role in a first of its kind \$6B one fiber deployment in the City of Boston working with internal senior executives and directly with the mayor and key cabinet members.

- Secured RI small cell legislation the first of its kind in the northeast clearing the path for 5G deployment.

Director External Affairs Massachusetts & Rhode Island

September 2004 - October 2011 (7 years 2 months)

Facilitated Fios franchising process in MA & RI working with direct reports, extensive team of attorneys, negotiators and outside consultants. Led advocacy team that developed strategies and messaging to communicate, influence and interface directly with municipal leaders to gain approvals at the local level to deploy video services.

- Secured 115+ video licenses in MA and gained approvals in 85% of the State of Rhode Island and surpassed the Region's deployment goals and open for sales objectives.

- Provided advocacy leadership on tax and video deployment working closely with internal and external teams. Adopted a campaign mentality using tools such as direct mail, media placements, website strategies and messaging.

- Provided grants to 300 + nonprofit organizations managing a \$4M budget. Strategically executed philanthropy events to garner press and attention for the work.

Minutes Acceptance: Minutes of Jan 17, 2023 7:45 PM (Reading of the Minutes)

Education

Babson F.W. Olin Graduate School of Business
Master of Business Administration - MBA

Northeastern University
Business Administration and Management, General

Peter T. Bowman
24 Arlington Road
Melrose, Massachusetts

Dear Mayor Paul Brodeur,

I am writing to express my interest in serving on the Melrose Library Board of Trustees. As we discussed, I think this is an exciting opportunity to serve the city and I feel my experience both professionally and being part of the community for many years will help me add value to the Board. I also had the opportunity to discuss with Linda Gardener the role and the exciting things currently occurring at the library as well as the construction of the new building.

I have previously served on the Master Plan Committee, Traffic Commission, Board of the Chamber of Commerce and recently on the CIP committee and I think this new role will allow me to continue to give back to the city. As we emerge from the pandemic libraries play a critical role in the community for all residents and I look forward to being involved with this effort. If selected for this position, I will be an active member of the Board providing guidance and support to the library staff and my fellow trustees.

I want to thank you for nominating me and thank the City Council for my consideration. If you need any additional information, please don't hesitate to contact me. I look forward to the next steps in the process.

Sincerely,

Peter T. Bowman

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8410 Education, Public Safety and Substance Abuse Stabilization Fund Proposal

City of Melrose Health and Human Services

Prevention and Wellness

The City of Melrose Health and Human Services (HHS) Department proposes to utilize the revenue in the stabilization fund for citywide public health prevention and wellness initiatives, including cannabis education, public safety, and recovery coaching.

The staff person who will lead this work and is proposed to be paid out of this fund beginning January 2023, is a 15-year HHS employee, Kara Showers. Kara is a Certified Health Education Specialist with a Masters Degree in Public Health. As the Prevention and Wellness Coordinator in HHS, Kara is responsible for:

- Leading and managing chronic disease prevention and community health initiatives, using a public health lens.
- Coordinating prevention grants.
- Assessing the public health needs of the Melrose community.
- Supporting prevention service programs related to substance use and mental health.

In Massachusetts, cannabis & marijuana use are on the rise from youth to senior citizen populations. *(The word “cannabis” refers to all products derived from the plant*

Cannabis sativa. The cannabis plant contains about 540 chemical substances. The word “marijuana” refers to parts of, or products from, the plant *Cannabis sativa* that contain substantial amounts of tetrahydrocannabinol (THC). CBD, or cannabidiol, is the second most prevalent active ingredient in cannabis. While CBD is an essential component of medical marijuana, it is derived directly from the hemp plant, a cousin of marijuana, or manufactured in a laboratory. Cannabidiol (CBD) is a compound found in marijuana. CBD is not impairing, meaning it does not cause a “high.”^{1, 2}

According to the most recent administration of the Youth Risk Behavior Survey (YRBS), Melrose high school youth report the following:

- 25% have tried marijuana at least 1 time in their life
- 10% reported using marijuana at home and 16% reported using at a friend’s house
- 28% thought that their friends feel marijuana is *not wrong at all*, 23% thought their friends thought it was a *little bit wrong*
- 50% of youth reported getting marijuana from a friend

Research shows that heavy cannabis users are more likely to report thoughts of suicide than non-users and regular cannabis use is likely to increase the risk of developing a social anxiety disorder³. Increased awareness of the health effects of marijuana and how THC impacts the brain and mental health is imperative for Melrose youth. Collaborating with the Melrose Health and Wellness Coalition (*formerly the Melrose Substance Abuse Prevention Coalition*), and the Melrose Public Schools administration, faculty and staff, this information, as well as refusal skills and social norming campaigns, can be presented using available evidence-based marijuana toolkits⁴. Secondly, this funding could support the development and implementation of healthy coping mechanisms for students, which are an essential outlet in a young person’s life. Finally, partnering with local organizations (i.e., PTO’s) and parents to host events like “In Plain Sight” show family members how and where to look for early cannabis use signs.

¹ [CBD: What You Need to Know \(cdc.gov\)](https://www.cdc.gov/drugprevention/cannabis/index.html)

² [Cannabidiol \(CBD\): What we know and what we don't - Harvard Health](https://www.health.harvard.edu/staying-healthy/cannabidiol-cbd-what-we-know-and-what-we-dont)

³ [Mental Health - The Health Effects of Cannabis and Cannabinoids - NCBI Bookshelf \(nih.gov\)](https://www.ncbi.nlm.nih.gov/pmc/articles/PMC6031111/)

⁴ [Cannabis Awareness & Prevention Toolkit | Cannabis Awareness and Prevention Toolkit | Stanford Medicine](https://www.stanford.edu/content/dam/hsn/pdfs/Cannabis-Awareness-Prevention-Toolkit.pdf)

It is not only important to educate our youth about marijuana but support our adult and elderly populations. Thirteen percent of Melrose adult respondents from the COVID Community Impact Survey (CCIS) data⁵ said they have used marijuana in the past 30 days. Since recreational use is legal among adults, an assumption can be made that use is even higher than that. Further, both Melrose adults and senior citizens could benefit from more dialogue and education on this topic. With this funding, HHS, in partnership with COA, can host meetings and other events to provide information on cannabis/marijuana/CBD, identify resources and present subject matter experts.

For those residents struggling with substance use, this funding can also bring recovery coaching services to the City. A peer recovery coach or community health worker can assist individuals by finding the necessary recovery resources, establishing accountability as well as another level of support. Recovery coaching services are expanding in surrounding communities as its importance is being recognized across all ages.

According to the 2019 MelroseWakefield Healthcare Community Needs Assessment, 8.2% of Melrose residents died of chronic ischemic heart disease, making it one of the top 3 causes of death in the City ⁶. A large study led by researchers at Stanford Medicine stated that p⁷_{0.001}. Of course, these heart disease cases cannot all be attributed to marijuana use. However, all residents young and old could benefit from healthy heart prevention initiatives—from more opportunities for the community to connect to ways to increase daily physical activity.

To make Melrose an even healthier community, and to support overall resident wellness, this funding will provide increased services community-wide. It will provide supplies, staffing, facilities, etc. to offer projects such as:

- Councilor-led community health forums in wards across the City 1-2x year. *Health topics could include CBD/cannabis/marijuana, heart disease, lung cancer, COVID, and/or others.*
- Yoga, Tai Chi, Mindfulness, Art Classes, StoryBook Walks etc. in our passive City parks and other designated City spaces.
- Healthy aging and dementia risk reduction initiatives.

⁵[CCIS Data](#)

⁶[Melrose-Wakefield Hospital 2019 Community Data Profile](#)

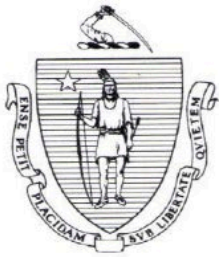
⁷[Marijuana linked to heart disease; supplement may mitigate risk, study reports | News Center | Stanford Medicine](#)

- Recovery coaching services.
- Open space and recreation support.
- Blood pressure screenings for adult and older adult populations.
- Healthy food security partnerships with our local faith-based organizations/food pantries and food rescue organizations.
- Space to hold events and classes for the community.

BUDGET ESTIMATE: (January 2023-December 2023, initial start-up investment costs)

Item	~\$	MUNIS Category
Prevention and Wellness Coordinator (part-time)	\$51,456 \$7,246	Salary, Wages, Benefits
Evidence-based marijuana prevention downloadable toolkits (topics: cognitive function, refusal skills and social norming campaigns) & short policymaker trainings	\$1,000	Supplies, Printing, Professional Services, Training
Healthy coping classes (art, exercise classes: mindfulness, yoga, tai chi, walks)	\$14,000	Contract, Supplies, Professional Services
Recovery Coaching Services/Community Health Worker with addiction specialist training	\$25,000	Contract
Community Connectedness Space for events & classes ("In Plain Sight", Community Health Forums, speakers to discuss CBD/ cannabis/marijuana)	\$16,000	Contract, Supplies, Professional Services
Healthy Aging/Dementia-Friendly initiatives	\$8,000	Supplies, Professional Services
Open Space/Recreation support	\$9,000	Supplies
Blood Pressure Screenings	\$2,000	Supplies, Professional Services
Healthy Food Security (i.e. mini food pantries)	\$13,000	Supplies, Contract
Trainings & Continuing Education	\$2,000	Training

Advertising	\$1,500	Advertising
TOTAL	\$150,202	



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

CHARLES D. BAKER
GOVERNOR

KARYN E. POLITO
LIEUTENANT GOVERNOR

November 15, 2022

Dear Mayor Paul Brodeur,

Congratulations! I am pleased to notify you that the City of Melrose has been awarded a Sustainable Materials Recovery Program grant in the amount of \$15,600. I want to thank you for your commitment to reducing waste and increasing recycling for the benefit of our communities and the environment.

Enclosed you will find further instructions from the Department of Environmental Protection on next steps. Please feel free to contact Janine Bishop at Janine.Bishop@mass.gov if you have any questions.

Governor Charles D. Baker

Lt. Governor Karyn E. Polito

Handwritten signatures of Governor Charles D. Baker and Lieutenant Governor Karyn E. Polito in blue ink.

Minutes Acceptance: Minutes of Jan 17, 2023 7:45 PM (Reading of the Minutes)



Commonwealth of Massachusetts
Executive Office of Energy & Environmental Affairs

Department of Environmental Protection

Charles D. Baker
Governor

Karyn E. Polito
Lieutenant Governor

Bethany A. Carr
Secretary

Martin Suuberg
Commissioner

November 15, 2022

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

Dear Mayor Brodeur,

Congratulations! It is my pleasure to inform you that the Massachusetts Department of Environmental Protection (MassDEP) has awarded the City of Melrose Recycling Dividends Program funds under the Sustainable Materials Recovery Program. The City of Melrose has earned 12 points and will receive \$15,600.

The Sustainable Materials Recovery Program (SMRP) was created under 310 CMR 19.300-303 and the Green Communities Act, which directs a portion of the proceeds from the sale of Waste Energy Certificates to recycling programs approved by MassDEP. We are awarding over \$4.2 million in SMRP funding to 270 municipalities and regional groups in this round of funding.

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

To accept your grant award, please sign and return the attached RDP Contract via email before January 15, 2023. After we receive your signed RDP contract, funds will be sent to your community. See the enclosed checklist for further instructions related to your RDP grant. Should you have any questions, please email [Janine Bishop](mailto:Janine.Bishop@mass.gov) at Janine.Bishop@mass.gov.

Thank you for your continued commitment to recycling and waste reduction in Massachusetts.

Sincerely,

Martin Suuberg
Commissioner

cc: Alison Beucler, Environmental Outreach Coordinator

SIGN AND RETURN THIS DOCUMENT TO MASSDEP VIA EMAIL

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

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

The Recycling Dividends Program provides payments to municipalities that have implemented specific programs and policies proven to maximize reuse, recycling and waste reduction. Municipalities receive payments according to the number of criteria points their program earns based on the *2022 Details: Recycling Dividends Program* and number of residents served as described below. RDP provides an incentive for municipalities to improve their recycling programs by implementing best practices and rewards communities with model recycling and waste reduction programs.

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

RESPONSIBILITIES OF THE MUNICIPALITY

1. **Authority:** The Signatory of this RDP Contract is authorized by the governing body of the Municipality to enter into this Contract on behalf of the Municipality and apply for and accept funds on behalf of the Municipality.
2. **Commonwealth Terms and Conditions:** The Municipality shall comply with the Commonwealth Terms and Conditions and other requirements set forth in the Municipality’s executed Master Service Agreement.
3. **Failure to Comply:** If, in the judgment of MassDEP, the Municipality fails to comply with any of its responsibilities identified in this Contract, then, at the election of MassDEP, (a) the Municipality shall repay the RDP funds to MassDEP within 90 days; and/or (b) title to all materials purchased with the RDP funds immediately and without any further steps shall be transferred to MassDEP; and/or (c) MassDEP may find the Municipality not eligible to seek another Sustainable Materials Recovery Program Grant for up to three years. MassDEP may provide written notice to the Municipality of any such failure to comply. Such notice may provide a time period and manner for the Municipality to cease or remedy the failure. Such notice from MassDEP of any such failure by the Municipality is not a precondition to MassDEP’s right to select options (a), (b), and/or (c) above. The Municipality shall follow the instructions of MassDEP regarding possession of the materials purchased with RDP funds. The Parties hereby agree to execute any and all documents necessary to accomplish said transfer. Furthermore, the Municipality shall transfer or arrange to transfer actual possession of said materials to an authorized representative of the Commonwealth of Massachusetts or its designee.
4. **Recycling in Practice:** The Municipality has established paper, bottle and can recycling in all municipal buildings, offices and meeting spaces, including schools. The Municipality shall continue such paper, bottle and can recycling during the term of the RDP Contract.
5. **Notification of Buy Recycled Policy:** The Grantee has established a written policy which promotes a preference for the purchase of recycled products in lieu of non-recycled products and distributes an annual notification of the Buy Recycled Policy, ordinance or by-law to all staff, department heads and employees with purchasing authority. This notice should be sent from the Mayor, Board of Selectmen, Town Manager, Town Administrator, or Chief Purchasing or Procurement Officer; and should include specific language encouraging the purchase of recycled products as it supports municipal recycling collection programs, recycling markets, and supports closed loop recycling. The Grantee shall submit the annual notification to MassDEP on or before February 15th during the term of the Grant. Failure to submit by this deadline will result in the loss of an RDP point.

Minutes Acceptance: Minutes of Jan 17, 2023 7:45 PM (Reading of the Minutes)

SIGN AND RETURN THIS DOCUMENT TO MASSDEP VIA EMAIL

6. RDP Payment Calculation: MassDEP has calculated the RDP Payment using the table below which shows payment brackets based on the number of households served by the municipal solid waste program and the point value for each bracket. *See Details: Recycling Dividends Program guidance document for additional information on point value.*

RDP Payment Brackets

# of Households that Receive Trash Service Provided by the Municipality	Point Value Basic Level 1-9 pts.	Point Value Advanced Level ≥ 10 pts. or RDP EJ Populations
0 - 1,999	\$245	\$350
2,000 - 4,999	\$420	\$600
5,000 - 7,499	\$770	\$1,100
7,500 - 9,499	\$910	\$1,300
9,500 - 12,499	\$1,260	\$1,800
12,500 - 16,999	\$2,100	\$3,000
17,000 - 24,999	\$2,450	\$3,500
25,000 - 31,999	\$2,800	\$4,000
32,000 - 99,999	\$4,550	\$6,500
100,000 +	\$7,000	\$10,000

7. Program Criteria: The Municipality, through its RDP application, certifies that all points earned are for programs that were in place between July 1, 2021 and June 30, 2022 and that these programs fully meet the performance standard set forth in the *2022 Details: Recycling Dividends Program guidance document*.
8. Use of Funds: RDP Payments shall be expended on activities and programs listed on the Approved Spending Categories for Recycling Dividends Program and Regional Small Scale Initiative Funds, to enhance the performance of the Municipality's waste reduction programs. Use of a dedicated account is recommended. Funds may be carried over to future years and accumulated to fund a larger eligible expense or project. Planned use of funds shall be noted on the Annual RDP Spending Report. However, MassDEP may delay future RDP payments if municipality is not expending funds.
9. Record Keeping: The Municipality shall be responsible for keeping documentation (i.e. proof of purchase in the form of an invoice which lists the vendor name and address, item purchased, item price, number of items purchased and shipping costs if any) by calendar year, of how RDP funds were expended and the remaining balance of RDP funds. MassDEP may conduct record audits to ensure compliance with this Contract.
10. Reporting: By February 15th of each year, for the duration of the Contract, the Municipality shall submit the annual Recycling and Solid Waste survey and the RDP Spending Report through its ReTRAC Connect™ account. Submission of the Annual Notification of Buy Recycled Policy as described in condition 5. above is also required. Failure to comply with these reporting requirements will result in the loss of one RDP point and may jeopardize future grant awards and RDP payments.
11. Environmental Compliance: The Municipality understands receipt of RDP funds from MassDEP does not in any way imply that the Municipality is in compliance with applicable environmental regulations. This Municipality shall not be construed as, nor operate as, relieving the Municipality or any other person of the necessity of complying with all applicable federal, state, and local laws, regulations and approvals. The Municipality's facility(ies) are subject to inspection at any time by MassDEP and noncompliance with applicable environmental regulations may result in formal enforcement actions, including penalties.
12. Addendums: Should MassDEP award additional RDP funds, an addendum to the Contract shall be provided to the Municipality. The same terms and conditions apply to the addendum.

SIGN AND RETURN THIS DOCUMENT TO MASSDEP VIA EMAIL**13. RDP Payment Calculation:**

The Municipality's payment has been calculated as follows:

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

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

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

COMMONWEALTH OF MASSACHUSETTS

By: _____

John Fischer, Deputy Division Director
Bureau of Air and Waste
Department of Environmental Protection

Date**City of Melrose**Municipal Official(s) Authorized to sign: **Mayor, Director DPW, Assist DPW Director, Admin Finance**

By: _____

Signature

Title_____
Date_____
Print Name

Minutes Acceptance: Minutes of Jan 17, 2023 7:45 PM (Reading of the Minutes)



CITY OF MELROSE

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

10.3.c

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

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

MEMORANDUM

To: Mayor Paul Brodeur
Melrose City Council

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

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

Date: November 16, 2022

Re: Mass DEP Recycling Dividends Program Grant

As a result of our annual application to the Massachusetts Department of Environmental Protection, the City of Melrose Department of Public Works Solid Waste and Recycling team is proud to report that we have qualified for and received an award of \$15,600. Due to the efforts of our current Environmental Outreach Coordinator and her predecessor, this is an increase of \$3,900 over last year's award. Congratulations and thank you go to Lisa Scott and especially to Alison Beucler.

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

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

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

We formally request acceptance of this grant award of \$15,600 from the Mass DEP for our Recycling Dividends Program. Funds will be deposited into our Solid Waste and Recycling revolving account that has been set up by the City Auditor. There is no cost or encumbrance required to enter into this agreement and there will be no effect on the FY23 or FY24 Operating Budget.

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Checklist for Recycling Dividends Program Grant Award

This document contains important grant deadlines and requirements

STEP ONE: EXECUTING THE CONTRACT

It is the responsibility of the municipal Recycling Contact to ensure that the RDP Contract is signed by an **individual currently holding one of the Titles** listed on the Authorized Signatory Listing form, which your municipality filed with MassDEP in 2022. If the person(s) listed on the form has changed (for example, a new Mayor has been elected), the municipal official with the same title may sign the RDP Contract and a new Authorized Signatory Listing form **IS NOT REQUIRED**.

Please sign and email the RDP Contract to wilfred.mbah@mass.gov for processing of payment no later than **January 15, 2023 or funds may be forfeited**. Acceptable forms of signature are:

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

STEP TWO: TRACK EXPENDITURES BY APPROVED EXPENSE CATEGORY

- This is not a reimbursement-based grant. Your award payment will be processed as soon as the RDP Contract is returned.
- However, you are required to keep track of approved expenditures, by expense categories. Please review the list of [Approved Spending Categories](#) to determine the appropriate category. Items/activities are listed in the category deemed most appropriate in cases where there is overlap.
- Be prepared to be audited.

STEP THREE: REPORT EXPENDITURES AND REMAINING BALANCE

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

Contact [Wilfred Mbah](#) with any questions.

Ghobrial, Andrew

From: Grigoraitis, Jennifer
Sent: Monday, December 19, 2022 5:45 PM
To: Ghobrial, Andrew
Subject: Fw: PEG cable access appropriation

can you add this to the order when you have a chance? Apologies I thought I sent this earlier but apparently it didn't go through.

Jen Grigoraitis, she/her/hers
 Ward 6 Councilor, City of Melrose

From: Phillips, Shannon <sphillips@CityofMelrose.org>
Sent: Friday, December 16, 2022 2:57 PM
To: Dello Russo, Patrick <PDelloRusso@CityofMelrose.org>; Grigoraitis, Jennifer <jgrigoraitis@CityofMelrose.org>
Cc: Golden, Kerriann <kgolden@CityofMelrose.org>; *Mayor Brodeur <pbrodeur@CityofMelrose.org>
Subject: RE: PEG cable access appropriation

Also as a quick point of clarification, pursuant to the federal Cable Communications Policy Act a municipality may request a maximum of 5% of the cable operator's (Comcast /Verizon) annual gross revenue from operating in the municipality- hence the reason for the 5% requirement in both licenses.

Thank you.

Shannon T. Phillips
 City Solicitor
 City of Melrose
 562 Main Street
 Melrose, MA 02176
 (781) 979-4184



From: Phillips, Shannon <sphillips@CityofMelrose.org>
Sent: Friday, December 16, 2022 12:47 PM
To: Dello Russo, Patrick <PDelloRusso@CityofMelrose.org>; Grigoraitis, Jennifer <jgrigoraitis@CityofMelrose.org>
Cc: Golden, Kerriann <kgolden@CityofMelrose.org>; Mayor Brodeur <pbrodeur@CityofMelrose.org>
Subject: RE: PEG cable access appropriation

Good afternoon Jen:

Thank you for your email.

Under Massachusetts General Laws chapter 166A section 1, the Mayor is the Issuing Authority of cable licenses for the City of Melrose. These license agreements require 5% of annual gross revenues to be paid by the providers (Comcast and Verizon) to the Issuing Authority (or PEG Access designee) for PEG Access Channel operating support or other PEG

Access Channel costs and expenses. By law, the allocation of these funds is at the discretion of the Issuing Authority -i.e. choosing the % split between MMTV and the schools is at the Mayor's discretion and not the subject of a signed agreement.

Rather, per precedent set by previous administrations since at least 2013, 4% has been allocated from these funds to go to MMTV and 1% to the City- this 1% as I understand it has historically gone to the schools once received (see the attached letter from Mayor Dolan indicating these % splits).

Since June of 2019, given the new regulations put in place requiring Council appropriation, the 5% has been paid into the PEG Access Cable Fund set up pursuant to M.G.L. c. 44, s. 53 ¾ to be spent for PEG Access purposes, and appropriations from that fund have been requested. The current administration is using the same % split allocation of funding as used in recent years in the City.

As an FYI, the Order you reference below is the 7th time (since June of 2019) City Council is being asked to appropriate funds from this account using the same % splits between MMTV and Schools.

Thank you.

Shannon T. Phillips

City Solicitor

City of Melrose

562 Main Street

Melrose, MA 02176

(781) 979-4184



From: Grigoraitis, Jennifer <jgrigoraitis@CityofMelrose.org>

Sent: Thursday, December 15, 2022 4:25 PM

To: Phillips, Shannon <sphillips@CityofMelrose.org>; Dello Russo, Patrick <PDelloRusso@CityofMelrose.org>

Subject: PEG cable access appropriation

Hi Shannon & Patrick,

Order 2023-43, appropriation of the PEG cable access fund, is before the A&O comm on Monday night. The order states:

An Appropriation from the PEG Access Cable Fund (#2922) in the amount of \$225,558.03 to MMTV and \$56,389.51 to Melrose Public Schools for fees received year to date. The receipts requested for appropriation represent MMTV's 4.00% and Melrose Public School's 1.00% of the City of Melrose PEG Access Agreement. Fund 2922 was established by Council Order on 6/17/19 Order 2019-109 and under MGL Chapter 44 Section 53F 3/4.

Can you confirm how the percentage split between it and MHS for these funds is determined? And how this is negotiated/documentated? I am trying to understand if the City plays any formal role in this, either be determining the split or signing an MOU or other agreement.

Thanks,

Jen

[Jen Grigoraitis, she/her/hers](#)

[Ward 6 Councilor, City of Melrose](#)

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CITY OF MELROSE

Human Resources Department

Polina Latta

Director

Platta@cityofmelrose.org

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

(P) 781-979-4146

(F) 781-979-4246

To: President Chris Cinella
Melrose City Council

From: Polina Latta, Human Resources Director

Re: Compensation and Classification Study

Date: October 12, 2022

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

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

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

This is a base salary plan and does not include compensation for stipends, cost-of living, benefits, or other compensation. For initial placement of employees within the plan, the City used the approach of placing at the step closest to but just above their current wage in order to not

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reduce the pay of any current employee. For employees whose salary was below the minimum of the pay range efforts were made to bring it into the range. To maintain fairness, it was recommended that should an employee salary fall above the upper limit of the range the City should maintain that salary and not reduce it.

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

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

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

Ghobrial, Andrew

From: Golden, Kerriann
Sent: Friday, October 28, 2022 12:42 PM
To: Grigoraitis, Jennifer
Cc: Dello Russo, Patrick; Phillips, Shannon; Latta, Polina; Ghobrial, Andrew; Cinella, Christopher
Subject: RE: Request for additional documentation for orders 2023-29, 2023-30, 2023-31
Attachments: 8404ContractStabilizationHistory.pdf; 2006-221 Creation of Contractual Obligations S&W Stabilization Fund.pdf

Good Morning Councilor Grigoraitis,

Patrick and I are providing the information for the questions below that are relevant to our piece. Attached please find a 10 year history of the Contract Stabilization Fund. This fund was established by the Council Order attached 06-221.

-Contract Stabilization was established by Council Vote 06-221 and in accordance with MGL Chapter 40, Section 5B.
 -Water Retained Earnings and Sewer retained earnings were established under MGL Chapter 44, Section 53F ½ for Enterprise Funds.

There are no CBAs that are restricted from using the Contractual Obligations and Salary & Wages Stabilization Fund.

For orders 2023-30 and 2023-31- Yes, these raises will be retro to the start of Fiscal Year 2023. For the FY 2023 budget, Steps and longevity changes were budgeted. Appropriation Orders 2023-30 and 2023-31 represent the COLA negotiated with both Local 272 Clerical and Local 272 Laborers.

Thanks
 Kerri
 Assistant City Auditor
 City of Melrose
 562 Main Street
 Melrose, MA 02176

From: Grigoraitis, Jennifer <jgrigoraitis@CityofMelrose.org>
Sent: Monday, October 24, 2022 11:27 AM
To: Latta, Polina <platta@CityofMelrose.org>; Dello Russo, Patrick <PDelloRusso@CityofMelrose.org>; Phillips, Shannon <sphillips@CityofMelrose.org>
Cc: Ghobrial, Andrew <aghobrial@CityofMelrose.org>; Cinella, Christopher <ccinella@CityofMelrose.org>
Subject: Request for additional documentation for orders 2023-29, 2023-30, 2023-31

Good morning,

My understanding is that some combination of the three of you will be before the Appropriations & Oversight Comm to speak to these three orders. In advance of that meeting (which I know Andrew is working to get scheduled), I would like to receive the following additional information:

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- ten-year history of all approved withdrawals from the contract stabilization account and indication of what was approved (e.g., in X year the council approved Y amount to go toward funding retro raises for Z collective bargaining agreement)
- Copy of the compensation study completed by the consultant any any related documents
- A list of any identified non-union positions that are currently identified for a compensation adjustment under order 2023-29 to maintain compliance with the MA Equal Pay Act
- List of all positions by job title and department slated to be adjusted under the 2023-29 funding request
 - For these positions, total current annual compensation, inclusive of stipends, COLAs ,and any other monetary compensation paid out of all City funds (operating and enterprise)

Additional questions (that I am happy to discuss beforehand and also anticipate asking in the meeting):

- What is the stated purpose for the contract stabilization, water retained earnings, and sewer retained earnings funds? Is this stated purpose set by: state statute/charter/city admin/all of the above?
- Are there any collective bargaining units within the City (including those under MPS) that are not eligible to access the contract stabilization fund? If so, why?
- Orders 2023-30 and 2023-31 reference that the funding request is for FY 23 funding for a union contract. When was this contract settled? Are these raises retro to the start of the fiscal year? Were any of these raises budgeted for in the current FY 23 budget, or is the totality of the increases being absorbed through the stabilization and retained earnings fund?

Thank you.

Best,

Jen

[Jen Grigoraitis, she/her/hers](#)

[Ward 6 Councilor, City of Melrose](#)

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Established Council Order 06-221 in accordance with MGL Chapter 40, Section 5B		
8404 Contract Stabilization		
Detail	Description	Funding Orders
Opening Balance Fiscal year 2013		
2014-74	Clerical - 1 Year	(17,104.23)
2015-102	Library 1 Year	(12,343.95)
2016-55	Laborers 1 Year	(73,241.53)
2016-56	Laborers 1 Year Cemetery	(19,718.89)
2017-39	Fire 2 Years	(369,520.22)
2017-36	Clerical - 1 Year	(9,593.40)
2017-109	Patrol 2 Years	(213,259.09)
2018-55	Library 1 Year	(13,000.00)
2018-152	Fire 1 Year	(103,750.00)
2019-52	Police 1 Year	(101,827.00)
2020-17	City Solicitor - Liquor Commission stipend	(5,000.00)
2020-18	Clerical - 1 Year	(61,138.14)
2022-42	Fire - 2 Years	(317,693.00)
		(1,317,189.45)



CITY OF MELROSE
In Board of Aldermen

June 5, 2006

AN ORDER
06-221

Creation of a new Stabilization Fund entitled "Contractual Obligations and Salary & Wages Stabilization Fund", in accordance with Massachusetts General Laws Chapter 40, Section 5B

Offered by Mayor Robert J Dolan
BE IT ORDERED

that, the creation of a new Stabilization Fund entitled "Contractual Obligations and Salary & Wages Stabilization Fund" Number 8404, in accordance with Massachusetts General Laws Chapter 40, Section 5B be, and hereby is passed.

PASSED

JUN - 5 2006
[Signature]
President of the Board of Aldermen

APPROVED

JUN - 7 2006
[Signature]
MAYOR

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CITY OF MELROSE

Melrose, 25 ^{MA} June 2006

The Committee on

Appropriations

To Which Was Referred Paper No.

06-221

Entitled

Creation of a new Stabilization Fund entitled "Contractual Obligations and Salary & Wages Stabilization Fund", in accordance with Massachusetts General Laws Chapter 40, Section 5B

REPORTS as Follows:

that it recommends passage of the Order.

For the Committee

Robert A. Boisselle

Chairman

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CITY OF MELROSE

MELROSE CITY HALL
562 Main Street
Melrose, Massachusetts 02176

Telephone: (781) 979-444
Fax: (781) 662-218

ROBERT J. DOLAN
Mayor

May 11, 2006

To the Honorable Board of Aldermen:

I respectfully request the creation of a new stabilization fund entitled "Contractual Obligations and Salary & Wages Stabilization Fund" in accordance with Massachusetts General Laws Chapter 40, Section 5B

Robert J. Dolan
MAYOR

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GUIDELINES:**I. MULTIPLE STABILIZATION FUNDS****A. Creation of Funds**

Stabilization funds may be created for one or more different purposes. G.L. Ch. 40 §5B. A fund may be created for a broad category of spending purposes, *e.g.*, any lawful purpose, capital budget purposes or purposes for which the community may borrow money. It may also be created for a specific purpose or project, *e.g.*, acquire a new fire truck or undertake a particular school construction project.

Creation of a fund requires a ~~(two-thirds vote)~~ of the legislative body of the city, town or district. The vote must clearly define the purpose(s) of the fund.

B. Pre-existing Fund

Any pre-existing stabilization fund balance should continue to be treated as a reserve for any lawful purpose, *i.e.* a "general" stabilization fund. The city, town or district can reallocate or earmark all or part of that balance to any new stabilization funds it creates by a vote to transfer monies from that "general" stabilization fund to the newly created fund. See Section I-D below.

C. Changing Fund Purpose

The purpose of a stabilization fund may be changed at any later time by a two-thirds vote of the legislative body. For example, if a community had established a fund in order to reserve monies to acquire a new fire truck and a balance remains after the purchase, the legislative body could vote to change the purpose to meet some new savings objective.

If a Proposition 2½ levy limit override was approved for the purpose of funding the particular stabilization fund, however, the city or town must also follow the referendum procedure explained in Section II-C below to be able to change the fund purpose and then continue using the additional levy capacity resulting from that override in future years.

D. Appropriations and Transfers

Appropriations into and from any stabilization fund require a two-thirds vote of the legislative body.

**CITY OF MELROSE**

MELROSE CITY HALL
562 Main Street
Melrose, Massachusetts 02176

Telephone: (781) 979-4444
Fax: (781) 662-2111

ROBERT J. DOLAN
Mayor

May 11, 2006

To the Honorable Board of Aldermen:

I respectfully request the creation of a new stabilization fund entitled "Contractual Obligations and Salary & Wages Stabilization Fund" in accordance with Massachusetts General Laws Chapter 40, Section 5B

Robert J. Dolan
MAYOR

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PUBLIC HEARINGS

Public Hearing Set _____

Melrose Free Press _____

MMTV _____

Public Works Notified _____

Utilities Notified _____

Abutters Notified _____

Post Call _____

Invoice _____

LICENSES

Sent Fire ☐ CORI ☐
 Building ☐ Health ☐
 Wts. & Meas. ☐ Police ☐

Rec'd Fire ☐ CORI ☐
 Building ☐ Health ☐
 Wts. & Meas. ☐ Police ☐
 Class II Bond ☐
 Workers Comp Affidavit ☐

CLAIMS

Auditor ☐ City Solicitor ☐
 Public Works ☐ _____ ☐
 _____ ☐ _____ ☐

emailed to department heads ☒
 Ordinances changes:
 Mailed to General Code ☐
 Copy to Book ☐

APPOINTMENTS

Letter ☐ Oath ☐

No 06-22 / original date May 15, 2006

In Board of Aldermen

Referred to Committee on

Appropriations

Creation of a new Stabilization Fund entitled
 "Contractual Obligations and Salary & Wages
 Stabilization Fund", in accordance with
 Massachusetts General Laws Chapter 40, Section
 5B

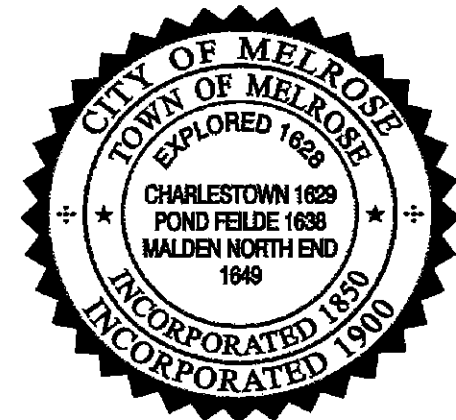
JUN 05 2006

Passed as amended ☐ Passed ☒
 Rule _____ suspended ☐ Defeated ☐
 Immediate consideration ☐ Place on file ☐
 Reconsideration defeated ☐ Reconsidered ☐
 Leave to withdraw ☐ Tabled ☐
 Granted, adopted, confirmed ☐ Recommended ☐
 Ordained Roll Call ☐ Null & Void ☐
 10 Yea ☐ Nay ☐

Mary Rita O'Shea
 Clerk

Aldermen	Yea
Boisselle	☒
Brodeur	☒
Buonopane	☒
Conn	☒
Forbes	☒
Heavey	☒
Mortimer	☒
Seaboyer	☒
Tramontozzi	☒
Wright	☒
Infurna, Pres.	☒

TOTAL	10	0
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FY23 CLASSIFICATION PLAN
City of Melrose
Grade / Position
6
<i>No Positions Assigned</i>
7
<i>No Positions Assigned</i>
8
Administrative Assistant-PT (Veterans, Recreation, Police)
Event Operations Assistant - Memorial Hall
Pine Banks Laborer
9
Animal Control Officer - PT
Assistant Parks Superintendent
Human Resources Assistant
Program Coordinator - MA in Motion
Program Coordinator - Tobacco/Alcohol
Recreation Coordinator
10
Assistant to the Director of Inspectional Services
Executive Assistant to City Solicitor
Executive Office Manager - Police
Finance Administrator - Fire Dept./Public Safety
Milano Center Manager (COA)
11
Assistant City Clerk
Clerk of Committees
Finance Manager (Auditing)
Public Health Specialist
12
Cemetery Administrator
Communication and Community Outreach Coordinator
Emergency Management Director
Local Building Inspector (Certified)
Plumbing and Gas Inspector
Sealer of Weights and Measures
Project Engineer
Water-Sewer Administrator (Billing)
Wiring Inspector
13
Assistant Library Director/Head of Technical Services
Assistant Treasurer
Building Systems Supervisor - DPW
Human Resources Coordinator
Project/ Systems Administrator
Senior Planner
Sustainability Manager
Systems Analyst IT (city and schools) - networks/databases

FY23 CLASSIFICATION PLAN
City of Melrose
Grade / Position
14
Veterans Services Director (Regional Position)
15
Director of Economic Recovery and Business Development
16
Assistant Director of IT
Executive Director Melrose Memorial Hall
City Clerk
17
Deputy City Engineer
Financial Systems Analyst/Project Manager (Auditor/IT Depts.)
Recreation Director
Superintendent of Parks (Mount Hood. Golf Course, Open Space)
18
Assistant Auditor
Council on Aging Director
Executive Director - Melrose Retirement System
Facilities Manager - City and Schools
Operations Manager - DPW
19
Assistant Director - DPW Administration and Finance
Chief Assessor
City Engineer
Director of Community Development and Planning
Director of Inspectional Services/Building Commissioner
Director of Strategic Initiatives and Communications
Health Director (Regional)
Library Director
Treasurer/Collector
20
Assistant City Solicitor
21
Chief Information Officer (city and schools) / IT Director
Human Resources and Labor Relations Director
22
<i>No Positions Assigned</i>
23
Chief Financial Officer and City Auditor
City Solicitor - Labor Counsel
Director of Public Works

MELROSE CONSOLIDATED CNU PROPOSED FY2023 PAY PLAN

Step Grade	1	2	3	4	5	6	7	8	9	10
8	20.91	21.33	21.76	22.20	22.64	23.09	23.55	24.02	24.50	24.99
9	27.54	28.09	28.65	29.22	29.80	30.40	31.01	31.63	32.26	32.91
10	31.62	32.25	32.90	33.56	34.23	34.91	35.61	36.32	37.05	37.79
11	34.75	35.45	36.16	36.88	37.62	38.37	39.14	39.92	40.72	41.53
12	38.25	39.02	39.80	40.60	41.41	42.24	43.08	43.94	44.82	45.72
13	40.80	41.62	42.45	43.30	44.17	45.05	45.95	46.87	47.81	48.77
14	42.84	43.70	44.57	45.46	46.37	47.30	48.25	49.22	50.20	51.20
15	44.68	45.57	46.48	47.41	48.36	49.33	50.32	51.33	52.36	53.41
16	48.96	49.94	50.94	51.96	53.00	54.06	55.14	56.24	57.36	58.51
17	50.75	51.76	52.80	53.86	54.94	56.04	57.16	58.30	59.47	60.66
18	52.79	53.84	54.92	56.02	57.14	58.28	59.45	60.64	61.85	63.09
19	54.88	55.97	57.09	58.23	59.39	60.58	61.79	63.03	64.29	65.58
20	57.63	58.78	59.96	61.16	62.38	63.63	64.90	66.20	67.52	68.87
21	62.99	64.24	65.52	66.83	68.17	69.53	70.92	72.34	73.79	75.27
22	66.10	67.42	68.77	70.15	71.55	72.98	74.44	75.93	77.45	79.00
23	75.07	76.57	78.10	79.66	81.25	82.88	84.54	86.23	87.95	89.71

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HUMAN RESOURCES SERVICES, INC.
Management Consultants to Local Government

Nine Bartlet Street, Suite 186
 Andover, Massachusetts 01810
www.hrsconsultinginc.com

CITY OF MELROSE, MASSACHUSETTS



COMPENSATION AND CLASSIFICATION STUDY

Non-Union Positions

FINAL REPORT

April, 2022

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HUMAN RESOURCES SERVICES, INC.
Management Consultants to Local Government

Nine Bartlet Street, Suite 186
 Andover, Massachusetts 01810
www.hrsconsultinginc.com

April, 2022

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

Dear Mayor Brodeur,

Human Resources Services, Inc. (HRS) is pleased to present this ***Compensation and Classification Study for Non-Union employees*** to the City of Melrose, MA. This report represents the culmination of a detailed position classification and compensation review for all non-union employees engaged in a variety of municipal work activities. This report, along with the Organizational Needs Assessment Report submitted separately provides the City of Melrose with the totality of the analysis as it was conducted for the City. The City had made the decision that the two elements (comp/class and organization review) of the consulting engagement should be developed for better efficiency and implementation.

In particular, we wish to thank the Human Resources and Labor Relations Director, the Chief Financial Officer/Auditor, Mayor's staff, and non-union employees and managers who have contributed significantly to this effort. Employee input through forms and on-site interviews, as well as comments and suggestions received, made a valuable contribution to the study. We greatly appreciate everyone's ability to meet with us and provide information in a timely manner. HRS will remain available

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to answer any procedural questions the City may have in the implementation of the study's recommendations. While this is a final report, we will remain available to make any modifications needed to make this a useful tool for the City.

Very truly yours,

Sandy

Aleksandra E. Stapczynski
President

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HUMAN RESOURCES SERVICES, INC.
Management Consultants to Local Government

Nine Bartlet Street, Suite 186
Andover, Massachusetts 01810
www.hrsconsultinginc.com

CONSULTANT TEAM

Aleksandra (Sandy) Stapczynski, Project Manager and Principal Consultant

Reginald (Buzz) Stapczynski, Management Consultant

Barbara Wooten, Management Consultant

Tony Torrisi, Management Consultant

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CITY OF MELROSE, MASSACHUSETTS COMPENSATION AND CLASSIFICATION STUDY FOR NON-UNION

I. Introduction

A. Scope of Services

The City of Melrose, MA retained Human Resources Services, Inc. to conduct a comprehensive compensation and classification study of Non-Union Positions. This study was commissioned to examine the responsibilities, work performed, and market pay rates for each position included in the study. In general, the study involved developing new job descriptions, classifying those positions according to a uniform point analysis standard, surveying the market of comparable municipalities and other organizations as needed to determine representative rates of compensation, and developing and *recommending* a new compensation and classification plan and system for the non-union group of positions.

The objectives of the study were to:

- Develop a job evaluation system that would encompass all non-union positions and ensure that compensation levels were both internally equitable and externally competitive.
- Develop for the City the necessary guidelines for administering compensation on an ongoing basis to ensure that pay levels remain equitable and competitive.

In scope, the study included all non-union positions (approximately 70 in number). Another approximate dozen positions were evaluated for

compensation only for the organizational review and staffing needs.

HRS' approach to the study was comprehensive. The study began by collecting job content information for those positions to be evaluated. Job content evaluation factors and appropriate factor weightings were prepared and analyzed. The evaluation process involved a comparative approach where each position was compared to all others on each evaluation factor, one factor at a time.

A grade structure was developed by tabulating competitive data for the benchmark positions and studying trends in the market. A tentative pay structure and classification listings were presented to the City for their consideration. Employee listings comparing each individual's salary to the proposed structure and associated implementation costs were prepared for Finance.

This report is prepared for the City to document in detail the procedures for position evaluations and gradings and development of the salary structure. It also sets forth the recommendations for the implementation and ongoing administration of the system.

Through the consultant teams evaluation comparing both market data and job ratings point totals, it was determined the appropriate number of salary levels needed to clearly differentiate varying levels of job value. Twenty-three salary levels emerged as a suitable number for the City to develop a new consolidated non-union compensation and classification plan. Positions were assigned to a salary grade level on both the basis of its total point scores, and the external job market.

A position compensation and classification plan is an essential component of a total personnel administration program. The perception that the compensation plan is objective and fair in its assignment of pay to individual positions lends credibility to the organization's entire personnel system. This study and its recommended plan is derived from a systematic, formalized and objective method for developing equitable job groupings and compensation levels for all positions covered. An underlying assumption is that all positions and individuals should receive "equal pay for equal work." However, the initial implementations of the recommended plans are not the final steps in achieving job equity. Rather it establishes a uniform point of beginning from which to regularly review and ensure that decisions regarding position requirements and compensation accurately reflect the organization's current service needs and the performance of employees. Each new position established and adjustments to the plan need to be done in a consistent manner to maintain the plan's integrity and relevance.

According to the Massachusetts Employment Pay Act, (MEPA), employees doing equal work should be paid equally. Our methodology and system addresses the major components required of MEPA. For work to be equal or comparable, it must involve substantially similar skill, effort, and responsibility, and be performed under *similar* working conditions, but are not necessarily identical or alike in all respects. The requisite requirements or skill includes an employee's experience, training, education, and ability to perform the jobs. An employee's skill must be measured in terms of the performance requirements of a job, that is why it is important to always ensure that the job descriptions are up to date and accurate so employees know what is expected of them in their jobs. Effort refers to the amount of physical or mental exertion needed to perform a job. Finally, responsibility encompasses the degree of discretion or accountability involved in performing the essential functions of a job.

For maximum effectiveness, the relationship between consultant and client must be a cooperative effort. While Human Resources Services assumes responsibility for all final recommendations, client input has been actively sought, carefully weighed and incorporated into the report whenever possible and appropriate.

B. Specific Study Process

This project included the following steps:

- *Organizational Meeting* with Mayor, HR Director, and Finance to discuss the goals and objectives of the study; and to orient top executives on the process and methodology that would be used.
- Several *Orientation Meetings* with employees and managers to explain project activities, objectives, methodology. Position Analysis Questionnaires were distributed to employees at these orientation sessions. The meetings also gave everyone an opportunity to meet HRS consultants and to ask questions.
- A thorough *Job Analysis Process* which involved reviewing position duties and responsibilities (essential functions) and requisite requirements of the job, utilizing position analysis questionnaires and on-site interviews with all employees.
- Preparation of updated *Job Descriptions* with review and comment from employees, managers and HR staff. The client had an opportunity to

thoroughly review the draft job descriptions.

- A thorough *Job Evaluation Process*. Position rating and ranking utilizing HRS' rating manual.
- Development of a *Classification Plan*. Position assignment to grades based on a system of objective evaluation.
- Thorough *Market Analysis* using primarily comparable municipal organizations jointly selected by the City of Melrose and HRS.
- Establishment of *Compensation Schedule* using comparative wage data as a general guide.
- Several *meetings in person and through telephone conference* with the *Chief Financial Officer and Human Resources Director* to discuss pay policies and review draft work products (i.e. job descriptions, classification plan, salary schedule, comparative data, ratings, and other related project documents).
- General guidance on *Implementation*.
- Final *Presentations* to the City and employees shall be given upon request of the City. Based on any additional information received, HRS shall make adjustments as appropriate and amended the Final recommendations.

- Final preparation of *Report* to the City of Melrose with explanation of recommendations and methodology.

The following documents have been prepared for the City of Melrose:

- Proposed Position Titles
- Proposed Classification Plan
- Proposed Compensation Plan
- Compensation Comparisons Chart
- Market Data Analysis
- Placement and Costing out of Compensation Plan
- Position Analysis Question (PAQ)
- Updated Job Descriptions for each Position
- Evaluation Materials and Documents
- HRS Position Rating Manual

II. Job Descriptions

A. Preparing the Job Descriptions

One major aspect of this study involved the development of updated job descriptions. Through the job analysis process, HRS discovered that many of the current job descriptions were outdated and there was no consistent format for descriptions. HRS' proposed job descriptions are submitted to the City of Melrose as part of this final report; they are provided in electronic Word format only. They also provide the necessary language to aid in recruiting minority employees, as the City has made diversity and inclusion a major emphasis in all recruitment efforts.

In addition to assisting with the development of job analysis and classifications, good descriptions produce many other important benefits. These job descriptions emphasize the purposes of each position and the types of results which each incumbent is expected to produce. Representative examples of the work performed and minimum qualification requirements are listed. These job descriptions are small but important components of more comprehensive personnel, organizational and administrative systems or plans. They can and should be used not only for recruitment and promotion, but as tools to assist in the administration of the City. They help define initial expectations, provide fundamental building blocks for administering compensation systems, and give additional definition to organizational charts. Because they focus on purposes and results, they can and should be used when developing employee objectives, performance plans and performance appraisals.

The job descriptions presented to the City are up-to-date, clear, and identify the duties of each position, as well as the education, experience, training, knowledge, ability, and skills, and competency levels required.

B. The Significance of Job Descriptions.

Today, job descriptions have become more important than ever. Although employers are not required by law to have written job descriptions, there are many laws that impact the employer-employee relationship and having job descriptions can help the organization comply with those regulations. There are federal laws such as the Fair Labor Standards Act (FLSA) that impact employees. Other laws, such as federal discrimination statutes, prohibit discrimination against various protected classes. Because job descriptions document the duties and qualifications of a job, they can help support why one applicant was qualified and another was not, why one position pays more than another, or why an employee is terminated for poor performance.

Under the ADA, job descriptions, particularly the lists of duties and responsibilities, take on new significance. The purpose of the ADA is to ensure that individuals *with* disabilities be given the same consideration for employment that individuals *without* disabilities are given. Essential functions are the primary or fundamental job duties intrinsic to a position, that is, the duties that are essential to achieving the objectives of the job. Related to the essential functions or duties are the tools and equipment used to perform the essential job functions, the physical demands of the job duties, and the work environment in which the duties are performed.

The new job descriptions include: (1) prerequisites for each position, including the physical needs, knowledge, ability, and skill, education, training and experience; (2) essential job functions; and (3) work environment. All job descriptions should be reviewed and updated periodically to ensure accuracy. Positions can change for many reasons: (1) an incumbent starts assuming more responsibilities in addition to the duties in the job descriptions, (2) staff changes, (3) changes in procedures and

processes, (4) new technology, tools, or machines, (5) external regulations or legislation, (6) reorganizations, (7) new supervisor or manager.

In short, the process of developing accurate and uniform job descriptions forces the employer to analyze each position and to identify the position's necessary qualifications (the "requisite skill, experience, education, and other job-related requirements"), as well as to determine the position's "essential functions."

III. Classifying and Compensating Positions

A. The Classification Plan

It is important to consider the objectives of (1) **Job Analysis** and (2) **Job Evaluation** when reviewing the proposed classification plan. Building the classification plan involved both job analysis and job evaluation.

Of critical importance in the process of reviewing jobs are the inherent job factors and the particular skills or quality of work required of the position. A thorough **Job Analysis** produces, in general, five kinds of basic information to aid in this process:

1. *nature of the work* (e.g., essential functions and purpose/objective of the position)
2. *level of the work* (e.g., degree of complexity and accountability)
3. *job requirements* (e.g., the knowledge, skills, abilities and other special requirements/characteristics needed to perform the job)
4. *job qualifications* (e.g., minimum education, training and experience needed to qualify)
5. *working conditions* (e.g., the psychological, emotional and physical demands placed on employees by the work environment).

Information about each position studied was obtained through detailed position analysis questionnaires (PAQ) and employee interviews. Employees were asked to describe their positions in detail on the PAQ form. Examples of information requested from the PAQ included: job summary, essential functions, education, training and certifications, knowledge, ability, skill, experience, physical requirements, supervisory responsibilities, and technologies and equipment used. Finally, interviews were conducted to clarify and augment the employees' questionnaire responses.

Job Evaluation is a process that establishes the relative value of jobs within an organization. There may be several reasons for carrying out this process; the main ones are: (1) to establish the correct rank order or groupings of jobs, (2) to establish the relative distance between jobs within the ranking, (3) to provide an objective measurement of job size for comparison with other jobs and enable salary comparisons to be made.

Job evaluation is the process whereby positions are analyzed, measured and compared against a common set of criteria in a systematic and objective manner. Job evaluation does not produce a rate of pay. Rather, it produces a ranking of jobs in terms of "job content" around which a salary structure can be established. Similarly, the evaluation process does not measure an individual's performance. The evaluation looks at the job, not the job holder; it assumes that the job is being performed to a fully acceptable standard and that all the identified requirements of a job are being met.

Using a point-factor evaluation system, positions were rated by the consultants and then ranked and assigned a grade. Fourteen rating factors were used to rate all of the positions. These factors, detailed in HRS' Municipal Position Classification and Rating Manual, measured the requirements of each position in various areas. The following are a listing of each rating factor. The manual describes each factor in great detail and by degree.

1. Physical Environment
2. Basic Knowledge, Training and Education
3. Problem Solving Skills and Effort
4. Physical Skills and Effort
5. Experience
6. Interactions with Others/Customer Service
7. Confidentiality
8. Occupational Risks
9. Complexity
10. Supervision Received
11. Supervision Given
12. Supervision Scope
13. Judgment and Initiative
14. Accountability

As mentioned previously, job rating is not synonymous with performance evaluation. The position, not the incumbent, is evaluated, assigned points and a grade derived. One of the best information sources for rating a position is a current and relevant job description and/or a recently completed PAQ which is why these should always be completed early in the process. The process described in HRS' Municipal Position Classification and Rating Manual increases the uniformity and objectivity in the application of judgments about positions and the groupings of positions. This process can be used to update the proposed classification plan, to determine how to place new positions on the plan, and to re-grade a current position with adjusted duties to a different grade. Samples of the *Position Rating Summary Sheet* are included in the Manual along with the *Points Assigned to Factor Degrees*. A custom *Grade Determination Scale* was developed for the City of Melrose.

B. Market Survey and Developing the Compensation Plan

Human Resources Services, Inc. conducted a thorough salary survey and market analysis to determine the market competitiveness for positions included in this study. To measure the pay rates among competitors for these positions, HRS distributed custom survey documents to comparable municipal organizations jointly identified by the City and HRS. For this study, HRS received survey responses from the following Massachusetts municipalities for compensation, benefits and other related information:

1. Arlington
2. Newburyport
3. North Andover
4. Peabody
5. Reading
6. Salem

7. Saugus
8. Stoneham
9. Wakefield
10. Winchester; and
11. ERI and MMHR Data

The City of Melrose is a well-managed forward-thinking community with a history of a creative and complex organization. The consultant team met with city management/finance and human resources staff to review a draft pay/class plan and to review the market data collected and discuss its meaning. An initial analysis of the market data involved reviewing the average, median, range, 75th percentile and 90th percentile. A comparison was then made to current Melrose salaries for this non-union group of positions.

All of the comparative data is current information and presented on the following pages. Most of the data was collected during the fall of 2021. HRS collected minimum and maximum salary ranges from the comparable organizations. Certain data may have been pro-rated to hourly for comparison purposes only. In each cell, the top number indicates the minimum salary range for each position and the bottom number indicates the maximum salary range for each position. Virtually every organization had some type of a pay/class structure.

For each position analyzed, data points were collected from the labor market. The data points indicate the amount of salary information for each position surveyed. In some instances: (1) the organization did not have a comparable position; or (2) the consultants determined that the position was not comparable to the position in Melrose. HRS used professional discretionary judgment when comparing positions to the comparable data. If there was less than two data points of salary information for a position, HRS placed more emphasis on the position rating when placing the position on the compensation/classification plan. While this market analysis and information provides the City of Melrose with benchmark salary data to set the parameters for compensation decisions, the client must also consider the “uniqueness” of certain positions in the organization as well as the organization’s compensation policies. The compensation and classification plans are attached to this report for your review.

C. Description of Compensation and Classification Plan

Setting the rates of pay for jobs on the position hierarchy results in what is called a “pay structure”. When reviewing or developing pay rates, a number of major policy decisions are typically made. For example: How should the City’s pay rates compare to the market? How competitive does the City want to be? What type of structure is best for the City; steps, ranges, quartiles, etc. For what does the City want to pay? (i.e. job content, seniority, performance, cost of living, etc.) How does the organization currently pay its employees? The resulting compensation plan must reflect the City’s pay policies, the market place, internal job values, and the financial desire of the City to pay at a given level to attract needed talent. It should also ensure internal and external fairness. “Internal” being comparable worth within

the organization of the classification plan; and “external” being the market to ensure a competitive pay structure.

The proposed compensation and classification plan is presented on the following pages. Pay ranges were set for groups of positions which the consultants determined should be paid equally. There are twenty-three grades for this group and ten steps for each grade. There is 2 percent between each step. The City’s current pay structure for the non-union positions includes a variety of pay scales. These were consolidated into one uniform compensation plan, thus making it less complex. This will allow for more equity, especially when hiring new employees. Also the entire pay structure in its entirety has been updated to reflect the market. Comparative data was considered to set the grade parameters, while the classification process controlled the internal assignment of positions to progressive compensation levels. Currently, the City operates within a context of “pay steps” for this group of non-union positions. HRS recommends continuing the policy on pay steps for easier maintenance and consistency of the plan. In general the pay ranges were developed utilizing the salary market data and targeting approximately the 75th of market. It was necessary to target the 75th of market in order to remain competitive as compared to other advanced municipalities in Massachusetts. HRS provided the City with additional benchmark salary data too from its ERI (Economic Research Institute) database of salaries and wages.

The proposed compensation plan is based on current compensation data. This is a base salary plan and does not include compensation for stipends, cost-of-living, benefits, or other compensation. It is up to the City to determine its ability to pay with regards to implementation of this proposed pay plan.

Those employees falling below the grade range should be brought into the entry level of the grade ranges as soon as possible. The salary schedule should be updated with a cost-of-living for each succeeding fiscal year. The consultants costed the plans in a variety of ways for the finance department, but it is up to the City to determine the policy for implementation. HRS will of course remain available to provide the necessary guidance.

IV. Implementation and Other Recommendations

The following sections are intended to assist and guide the City of Melrose in implementing the proposed compensation and classification plan for non-union positions. Successful implementation will require a concerted effort by management, employees and city officials.

1. Compensation Structure and Maintenance

The recommended pay structure contained in this report is designed to provide appropriate compensation through the next three fiscal years. An initial review of the structure would be appropriate by fiscal year 2026, and then subsequent reviews annually. Review of the structures should take into consideration both internal and external conditions.

The distribution of individual salaries, both by salary level and position within salary level, should be regularly examined to determine whether there is sufficient opportunity for continued salary growth.

Since organizational arrangements and position duties and responsibilities may change from time to time, it will be necessary periodically to reevaluate existing positions and evaluate new positions.

It is most important that Melrose regularly audit and review their compensation system to ensure its validity. We believe that Melrose did not do this for some time, and therefore their plans were outdated.

2. Initial Placements for Current Employees

The placement of two or more positions on a certain grade represents a judgment that those positions should be compensated comparably within the grade range provided. The range is like a scale providing the City with

the opportunity to make distinctions between employees (not positions) based upon established criteria, applied consistently. These criteria might include job performance, special abilities, experience, longevity, gender-equity, and/or any other factors determined by the City.

For initial placement of incumbents within the plan, the City should assign employees to be placed at the step closest to but just above their current wage/salary in order to not reduce the pay of any current employee. The City should also realize that this minimum approach may not recognize certain distinguishing factors among employees.

3. Salaries Below Pay Range

If the salary of an employee is below the minimum of the grade range at the time of implementation, every effort should be made to bring it into the range.

4. Salaries Above Pay Range

To maintain morale and a sense of fairness, HRS recommends the City not reduce the compensation level of any current employee. If an employee's current salary falls above the upper limit of the recommended grade range, then the City should maintain the employee's salary above the maximum for the grade until the employee retires or separates from the City. This is called "red-circling" a position. New employees can be hired at the appropriate lower pay rate. HRS recommends a single administrative policy be adopted and subsequently applied in all cases.

5. Consolidate Classification Plan

HRS recommends that the City develop one consolidate classification plan as we have proposed in this report for the non-union positions, the multiple

salary schedules approach based on hire date should be eliminated. One consolidated plan will ensure better internal equity for positions; so the rating point values of grades are the same and consistently applied; and so the pay equity of positions match the requirements of MEPA; and finally the entry pay is similar for those falling on a similar grade. (Currently the City has multiple plans for the non-union.)

6. Vacancies

When a vacancy develops, it is a good time to automatically review the position. This may involve a job analysis and updating the job description and reviewing the market for the particular position. Positions should also be evaluated according to the appropriate rating factors. Point totals should be calculated for each position by adding the point scores from the degree levels achieved under each factor. On the basis of total points, position generally should be assigned to the appropriate salary levels, according to the established salary level point ranges; and also taking into consideration the external market.

7. Salary Plan

HRS has proposed the following:

- Creation of a salary schedule with each grade having a salary range consisting of a minimum and maximum; and series of steps.
- Positioning of the salary structure at the 75th of market.
- Establishment of a competitive salary schedule, particularly for those fields of study that are considered to be in high demand and that may command high salaries in the market (i.e. Finance, Health, Technology, Facilities, etc.).

8. Update and Maintain the Classification and Compensation Plan

The human resource department should maintain and update the compensation and classification plan. This would include the following tasks:

- Conduct regular position reviews to assure positions have current functional job descriptions that are based on job content.
- Conduct job analysis of new positions to assure these positions are properly assigned to a grade.
- Review positions to ensure internal equity in relationship to other City of Melrose classifications.
- Conduct periodic salary surveys to ensure market competitiveness.
- Review MEPA requirements.

9. FLSA Status

HRS also determined the FLSA Status (exempt/non-exempt status) of the positions included in the study. HRS recommends that City of Melrose regularly evaluate the FLSA status with its labor counsel, as case law may cause changes. HRS utilizes the ERI Occupational Assessor to determine FLSA status of positions. The results of the FLSA audit information was provided to Human Resources.

10. Cost-of-Living Increases vs. Step/Range Movement

Here, it is important to distinguish between (1) a cost-of-living increase and (2) a step increase. A cost-of-living increase is intended to recognize and respond to a general rise in the cost of goods and services experienced by the general population. Each year, the City should determine an appropriate cost-of-living adjustment and apply that increase across the entire compensation schedule. A range movement (step increase) addresses the issue of how employees move along the levels within a grade from minimum to maximum, based on performance, longevity, special skill, certification, etc. The compensation plan should consist of two components: (1) the range adjustment factor (RAF); and (2) the movement-increase factor (MIF), which is based on merit step increase. The RAF is the movement of the total salary range, while the MIF is the movement *through* the salary range steps. A salary-range increase consists of the sum of these two components, plus their interaction or compounding result; thus a salary/wage adjustment. It is very important to regularly update the entire compensation structure with a COLA, or it will quickly become outdated, and the City will have difficulty recruiting talent.

11. Performance Appraisal and Merit-Increase.

It was not within the scope of services for HRS to develop a performance appraisal “tool” for the City of Melrose, MA. HRS has a few suggestions, should the town decide to implement a new updated performance system. A *Management by Objectives System* would be an appropriate methodology for employees engaged in high-level managerial, supervisory or professional positions. A *Uniform Performance Criteria System* is the most commonly used methodology and is best suited to positions where employees

consistently perform the same type of work on a fairly regular basis. This format works well for administrative, clerical, laborers, and other non-exempt positions. The City should consider updating its performance appraisal systems and provided the necessary training for employees, supervisory personnel, and department heads.

12. Determination of Individual Wages/Salaries.

What follows are some general implementation and maintenance guidelines.

a) New Employees

Applicants with qualifying experience are normally hired close to the normal starting rate of the new range. Applicants with outstanding qualifications; education, training and experience may be hired at the wage/salary within the range for the position, but normally no higher than the midpoint of the range. In rare cases, for positions that are very difficult to recruit, it may be necessary to hire beyond the mid-point of the pay range.

b) Transfers

Employees transferred to a position at the same level as their present position will normally receive the same salary paid at the time of the transfer.

c) Transfer to a Lower Salary Grade

Employees transferred by necessity (such as reduction in staff), rather than for inadequate performance, should receive their present salary, although this may exceed the maximum for the lower classification.

d) Promotional Increases

If employees are promoted on a “trial” or “acting” basis, the promotional increase may be deferred until they have demonstrated their ability to handle the duties of the higher classification.

In closing, this HRS methodology will be of assistance in furnishing improved tools and guidance to management and human resources. Ensuring that job descriptions, salary and classification plans are regularly reviewed and have valid methodologies will ultimately improve the management of compensation for all positions. The HRS System will provide a framework within which most salary matters can be handled going forward. While both job evaluation and salary surveys attempt to achieve consistency in the pay structure, they use different criteria to evaluate consistency (i.e. internal vs. external comparison). This methodology works at striking a balance between internal and external pay equity.



ATTACHMENTS

Minutes Acceptance: Minutes of Jan 17, 2023 7:45 PM (Reading of the Minutes)

POSITION TITLE	Melrose Current	Comp Data Points	Comp Average	Comp Lo- Hi Range	Comp Median	75th Percent of Market
Administrative Accounting Assistant (Police) - PT	19.51 21.50	4 5	24.49 31.24	19.00 35.44	25.11 31.20	27.66 35.44
Animal Control Officer - PT	24.47 26.96	4 7	21.68 30.55	14.00 38.84	21.92 30.00	24.43 35.86
Assistant Auditor	36.95 47.49	6 8	31.90 41.62	23.91 60.91	31.05 39.23	34.82 45.36
Assistant City Clerk	31.68 40.71	7 10	29.12 35.88	17.21 55.88	28.46 34.29	33.14 35.33
Assistant City Solicitor	46.21 59.39	3 4	38.89 51.61	17.21 78.53	45.11 52.34	49.73 72.78
Assistant Director - DPW Administration and Finance	52.02 66.84	5 8	38.72 51.18	22.60 62.32	42.66 54.75	45.10 56.50
Assistant Director of IT	36.95 47.49	2 2	41.97 54.80	38.29 59.06	41.97 54.80	43.80 56.93
Assistant Director of Planning and Community Development	31.03 34.19	2 4	43.62 55.51	42.66 58.87	43.62 55.03	44.10 56.11
Assistant Library Director/Head of Technical Services	36.95 47.49	6 7	33.73 43.25	20.34 60.91	34.37 39.93	40.00 49.73
Assistant Parks Superintendent (Benchmark)	not on plan	2 2	30.33 40.58	27.05 45.56	30.33 40.58	31.96 43.07
Assistant to the Director of Inspectional Services	25.93 33.32	4 5	28.67 34.27	19.72 45.08	30.54 36.59	31.95 38.60
Assistant Treasurer	36.95 47.49	9 10	30.82 39.39	17.21 55.88	31.30 38.35	32.08 40.59
Building Systems Supervisor (HVAC Supervisor) - DPW	34.47 37.98	5 5	31.37 42.65	25.84 50.48	32.67 43.11	34.58 48.23
Cemetery Administrator	31.03 34.19	4 5	29.58 39.24	24.75 48.02	29.99 38.05	33.10 45.02
Chief Assessor	48.05 61.74	7 10	41.46 56.78	27.99 74.16	41.67 52.14	45.16 66.12
Chief Financial Officer and City Auditor	68.93 87.69	5 8	50.95 66.72	32.37 78.53	54.35 67.03	55.46 74.13
Chief of Police	contract 63.58	5 8	61.52 81.44	50.53 94.33	59.78 82.82	68.88 88.33
City Clerk	39.52 50.78	3 8	39.92 49.17	37.28 66.39	37.88 47.65	41.24 50.97
City Engineer	45.76 58.80	6 9	43.81 55.47	30.31 68.29	45.21 55.00	48.03 64.37

POSITION TITLE	Melrose Current		Comp Data Points	Comp Average	Comp Lo- Hi Range	Comp Median	75th Percent of Market
City Planner	40.21 44.30		3 4	36.17 49.01	33.15 60.91	34.44 46.91	37.68 52.95
City Solicitor - Labor Counsel	65.03 82.73		4 5	55.14 71.24	29.33 90.19	57.62 73.48	63.84 86.39
Clerk of Committees	30.80 39.58		1 2	35.64 47.87	35.64 49.80	35.64 47.87	35.64 48.83
Council on Aging Coordinator	19.51 21.50		3 4	23.90 25.78	23.15 29.94	24.04 25.95	24.28 28.01
Council on Aging Director	48.05 61.74		8 8	35.88 45.75	22.78 60.91	34.85 42.58	39.85 53.70
Communication and Community Outreach Coordinator	31.63 40.71		3 6	30.70 39.77	21.29 48.02	32.93 41.46	35.41 46.14
Deputy City Engineer	39.52 50.78		3 4	42.03 56.95	37.26 69.69	37.53 54.11	44.42 59.33
Director of Inspectional Services/Building Commissioner	39.52 50.78		7 9	45.12 56.68	41.00 78.53	44.59 53.04	46.08 65.32
Director of Community Development and Planning	48.05 61.74		7 10	45.75 58.72	29.33 86.39	47.26 54.77	49.15 64.92
Chief Information Officer (city and schools) / IT Director	57.87 73.63		5 8	48.79 64.71	44.59 85.11	49.05 65.15	49.76 67.36
Director of Public Works	68.93 87.69		7 10	54.25 70.60	30.31 86.39	54.58 72.10	61.54 79.20
Director of Strategic Initiatives and Communications (Mayor's Office)	48.05 61.74		3 3	46.34 64.71	41.00 82.03	45.64 59.06	49.00 70.54
Energy Efficiency Manager <i>Benchmark</i>	28.47 31.37		2 3	32.10 41.99	29.42 45.01	32.10 41.71	33.44 43.36
Executive Assistant to City Solicitor	28.26 36.31		2 2	31.15 41.39	30.14 41.61	31.15 41.39	31.65 41.50
Executive Director - Melrose Contributory Retirement	44.40 48.91		2 3	40.71 57.97	32.37 70.88	40.71 57.30	44.88 64.09
Executive Director Melrose Memorial Hall	33.88 43.54		3 3	32.94 44.11	31.31 50.48	32.92 44.27	33.75 47.38
Executive Office Manager - Police	26.12 28.79		2 8	30.93 36.10	30.48 41.29	30.93 36.76	31.15 38.72
Event Operations Assistant - Memorial Hall	19.51 21.50		1 1	20.65 28.98	20.65 28.98	20.65 28.98	20.65 28.98

POSITION TITLE	Melrose Current	Comp Data Points	Comp Average	Comp Lo-Hi Range	Comp Median	75th Percent of Market
Facilities Manager - City and Schools	45.76 58.80	4 7	51.19 63.46	44.59 86.39	50.20 59.92	55.88 68.50
Finance Manager (Auditing)	28.26 36.31	2 3	31.08 40.28	30.32 46.51	31.08 39.80	31.46 43.15
Finance Administrator - Fire Dept./Public Safety	25.67 32.99	3 3	28.31 36.27	27.30 37.93	28.74 35.44	28.81 36.68
Financial Systems Analyst/Project Manager (Auditor/IT Depts.)	39.52 50.78	4 4	43.88 57.46	31.37 68.47	46.54 57.85	50.58 62.49
Fire Chief	contract 66.27	5 8	59.39 73.94	50.53 86.39	59.78 73.87	64.96 77.58
Health Director (Melrose is regional)	61.35 78.05	6 7	36.18 47.13	23.91 59.06	36.84 46.16	39.97 53.78
Human Resources Assistant	28.47 31.37	1 2	26.44 35.63	26.44 36.27	26.44 35.63	26.44 35.95
Human Resources Director	48.05 61.74	7 10	41.82 54.86	26.71 70.88	41.67 52.30	46.82 63.17
Human Resources Benefits Coordinator	36.95 47.49	7 10	29.58 37.29	17.21 50.48	29.31 37.16	32.69 39.37
Library Director	36.59 47.02	7 10	43.20 54.50	25.35 78.53	44.59 51.81	48.06 61.83
Local Building Inspector (Certified)	40.21 44.30	4 7	33.38 40.21	31.31 50.48	33.81 40.39	34.15 42.71
Milano Center Manager (COA)	31.03 34.19	1 1	41.25 54.84	41.25 54.84	41.25 54.84	41.25 54.84
Operations Manager - DPW	39.52 50.78	4 6	42.75 51.68	39.02 58.09	43.08 51.66	44.09 56.60
Program Coordinator - MA in MotionZBA Clerk	28.47 31.37	1 1	25.38 34.09	25.38 34.09	25.38 34.09	25.38 34.09
Planning Coordinator & ZBA Clerk	24.47 26.96	3 3	23.12 29.85	18.65 34.15	22.25 30.25	25.36 32.20
Plumbing and Gas Inspector	28.47 31.37	5 7	28.83 37.37	19.95 48.02	28.46 36.23	32.93 43.49
Public Health Specialist	34.47 37.98	2 2	35.90 47.88	33.61 52.27	35.90 47.88	37.05 50.07
Program Coordinator - Tobacco/Alcohol	26.12 28.78	1 1	34.25 46.91	34.25 46.91	34.25 46.91	34.25 46.91
Project Engineer	28.26 36.31	4 6	34.67 43.86	31.68 53.61	35.35 43.05	36.27 46.60
Recreation Coordinator	26.12 28.78	7 8	25.39 31.81	17.21 48.02	24.52 28.60	28.84 33.94

POSITION TITLE	Melrose Current	Comp Data Points	Comp Average	Comp Lo- Hi Range	Comp Median	75th Percent of Market
Recreation Director	45.76 58.80	7 9	38.00 48.96	26.71 70.88	37.77 44.90	41.29 53.07
Sealer of Weights and Measures	31.92 35.17	2 3	31.85 42.74	30.77 48.02	31.85 40.39	32.39 44.20
Senior Planner	40.21 44.30	5 7	33.29 43.64	28.01 51.27	34.43 45.01	34.78 50.19
Superintendent of Mount Hood - <i>Limited Data</i>	45.76 58.80	2 2	34.74 47.56	25.66 60.47	34.74 47.56	39.27 54.01
Superintendent of Parks	not on plan 29.12	4 5	35.20 41.90	26.71 49.77	36.21 39.80	39.53 45.02
Sustainability Manager	28.26 36.31	2 2	36.09 51.34	34.64 55.88	36.09 51.34	36.81 53.61
Systems Analyst IT (city/schools) - networks/databases	30.80 39.58	3 5	40.97 50.99	34.43 55.19	42.66 51.27	44.24 55.00
Treasurer/Collector	48.05 61.74	7 9	43.83 58.05	23.91 78.53	45.27 56.17	48.84 66.39
Veteran's Administrative Assistant/PT	19.51 21.50	1 2	31.74 36.34	31.74 42.56	31.74 36.34	31.74 39.45
Veterans Services Director (Regional Position)	39.81 43.87	6 7	28.35 37.02	19.95 47.14	28.23 36.23	31.23 42.93
Water-Sewer Administrator (Billing)	30.80 39.58	3 5	24.94 35.04	21.29 40.39	23.75 36.59	26.77 39.37
Wiring Inspector	31.92 35.17	6 8	30.87 40.27	19.95 48.02	30.70 41.93	34.32 46.41

POSITION TITLE	Melrose Current	Comp Data Points	Comp Average	Comp Lo- Hi Range	Comp Median	75th Percent of Market
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ADDITIONAL BENCHMARK DATA

Assistant Health Director		3 3	32.23 42.27	29.58 43.49	33.51 42.16	33.56 42.82
Director - E-911		1 1	32.87 45.59	32.87 45.59	32.87 45.59	32.87 45.59
Dispatch Center Manager		4 5	26.63 33.24	22.27 39.85	26.72 30.93	28.57 34.97
Dispatcher/Communicator		6 6	22.56 27.80	20.55 36.23	21.68 26.48	22.78 28.00
Diversity, Equity and Inclusion Director/Coordinator		3 3	42.41 58.97	36.00 82.11	37.28 48.22	45.61 65.17
Emergency Management Director		1 1	40.13 45.34	40.13 45.34	40.13 45.34	40.13 45.34
Health and Human Services Director		3 5	51.93 64.00	49.62 78.53	51.82 65.32	53.08 70.92
Help Desk Technician		4 5	30.23 37.64	28.05 45.02	29.63 35.82	31.51 39.85
Mental Health Clinician		3 3	25.60 36.04	21.46 43.61	25.46 32.94	27.67 38.27
Parks Grounds Laborer (Pine Banks)		4 4	20.94 24.80	17.46 29.90	20.31 23.42	23.10 25.39
Park Ranger		1 1	24.03 29.96	24.03 29.96	24.03 29.96	24.03 29.96
Purchasing Director/Coordinator		5 6	34.52 44.89	23.91 55.19	34.58 48.61	37.28 50.11
Social Worker		3 3	30.88 43.37	22.73 53.61	33.61 43.49	34.96 48.55

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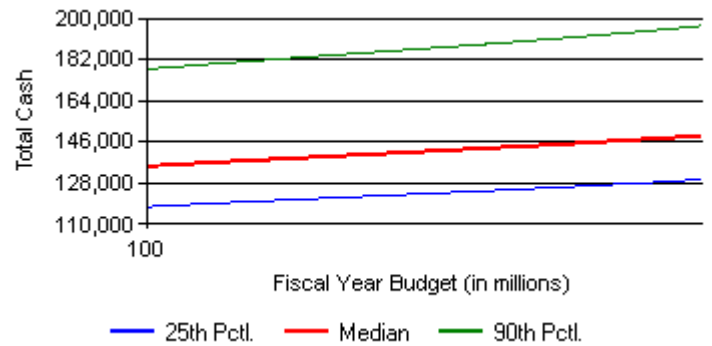
Individual Job Report

Police Chief

Specifications

Prepared For: City of Melrose, MA
Area: Massachusetts - Commonwealth Average
Industry: Government - City Support Services
Industry Codes: eSIC: 9104, NAICS: 921100, usSEC: 9721
Organization Size: 400,000,000
Education Adjustment:
Skill Adjustment:
Certification Adjustment:
Annualized Salary Trend: 2.6% (Adjustment: 0.21%)
Planning Date: 2/6/2022
Database as of: 1/1/2022
 eDot: N/A
 SOC: N/A
 Printout Date: 2/6/2022
 (Items in bold affect salary estimates)

Annual Total Cash Graph



Estimated Survey Median Annual Total Cash

All Incumbent Median: \$148,695

Fiscal Year Budget	25th Percentile	45th Percentile	Median	75th Percentile	90th Percentile
400,000,000	129,379	145,333	148,695	173,738	196,680
200,000,000	123,194	138,462	141,757	165,331	186,740
100,000,000	117,513	132,114	135,290	157,868	177,787

The Police Chief in Melrose is a contract position; therefore HRS has not placed this position on the compensation and classification plan, as the contract would prevail. Instead, HRS has provided pay range data for police chiefs in the custom market survey. However, we determined it was necessary to look at statewide composite actual rates data from municipal communities in order to discern better what police chiefs are making in 2022. The range is \$157,868 to \$173,738 at the 75th percentile. The all incumbent average is \$148,695. This is hybrid data through ERI.

Minutes Acceptance: Minutes of Jan 17, 2023 7:45 PM (Reading of the Minutes)

SALARY ASSESSOR®

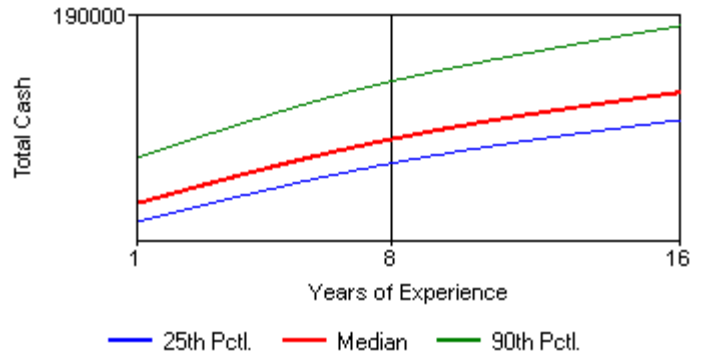
Individual Job Report

Fire Chief

Specifications

Prepared For: City of Melrose, MA
 Area: Massachusetts - Commonwealth
 Average
 Industry: Government - City Support Services
 Industry Codes: eSIC: 0000, NAICS: 000000, usSEC: 0000
 Organization Size: (Data reported by years of experience)
 Education Adjustment:
 Skill Adjustment:
 Certification Adjustment:
 Annualized Salary Trend: 2.6% (Adjustment: 0.21%)
 Planning Date: 2/6/2022
 Database as of: 1/1/2022
 eDot: N/A
 SOC: N/A
 Printout Date: 2/6/2022
 (Items in bold affect salary estimates)

Annual Total Cash Graph



Estimated Survey Median Annual Total Cash

All Incumbent Median: \$129,224

Years of Experience	25th Percentile	45th Percentile	Median	75th Percentile	90th Percentile
15	136,233	147,128	149,591	166,333	181,340
10	123,644	133,661	135,968	151,767	164,981
5	106,310	115,034	117,078	130,950	142,987

The Fire Chief in Melrose is a contract position; therefore HRS has not placed this position on the compensation and classification plan, as the contract would prevail. Instead, HRS has provided pay range data for fire chiefs in the custom market survey. However, we determined it was necessary to look at statewide composite actual rates data from municipal communities in order to discern better what fire chiefs are making in 2022. The range is \$130,950 to \$166,333 at the 75th percentile. The all incumbent average is \$129,224. This hybrid data through ERI.

Minutes Acceptance: Minutes of Jan 17, 2023 7:45 PM (Reading of the Minutes)

Position	Department	Fiscal 2023 Budgeted Base Salary Based on 53 week Payroll budget	Longevity	Potential Maximum SLBB	Stipend 1	Stipend 2	Total Potential Salary inclusive Longevity/SLBB/St ipends	New Salary Based on 53 week Payroll Budget	Estimated Comp Adjustment Base Only	Estimated Percent Adjustment Base only	FY22 Base Hourly MIN	FY22 Base Hourly MAX	New Proposed Grade	Proposed FY23 Hourly MIN	Propo F Ho N
Clerk of Committees	City Council	61,151.00		600.00			61,751.00	64,461.25	3,310.25	5.4%	30.80	39.58	11	34.75	4
							-	-	-						
Communication and Community Outreach Coordinator	Mayor	65,703.00		650.00			66,353.00	70,953.75	5,250.75	8.0%	34.22	43.97	12	38.25	4
Director of Strategic Initiatives and Communications	Mayor	96,896.00		650.00			97,546.00	101,802.40	4,906.40	5.1%	48.41	53.33	19	54.88	6
Director of Economic Recovery and Business Development	Mayor	92,230.60		650.00			92,880.60	93,343.60	1,113.00	1.2%	48.05	61.74	15	44.68	5
							-	-	-						
CFO/City Auditor	Auditor	157,172.00	1,175.00	600.00	3,000.00		161,947.00	159,956.65	2,784.65	1.8%	68.93	87.69	23	75.07	8
Assistant City Auditor	Auditor	95,350.00	775.00	600.00			96,725.00	97,925.45	2,575.45	2.7%	36.95	47.49	18	52.79	6
Finance Manager	Auditor	71,481.00	775.00	600.00			72,856.00	72,604.70	1,123.70	1.6%	28.26	36.31	11	34.75	4
							-	-	-						
Chief Assessor	Assessor	93,204.00	775.00	600.00	4,347.00		98,926.00	101,802.40	8,598.40	9.2%	48.41	53.33	19	54.88	6
							-	-	-						
Treasurer/Collector	Treasurer	114,308.00		600.00	1,000.00		115,908.00	114,639.00	331.00	0.3%	48.05	61.74	19	54.88	6
Assistant Treasurer	Treasurer	77,590.00		600.00			78,190.00	77,590.00	-	0.0%	36.95	47.49	13	40.80	4
							-	-	-						
Exec. Assistant to City Solicitor	Legal	68,707.00	975.00	600.00	6,500.00	3,000.00	79,782.00	70,100.45	1,393.45	2.0%	28.26	36.31	10	31.62	3
City Solicitor - Labor Counsel	Legal	134,354.00		600.00			134,954.00	139,254.85	4,900.85	3.6%	65.03	82.73	23	75.07	8
Assistant City Solicitor	Legal	110,158.00	775.00	600.00			111,533.00	111,225.80	1,067.80	1.0%	46.21	59.38	20	57.63	6
							-	-	-						
Human Resources and Labor Relations Director	HR	107,383.00	975.00	600.00			108,958.00	116,846.45	9,463.45	8.8%	48.05	61.74	21	62.99	7
Human Resources and Benefits Coordinator	HR	74,818.00		600.00			75,418.00	75,684.00	866.00	1.2%	36.95	47.49	13	40.80	4
Human Resources Assistant	HR	54,374.00		600.00			54,974.00	55,265.00	891.00	1.6%	28.47	31.37	9	27.54	3
							-	-	-						
Director of IT City & Schools	IT	144,943.00	775.00	600.00			146,318.00	144,943.00	-	0.0%	57.87	73.63	21	62.99	7
IT Systems Analyst	IT	74,890.00	775.00	600.00			76,265.00	76,459.00	1,569.00	2.1%	30.80	39.58	13	40.80	4
Assistant IT Director	IT	93,480.00	775.00	600.00			94,855.00	94,493.70	1,013.70	1.1%	36.95	47.49	16	48.96	5
Financial Systems Analyst/Project Manager	IT	84,884.00	620.00	600.00			86,104.00	86,517.20	1,633.20	1.9%	39.52	50.78	17	50.75	6
Project/System Administrator	IT	69,101.00		600.00			69,701.00	81,935.35	12,834.35	18.6%	34.22	43.97	13	40.80	4
							-	-	-						
City Clerk	City Clerk	90,807.00	775.00	600.00	1,500.00	4,000.00	97,682.00	90,820.80	13.80	0.0%	39.52	50.78	16	48.96	5
Assistant City Clerk	City Clerk	70,158.00		600.00			70,758.00	70,158.00	-	0.0%	31.68	40.71	11	34.75	4
							-	-	-						
Senior Planner	Planning	78,348.00	775.00	600.00			79,723.00	80,321.50	1,973.50	2.5%	40.21	44.30	13	40.80	4
Director of Community Development and Planning	Planning	131,537.00	1,530.00	600.00			133,667.00	131,537.00	-	0.0%	48.05	61.74	19	54.88	6
Sustainability Manager	Planning	72,911.00	975.00	600.00			74,486.00	75,684.00	2,773.00	3.8%	28.26	36.31	13	40.80	4
							-	-	-						
Admin. Accounting Assistant	Police	19,561.00					19,561.00	19,949.00	388.00	2.0%	19.51	21.50	8	20.91	2
Executive Office Manager Police	Police	55,541.00	775.00	600.00			56,916.00	64,810.20	9,269.20	16.7%	26.12	28.79	10	31.62	3

Minutes Acceptance: Minutes of Jan 17, 2023 7:45 PM (Reading of the Minutes)

Position	Department	Fiscal 2023 Budgeted Base Salary Based on 53 week Payroll budget	Longevity	Potential Maximum SLBB	Stipend 1	Stipend 2	Total Potential Salary inclusive Longevity/SLBB/St ipends	New Salary Based on 53 week Payroll Budget	Estimated Comp Adjustment Base Only	Estimated Percent Adjustment Base only	FY22 Base Hourly MIN	FY22 Base Hourly MAX	New Proposed Grade	Proposed FY23 Hourly MIN	Propo F Ho N
Chief	Police	145,988.00			3,000.00			145,988.00	-	0.0%					
Chief	Fire	142,803.00	2,500.00	600.00			145,903.00	153,888.00	11,085.00	7.8%					
Finance Administrator - Fire Dept	Fire	50,816.00		600.00			51,416.00	57,548.40	6,732.40	13.2%	26.12	28.78	10	31.62	3
Emergency Management Director	Emergency Management	28,620.00					28,620.00	36,490.50	7,870.50	27.5%			12	38.25	4
Assistant to the Director of Inspectional Services	Inspectional Services	61,457.00		600.00			62,057.00	61,457.00	-	0.0%	25.93	33.32	10	31.62	3
Director of Inspectional Services/Building Commissioner	Inspectional Services	105,190.00		600.00			105,790.00	105,190.00	-	0.0%	39.52	50.78	19	54.88	6
Sealer of Weights & Measures/Wire Inspector	Inspectional Services	49,629.00		410.00			50,039.00	56,763.00	7,134.00	14.4%	31.92	35.17	12	38.25	4
Plumbing and Gas Inspector	Inspectional Services	45,058.00		410.00			45,468.00	48,654.00	3,596.00	8.0%	28.47	31.37	12	38.25	4
Local Building Inspector	Inspectional Services	64,452.00		600.00			65,052.00	65,206.96	754.96	1.2%	40.21	44.30	12	38.25	4
Project Engineer	DPW-Admin	65,269.00		600.00			65,869.00	81,090.00	15,821.00	24.2%	28.26	36.31	12	38.25	4
Operations Manager	DPW-Admin	109,201.20	975.00	600.00			110,776.20	111,914.80	2,713.60	2.5%	51.51	66.19	18	52.79	6
City Engineer	DPW-Admin	112,853.00	-	600.00	1,000.00		114,453.00	116,345.60	3,492.60	3.1%	45.76	58.80	19	54.88	6
DPW Director	DPW-Admin	143,014.00	775.00	600.00	1,000.00		145,389.00	142,037.35	(976.65)	-0.7%	68.93	87.69	23	75.07	8
Building Systems Supervisor (HVAC)	DPW-Admin	83,775.00	775.00	600.00			85,150.00	86,496.00	2,721.00	3.2%	34.47	37.98	13	40.80	4
Facilities Manager (City & School)	DPW-Admin	111,794.00		600.00	1,000.00		113,394.00	111,914.80	120.80	0.1%	45.76	58.80	18	52.79	6
Assistant Director DPW Administration and Finance	DPW-Admin	119,936.00		600.00			120,536.00	123,677.60	3,741.60	3.1%	52.02	66.84	19	54.88	6
Deputy City Engineer	DPW-Admin	100,831.00	-	600.00			101,431.00	107,590.00	6,759.00	6.7%	39.52	50.78	17	50.75	6
Cemetery Administrator	DPW-Admin	48,078.00	554.00	429.00			49,061.00	50,681.25	2,603.25	5.4%	31.03	34.19	12	38.25	4
Health Director (regional)*	Health	116,936.00		600.00			117,536.00	150,000.00	33,064.00	28.3%	61.35	78.05	19*	54.88	6
Public Health Specialist	Health	67,615.00		600.00			68,215.00	67,615.00	-	0.0%	34.47	37.98	11	34.75	4
Animal Control Officer	Health	25,686.00		-			25,686.00	25,686.00	-	0.0%	24.47	26.96	9	27.54	3
Program Coordinator - Tobacco/Alcohol	Health	65,538.21	775.00	600.00			66,913.21	65,741.20	202.99	0.3%	26.12	28.78	9	27.54	3
Prevention and Wellness Program Coordinator	Health	56,191.71	666.50	516.00			57,374.21	52,326.90	(3,864.81)	-6.9%	34.47	37.98	9	27.54	3
Milano Center Manager (COA)	COA	58,287.00		600.00			58,887.00	58,695.00	408.00	0.7%	31.03	34.19	10	31.62	3
Council on Aging Director	COA	90,921.00		600.00			91,521.00	97,925.45	7,004.45	7.7%	48.41	53.33	18	52.79	6
Veterans Service Director (Regional)	Veterans	78,448.00		600.00			79,048.00	79,468.20	1,020.20	1.3%	39.81	43.87	14	42.84	5

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Position	Department	Fiscal 2023 Budgeted Base Salary Based on 53 week Payroll budget	Longevity	Potential Maximum SLBB	Stipend 1	Stipend 2	Total Potential Salary inclusive Longevity/SLBB/St ipends	New Salary Based on 53 week Payroll Budget	Estimated Comp Adjustment Base Only	Estimated Percent Adjustment Base only	FY22 Base Hourly MIN	FY22 Base Hourly MAX	New Proposed Grade	Proposed FY23 Hourly MIN	Propo F Ho N
Administrative Assistant PT	Veterans	19,546.00					19,546.00	19,948.00	402.00	2.1%	19.51	21.50	8	20.91	2
							-		-						
Library Director	Library	99,296.00	1,530.00	600.00			101,426.00	108,035.20	8,739.20	8.8%	36.59	47.02	19	54.88	6
Assistant Library Director (Head Technical Services)	Library	84,266.00	2,500.00	600.00			87,366.00	85,237.25	971.25	1.2%	36.95	47.49	13	40.80	4
							-		-						
Recreation Director	Recreation	99,079.00	975.00	600.00			100,654.00	97,944.00	(1,135.00)	-1.1%	45.76	58.80	17	50.75	6
Recreation Coordinator	Recreation	48,454.00		600.00			49,054.00	53,145.75	4,691.75	9.7%	26.12	28.78	9	27.54	3
Executive Director Melrose Memorial Hall	Memorial Hall	87,418.00	975.00	600.00			88,993.00	90,820.80	3,402.80	3.9%	33.88	43.54	16	48.96	5
Events Operation Manager Memorial Hall	Memorial Hall	18,824.00					18,824.00	19,948.14	1,124.14	6.0%	19.51	21.50	8	20.91	2
Events Operation Manager Memorial Hall	Memorial Hall	20,335.00					20,335.00	20,521.90	186.90	0.9%	19.51	21.50	8	20.91	2
Events Operation Manager Memorial Hall	Memorial Hall	18,776.00					18,776.00	19,571.76	795.76	4.2%	19.51	21.50	8	20.91	2
Events Operation Manager Memorial Hall	Memorial Hall	5,255.00					5,255.00	5,541.15	286.15	5.4%	19.51	21.50	8	20.91	2
							-		-						
Water-Sewer Administrator Billing	Sewer	73,422.00	775.00	600.00			74,797.00	75,313.00	1,891.00	2.6%	30.80	39.58	12	38.25	4
									-						
Superintendent of Parks	Mt Hood/Parks	99,080.00	1,175.00	600.00			100,855.00	97,944.00	(1,136.00)	-1.1%	45.76	58.80	17	50.75	6
							-		-						
Executive Director - Melrose Contributory Retirement	Retirement	121,178.14	775.00	600.00			122,553.14	117,031.95	(4,146.19)	-3.4%	44.40	48.91	18	52.79	6
							-								
							Total Adjustment		217,034.75						

1. Fiscal 2023 is based on a 53 week Payroll Budget.
2. Please note this chart was prepared to demonstrate total compensation for employees **inclusive of** longevity, potential SLBB and Stipends and to show the proposed monetary change by position.
3. The funding request of \$167,309.63 Council Order 2023-29 represents the budgetary impact of these adjustments **and takes into consideration any departmental changes since the budget was approved in June 2022.**
(such changes are due to regionalization pending Council approval, staffing changes, vacancies, temporary out of grade assignments to cover for leaves)
4. The funding order doesn't reflect the total adjustment since certain positions are funded through ARPA, grants, regional budgets and other sources and they have absorbed a portion of the adjustment.
5. The Health Director proposed grade is representative of the proposed salary prior to the regionalization with Stoneham, which is pending approval of Council.
6. 21 of the positions have outgrown the current salary schedule and receive only COLA, without any steps.
7. Few positions have a base salary that is higher than the proposed hourly maximum, their salary will not be reduced, and will only be eligible for COLA going forward.
8. A negative percent adjustment reflects a slower salary progression than the current plan.
9. Report produced 11/3/22 by the Auditor and HR depts.

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Questions Received from Councilors regarding Compensation Study and CBA Orders

1. Provide a 10-year history of all approved withdrawals from the contract stabilization account and indication of what was approved (e.g., in X year the council approved Y amount to go toward funding retro raises for Z collective bargaining agreement).

Please see attached Stabilization History.

2. Provide a copy of the compensation study completed by the consultant any related documents-Please see attached Compensation and Classification plan documents.

3. Provide a list of any identified non-union positions that are currently identified for a compensation adjustment under order 2023-29 to maintain compliance with the MA Equal Pay Act.

The Mass Equal Pay Act requires that employees performing equal or comparable work are compensated equally. "Equal work" involves similar skill and responsibilities and is performed in similar working conditions. The methodology HRS used involves the components required by MEPA and by creating one consolidated compensation plan and a classification plan it ensures that the pay equity matches the MEPA requirements. It is hard to isolate which positions require adjustments solely related to MEPA compliance. The Comp and Class study HRS conducted is different from a pay equity study, disparity study or gender analysis, all of which involve a deeper analysis of compliance with the Mass Equal Pay Act. The Comp and Class study focuses on the positions themselves not the employees in the positions, which is what a pay equity study does, as it takes into consideration the individual longevity, personal qualifications, the education/ training and the performance of the individual employees. The Comp and Class study has built the elements of MEPA into its methodology, job analysis, job evaluation, along with external market analysis, which sets the foundation of a system that is externally and internally equitable.

4. List of all positions by job title and department slated to be adjusted under the 2023-29 funding request. For these positions, total current annual compensation, inclusive of stipends, COLAs, and any other monetary compensation paid out of all City funds (operating and enterprise).

See attached spreadsheet/PDF "CompClassOrderDocument11-3-22".

5. Orders 2023-30 and 2023-31 reference that the funding request is for FY 23 funding for a union contract.

- When was this contract settled?

The MOUs were executed September 23, 2022 (Clerical) and October 4, 2022 (Laborers).

- Are these raises retro to the start of the fiscal year?

The previous contracts expired at the end of FY22. The new contracts are effective with the start of FY23, therefore the budgeted raises are retro to the start of the fiscal year.

- Were any of these raises budgeted for in the current FY 23 budget, or is the totality of the increases being absorbed through the stabilization and retained earnings fund?

As is the customary budgeted practice, any FY23 step increases were budgeted based on the old contract, which was the known amount when FY23 budget was set. The stabilization fund absorbs only partially increases.

6. What is the stated purpose for the contract stabilization, water retained earnings, and sewer retained earnings funds? Is this stated purpose set by: state statute/charter/city admin/all of the above? The "Contractual Obligations and Salary & Wages Stabilization Fund" was established in 2006 by Council Vote 06-221 and in accordance with MGL Chapter 40, Section 5B. Water Retained Earnings and Sewer retained earnings were established under MGL Chapter 44, Section 53F ½ for Enterprise Funds.

7. What is the City relying on to justify paying non-union comp adjustments from the contract stabilization fund?

The stabilization fund was created for the purposes of contractual obligations as well as salary and wages. The adjustments resulting from the Comp and Class study are one-time non-budgeted salary adjustments, therefore the stabilization fund is used to fund part of these adjustments.

8. Did the classification review the compensation for both full time and part time employees? Among the positions reviewed we have both full time and part time employees.

9. Can you provide what positions have other compensation and what are the "Other" items? Under "other compensation" we consider stipends, longevity, sick leave incentives.

Below are the positions receiving a stipend (see list below, amount of stipend and reason for it).

Position	Stipend Position	Stipend Amount
Exec. Legal Assistant	Liquor Commission	\$6,500.00
Exec. Legal Assistant	Retirement Board	\$3,000.00
CFO/Auditor	Retirement Board	\$3,000.00
City Clerk	Clerk/City Council	\$4,000.00
City Clerk	Board of Registrars	\$1,500.00
Police Chief	Retirement Board	\$3,000.00
Assessor	Board of Assessor	\$4,347.00
Treasurer	Retirement Board (working with)	\$1,000.00
DPW Director	job specific licenses	\$1,000.00
Deputy City Engineer	job specific licenses	\$1,000.00
City Engineer	job specific licenses	\$1,000.00

Longevity is an annual bonus that benefit eligible non-union employees receive based on continuous years of service with the City, following the schedule below:

Years of Continuous Service	Annual Lump Sum Compensation
5 years, but less than ten 10 years	\$ 775.00
10 years, but less than 15 years	\$ 975.00
15 years, but less than 20 years	\$ 1,175.00
20 years, but less than 25 years	\$1,530.00
25 years, but less than 29 years	\$1,950.00
29 years or more	\$2,500.00

Non-union benefit eligible employees are reimbursed earned unused sick time in accordance with the schedule below. The maximum reimbursement they are eligible for per year is \$650.

If employee uses:	Less than 24.9% of available sick days (0 to 2.9 days/0 to 20.9 hours)	Receives \$50.00/day for remaining unused days
	between 25% - 49.9% of available sick days (3 to 5.9 days/21 to 41.9 hours)	Receives \$40.00/day for remaining unused days
	between 50% -74.9% of available sick days (6 to 8.9 days/42 to 62.9 hours)	Receives \$30.00/day for remaining unused days.
	75% or more (9 to 12 days/63 to 84 hours)	Zero reimbursement
In all instances, the applicable percentages shall be rounded down.		

10. Please provide by position side by side the old min and max salary and the new min and max salary.

See attached spreadsheet/PDF "CompClassOrderDocument11-3-22"

11. Please provide by position the dollar increase along with the percentage.

See attached spreadsheet/PDF "CompClassOrderDocument11-3-22"

12. You state in your memo that periodically we should do a cost of living increase in the compensation structure. How do you define periodically?

This is a discretionary decision of the Mayor and the CFO. Depending on the economy, employers are advised to apply COLA to their compensation plan to ensure that the pay is still appropriate, competitive with the changing economy and not stagnant. Union employees have COLA applied to the comp plans every year.

13. If an employee is above the range how will their annually compensation work every year?
They will only receive COLA going forward.

14. Are there any collective bargaining units within the City (including those under MPS) that are not eligible to access the contract stabilization fund? If so, why? There are no CBAs that are restricted from using the Contractual Obligations and Salary & Wages Stabilization Fund.

Ghobrial, Andrew

From: Maryandjoe Pelrine <[REDACTED]>
Sent: Monday, November 7, 2022 10:20 AM
To: City Council
Subject: Tonights meeting

Good Morning All,
 What a beautiful day!
 I am not sure if I can attend tonight.
 On these orders

2023-29 funding for HRS compensation study. I thought that this study was completed already.
 Why is a total of \$ 7534.00 coming out of W & S retained earnings to pay for this?

2023-30 Funding for the clerical union contractual This time W & S retained earnings is being
 tapped for \$ 8792.00. Why wouldn't this line be covered entirely by the contract stabilization account?

2023-31 Funding for the labor's union contract. This time the W & S retained earning is being
 tapped for \$ 18,294.00. Again why isn't the contract stabilization account covering all of this?

Total \$ 34,620.00 is a lot of money.
 How did the city come to these percentage totals for each of these items?

It would seem to me that when the budget was approved, each of these line lines were accounted
 for, and funded, and now more money needs to be allocated?

With all of our water bills through the ceiling, How is that there \$34,620.00 in these retained earning
 accounts? Are we being charged to much for W & S?
 What are retained earning accounts?

Thanks for all you do for the City of Melrose.

Joe

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

Minutes Acceptance: Minutes of Jan 17, 2023 7:45 PM (Reading of the Minutes)

Ghobrial, Andrew

From: Alison Sarnoski <[REDACTED]@melrosema.gov>
Sent: Monday, November 7, 2022 6:06 PM
To: City Council; School Committee
Subject: Teacher contract

Good evening elected officials,
 I apologize for the lateness of this email. I understand the scope of both of your roles, but as our representatives, I ask that you consider this as both leaders and neighbors. I ask that you figure out a way to settle the MPS teacher and para contract. I understand that we don't know all of the updated MPS FY23 budget projections, but I feel like we can all agree that we will likely have a significant shortfall. We don't have to wait. We will need to be creative and we need to solve the problem now. This district cannot afford a strike. Essential workers in general and educators, specifically, have found their voices. I used to think that you might be able to try to "be creative" and bargain for things that don't cost money, but the reality is, we can't stand to lose anything. Money settles contracts. Settled contracts in our area give an indication that it's going to take a significant investment. Even if it's not "best financial practice," find money to settle this contract so that relationships can be repaired and there can be a partnership to lead this district forward through what is likely going to be a difficult few years.

There is an order before the Council tonight to adjust non-union salaries based on the results of the HR study. While I question the timing of this proposal, I don't disagree with its merit. Melrose should pay its employees at a competitive rate. The request states that, "The pay ranges targeted the 75th percentile of market, which was necessary in order to remain competitive as compared to other municipalities in Massachusetts." This is great. Pay our teachers and paras enough so that we're not in the bottom 10%. It's embarrassing. Also, I would ask that the School Committee and Superintendent rethink its language around the settlement of the contract. The word, "fair," is being used a lot. There really isn't a number that Melrose will get to this year that is "fair." We can do our best. It won't be fair. And words matter.

Council members, please don't sit back and say, "well, no one has asked us." School committee, please don't say "we just don't know how much money we are working with." Choose to work together to solve this problem. We desperately need leadership in this city. Please come up with a plan to articulate what it is that Melrose needs and how we are going to get there, or implore the Mayor to. Hundreds of Melrose residents came together in 2019 to volunteer their time to be a part of a vision for this city. Many are waiting for a clear articulation of what we need and how we will get there. Please tell us.

Sincerely,
 Alison Sarnoski



ReplyForw

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

Comp and Class Study Results

Funding Request for Non-Union Salary Adjustments

HRS Introductions

- **Aleksandra (Sandy) E. Stapczynski**- President HRS Inc; 35+ Years Consulting Experience
- **Buzz Stapczynski** – Served as CEO of large Municipality for many years
- **Tony Torrisi** – 40+ Years in Municipal Finance
- **Barbara Wooten** – Served as Assistant CHRO for the entire Commonwealth

Why did the City need to do a Comp and Class Study?

- Maintaining and regularly updating a Compensation and Classification Plan is a STANDARD BEST PRACTICE for municipalities
- Study usually done every 3-5 years
- The City of Melrose last did a comprehensive study of our salary plan over 30 years ago
- Our existing salary plan is obsolete and inequitable

Investing in our classification and compensation infrastructure is investing in the City of Melrose as an employer and investing in our career workforce.

Comp and Class Study Goal

Developing, supporting, and maintaining a **fair and equitable** classification and compensation system, including updated job descriptions, for City of Melrose non-union positions.

Study Timeline



OUR SYSTEM TODAY

PROPOSED SYSTEM

Static compensation system,
not updated regularly.

**Updated compensation plan reflective of
marketplace, internal job values and City's
desire to attract and retain talent**

2 Tiers; 6 schedules;
100+ grades

1 salary schedule with 23 grades

Inconsistent step increases
ranging from 1.25% - 3.5%

2% between steps

One third of non-union
workforce not on a salary
schedule, receiving COLA only

**Places workforce on a salary plan, allowing
for a meaningful career progression and
retention**

OUR SYSTEM TODAY

PROPOSED SYSTEM

No established minimum and maximum salary ranges that apply to current job market.

Provides established minimum and maximum salary ranges.

No formal job classification plan.

One classification plan built on tested methodology, provides pay equity and clear hierarchy based on skill and job requirements.

No system of classifying new positions.

Offers modern blueprint based on transparent and objective standards when evaluating new positions.

OUR SYSTEM TODAY

PROPOSED SYSTEM

Pay decisions are made in a vacuum.

Provides fair and equitable approach to pay decisions and reduces subjectivity.

Non-compliant with MEPA (various tiers based on hire dates, lack of consistency).

Ensures internal equity and compliance with MEPA.

Formal FLSA review has not been conducted to ensure FLSA compliance.

FLSA status evaluation ensure properly classifying positions as Exempt/ Non-exempt.

OUR SYSTEM TODAY

PROPOSED SYSTEM

Job descriptions have not been formally tested for compliance with state and federal laws.

Thorough analysis of the job description establishes legal compliance with state and federal laws.

Salary is stated as primary reason for leaving employment with the City.

Competitive salary schedule based on 75% of market averages to attract and retain talented diverse workforce.

Doesn't align with the City's goals and values of Diversity, Equity and Inclusion.

Supports the City's values and efforts towards Diversity, Equity and Inclusion.

Risks v. Rewards

There are **RISKS** if the plan is not implemented:

- Current plan is not consistent or fair
- Legal exposure
- Harder to recruit and retain talented employees

There are **REWARDS** if the plan is implemented:

- ✓ Ongoing compliance & strategic compensation planning
- ✓ Would support a hybrid performance-based appraisal system
- ✓ Improves morale 😊

Objectives Met

Classification and Compensation Plan development and maintenance provides the City with internal and external equity based on these criteria:

- ✓ Knowledge, ability, skills
- ✓ Education, training, and experience required
- ✓ Market data analysis
- ✓ Job duties and responsibilities

HRS provided necessary training to allow the City to maintain the plans going forward.

HRS Study Outcomes

- Compensation and Classification Study results in adjustments to 58 positions
- Not every adjustment exceeds existing departmental budget
- Some salaries are paid through other sources, including regionalized and grant-funded positions

Why are We Here Now?

- The study results are complete and ready to implement
- Request for \$167,310 from the Contractual Obligations and Salary & Wages Stabilization Fund to fund the study results for current FY
- City Council approved free cash appropriation of \$460,000 to fund in part non-union salary adjustments (May 2022)
- CFO and department heads preparing to build the FY24 budget

Questions?



CITY OF MELROSE

Office of Treasurer-Collector

Kathryn J Armata
Treasurer-Collector

City Hall, 562 Main Street
Melrose, Massachusetts 02176
Treasurer - (781) 979-4162
Collector - (781) 979-4120
Fax - (781) 665-6877

MEMORANDUM

To: Melrose City Council
Mayor Brodeur

From: Kathryn Armata

Date: December 16, 2022

Re: Loan Order – Infiltration/Inflow Removal projects

ORDERED: That the City appropriates \$1,330,000 to pay costs of designing and constructing sewer system improvements to address inflow and infiltration in the City's sewer system, including the payment of all costs incidental and related thereto; that to meet this appropriation, the Treasurer, with the approval of the Mayor, is authorized to borrow said amount pursuant to Chapter 44, Section 7(1) or Section 8(14) of the General Laws, or pursuant to any other enabling authority, and to issue bonds or notes of the City therefor; that the Treasurer, with the approval of the Mayor, is authorized to borrow all or a portion of such amount from the Massachusetts Water Resources Authority (the "MWRA") through the MWRA's Sewer System I/I Local Financial Assistance Program and, in connection therewith, to enter into a loan agreement and/or financial assistance agreement with the MWRA and otherwise to contract with the MWRA with respect to such loan and for any grants or aid available for the project or for the financing thereof; that the Mayor is authorized to accept and expend any grants or aid available for the project or for the financing thereof, provided that the amount of the authorized borrowing for the project shall be reduced by the amount of any such grants or aid received; and that the Mayor is authorized to take any other action necessary to carry out this project.

Pursuant to Section 56-14 of the City Ordinances, attached is a projection of the principal and interest costs on the bonds proposed to be authorized by the following loan order under consideration by the City Council. The payment schedule attached assumes a 10-year borrowing term on 25% of \$1,330,000, an interest rate assumption of 0% over the life of the borrowing, and a level debt service payment schedule. The debt service on these bonds will be paid from the Sewer Enterprise Fund and will not have an impact on the enterprise fund rates."

FINANCIAL IMPACT: See attached

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MWRA Sewer System I/I Local Financial Assistance Program
 75% grant and 25% 10 year 0% interest loan
 \$ 1,330,000.00

Debt Schedule			
	Principal	Interest	
7/15/2024	\$ 33,250.00	0	
7/15/2025	\$ 33,250.00	0	
7/15/2026	\$ 33,250.00	0	
7/15/2027	\$ 33,250.00	0	
7/15/2028	\$ 33,250.00	0	
7/15/2029	\$ 33,250.00	0	
7/15/2030	\$ 33,250.00	0	
7/15/2031	\$ 33,250.00	0	
7/15/2032	\$ 33,250.00	0	
7/15/2033	\$ 33,250.00	0	
	\$ 332,500.00	\$	-



CITY OF MELROSE

DEPARTMENT OF PUBLIC WORKS

*Administration-Engineering-Water-Sewer-Facilities
Parks-Forestry-Highway-Sanitation-Cemetery-Fleet*

Vonnie Reis, P.E.
City Engineer

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

MEMORANDUM

To: Melrose City Council

From: Vonnie Reis, City Engineer

cc: Mayor Paul Brodeur
Elena Proakis Ellis, Director of Public Works
Patrick Dello Russo, City Auditor & CFO
Kathryn Armada, Treasurer Collector
James Troup, Assistant Director of DPW Finance and Administration

Date: December 19, 2022

Re: Request to Authorize MWRA I/I Program Funding – Phase 14

The MWRA Sewer System I/I Local Financial Assistance Program (LFAP) has approved assistance to the City of Melrose in the amount of **\$1,330,000** under Phase 14 of the program. Under this program, the funding is distributed as 75% grant and 25% zero interest loan. The MWRA Sewer System I/I Local Financial Assistance Program assists MWRA communities with the rehabilitation and replacement of existing sewer lines, manholes and services to reduce the inflow and infiltration of ground water and rain water. The program goals are to reduce the inflow and infiltration of water into the City sewer system, therefore reducing the City's sewer discharge assessment rate, mitigating sewer surcharges and overflows during heavy rain events, and minimizing the seepage of sewage into the ground.

Phase 14 funding will be used to continue work on a Sewer System Evaluation Study (SSES) program aimed at reducing inflow and infiltration (I/I) within the Melrose sewer collection system. Under previous MWRA funding phases, the SSES included metering, flow isolation, smoke testing, and CCTV to identify and quantify sources of I/I in the sewer system. Funding under previous phases was also used to rehabilitate pipes using cured-in-place-pipe (CIPP) lining and replacement of leaking manhole covers. Phase 14 funds will be used for a pipeline rehabilitation project that will employ both trenchless CIPP and open cut methods to remove I/I from the system. Phase 14 funds will also be used to conduct building inspections to identify and address private inflow sources with illegal connections to the sewer system.

Water and sewer debts scheduled to be retired in FY24 and FY25 will coincide with the borrowing under this program. Therefore, the impact of the 0% interest loan (\$332,500) to be repaid over 10 years will not have an impact on the water and sewer rates.

A positive vote is required before the DPW can apply for and access the grant funds and interest-free loan from MWRA.

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COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM



5.A.2.a

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

CONTRACTOR LEGAL NAME: City of Melrose (and d/b/a):		COMMONWEALTH DEPARTMENT NAME: Department of Fire Services MMARS Department Code: DFS	
Legal Address: (W-9, W-4): 552 Main Street, Melrose, MA 02176		Business Mailing Address: P.O. Box 1025, 1 State Road, Stow, MA 01775	
Contract Manager: Chief Edward J. Collina	Phone: 781-979-4404	Billing Address (if different):	
E-Mail: ecollina@cityofmelrose.org	Fax: 781-662-2304	Contract Manager: David Clemons	Phone: 978-567-3179
Contractor Vendor Code: VC6000192116		E-Mail: David.Clemons@mass.gov	Fax: 978-567-3121
Vendor Code Address ID (e.g. "AD001"): AD001. (Note: The Address ID must be set up for EFT payments.)		MMARS Doc ID(s): CT-DFS-1000-	
		RFR/Procurement or Other ID Number: Legislative Exemption	
☒ NEW CONTRACT PROCUREMENT OR EXCEPTION TYPE: (Check one option only) ☐ Statewide Contract (OSD or an OSD-designated Department) ☐ Collective Purchase (Attach OSD approval, scope, budget) ☐ Department Procurement (includes all Grants - <u>815 CMR 2.00</u>) (Solicitation Notice or RFR, and Response or other procurement supporting documentation) ☐ Emergency Contract (Attach justification for emergency, scope, budget) ☐ Contract Employee (Attach <u>Employment Status Form</u> , 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 <u>new</u> total if Contract is being amended). \$ <u>60,000.00</u> .			
PROMPT PAYMENT DISCOUNTS (PPD): Commonwealth payments are issued through EFT 45 days from invoice receipt. Contractors requesting accelerated payments must identify a PPD as follows: Payment issued within 10 days ____% PPD; Payment issued within 15 days ____% PPD; Payment issued within 20 days ____% PPD; Payment issued within 30 days ____% PPD. If PPD percentages are left blank, identify reason: ☒ agree to standard 45 day cycle ☐ statutory/legal or Ready Payments (<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.) This grant is for SCBA safety and equipment improvements for the Melrose Fire Department, as specified in line item 8324-0050 of the FY2023 General Appropriations Act (Chapter 126 of the Acts of 2022). Funds are to be used in accordance with the Earmark Statement of Work only.			
ANTICIPATED START DATE: (Complete ONE option only) The Department and Contractor certify for this Contract, or Contract Amendment, that Contract obligations: ☒ 1. may be incurred as of the Effective Date (latest signature date below) and no obligations have been incurred prior to the Effective Date. ☐ 2. may be incurred as of _____, 20____, a date LATER than the Effective Date below and no obligations have been incurred prior to the Effective Date. ☐ 3. were incurred as of _____, 20____, a date PRIOR to the Effective Date below, and the parties agree that payments for any obligations incurred prior to the Effective Date are authorized to be made either as settlement payments or as authorized reimbursement payments, and that the details and circumstances of all obligations under this Contract are attached and incorporated into this Contract. Acceptance of payments forever releases the Commonwealth from further claims related to these obligations.			
CONTRACT END DATE: Contract performance shall terminate as of June 30, 2023 , with no new obligations being incurred after this date unless the Contract is properly amended, provided that the terms of this Contract and performance expectations and obligations shall survive its termination for the purpose of resolving any claim or dispute, for completing any negotiated terms and warranties, to allow any close out or transition performance, reporting, invoicing or final payments, or during any lapse between amendments.			
CERTIFICATIONS: Notwithstanding verbal or other representations by the parties, the "Effective Date" of this Contract or Amendment shall be the latest date that this Contract or Amendment has been executed by an authorized signatory of the Contractor, the Department, or a later Contract or Amendment Start Date specified above, subject to any required approvals. The Contractor certifies that they have accessed and reviewed all documents incorporated by reference as electronically published and the Contractor makes all certifications required under the Standard Contract Form Instructions and Contractor Certifications under the pains and penalties of perjury, and further agrees to provide any required documentation upon request to support compliance, and agrees that all terms governing performance of this Contract and doing business in Massachusetts are attached or incorporated by reference herein according to the following hierarchy of document precedence, the applicable Commonwealth Terms and Conditions, this Standard Contract Form, the Standard Contract Form Instructions and Contractor Certifications, the Request for Response (RFR) or other solicitation, the Contractor's Response (excluding any language stricken by a Department as unacceptable, and additional negotiated terms, provided that additional negotiated terms will take precedence over the relevant terms in the RFR and the Contractor's Response only if made using the process outlined in <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>Edward J. Collina</u> Date: <u>9/30/22</u> (Signature and Date Must Be Handwritten At Time of Signature) Print Name: <u>Edward J. Collina</u> Print Title: <u>Chief of Dept. Fire</u>		AUTHORIZING SIGNATURE FOR THE COMMONWEALTH: X: _____ Date: _____ (Signature and Date Must Be Handwritten At Time of Signature) Print Name: _____ Print Title: _____	

Issued May
2004

COMMONWEALTH OF MASSACHUSETTS

CONTRACTOR AUTHORIZED SIGNATORY LISTING

CONTRACTOR LEGAL NAME: CITY OF MELROSE
 CONTRACTOR VENDOR/CUSTOMER CODE: VL0000192116

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

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

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

AUTHORIZED SIGNATORY NAME	TITLE
Paul Brodeur	City Mayor
Edward Colina	Chief of Dept. - Fire
Stephanie Ciampi	Assistant Treasurer

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

[Signature]
 Signature

Date: 10/4/2022

Title: City Mayor

Telephone: 781-979-4442

Fax: 781-662-2162

Email: pbrodeur@cityofmelrose.org

[Listing can not be accepted without all of this information completed.]

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

Minutes Acceptance: Minutes of Jan 17, 2023 7:45 PM (Reading of the Minutes)

Department of Fire Services and the City of Melrose Grant Agreement Scope of Work and Budget

Authorization: The authorization for this grant to the **City of Melrose** is the purchase of SCBA equipment for the Melrose Fire Department, per the legislative mandate as specified in line item 8324-0050 of the FY2023 General Appropriations Act (chapter 126 of the Acts of 2022), which reads “...provided further, that not less than \$60,000 shall be expended for the city of Melrose for a fire breathing apparatus, SCBA, for the purposes of safety and equipment improvements within the Melrose fire department;”.

Grant Project Description: The Melrose Fire Department will use the \$60,000 to purchase new Self-Contained Breathing Apparatus (SCBA) equipment (air packs, cylinders, and face pieces). The Department’s current SCBA equipment is aged-out and no longer covered by warranty. In order to stay NFPA compliant, it is imperative that our Department replaces the current aged-out equipment.

Grant Manager: The MA Department of Fire Services and the **City of Melrose** will each assign a grant manager with respect to this Scope of Work. It is anticipated that the grant manager will not change during the period the Scope of Work is in force. In the event that a change is necessary, the party requesting the change will provide prompt written notice to the other. In the event a change occurs because of a non-emergency, two-week written notice is required. For a change resulting from an emergency, prompt notice is required.

The MA Department of Fire Services grant manager will work closely with the **City of Melrose** to ensure successful completion of the grant, will consult with the **City of Melrose** to develop the Scope of Work, will coordinate input as needed, and will review and approve deliverables, progress reports and authorize acceptance and compensation of deliverables.

The **City of Melrose** grant manager will serve as the interface between the MA Department of Fire Services and all **City of Melrose** personnel participating in this engagement, will develop and maintain the Scope of Work and Budget in consultation with the MA of Fire Services grant manager, will facilitate regular communication with the MA Department of Fire Services grant manager including status reports/updates and review of performance against the Scope of Work, and will work closely with the MA Department of Fire Services to ensure successful completion of the grant.

The **City of Melrose** grant manager is Edward J. Collina who can be reached at 576 Main Street, Melrose, MA 02176, Tel #: 781-979-4404, E-mail: ecollina@cityofmelrose.org. MA Department of Fire Services grant manager is David Clemons, Director of Operations, 1 State Road, Stow, MA 01775, tel 978-567-3179, email: David.Clemons@mass.gov.

Budget: The funds may not be used to serve as a match for a federal grant without prior written authorization from the MA Department of Fire Service Chief Financial Officer. All applicable local and state procurement requirements must be adhered to in the use of the grant funds

Budget Category	Budget Amount	Describe how the planned expenditures relate to the legislative authorization
Salaries and wages of employees performing grant related work		
Equipment related to the purpose of the grant	\$60,000.00	NFPA compliant SCBA equipment will be purchased to replace aged-out equipment
Ordinary maintenance or other expenditures related to the purpose of the grant		

Reimbursement Request Process: The MA Department of Fire Services agrees to disburse funds on a cost reimbursement basis. All costs requested for reimbursement must be listed on the DFS Grant/Earmark reimbursement form. Appropriate supporting documentation for all non-salary costs must also be attached, including:

1. copy of invoice
2. proof of payment – cancelled check or similar other proof of payment documentation such as a copy of the City/Town warrant or invoice that is marked paid and signed as paid by the City/Town fiscal officer.

Appropriate supporting documentation for salary costs must also be attached, including:

1. Payroll documentation including
 - a. Individual employee's name;
 - b. description of the services/work performed by the employee;
 - c. the relationship of the employee's work performed to the grant;
 - d. the wages paid; and
 - e. dates of performance
2. Signature by the city/town fiscal officer certifying that the payroll costs were directly related to the purposes of the grant and eligible for grant reimbursement.

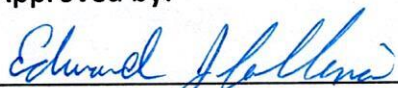
Such documentation is usually on timesheets, rosters, time and effort reports, payroll warrants, or other official records from the community/entity.

Frequency of Reimbursements: Reimbursement requests may be submitted on a quarterly or annual basis. The final reimbursement request must be submitted no later than July 21, 2023. DFS will only reimburse for costs incurred through the grant performance period, June 30, 2023.

Grant Monitoring: The Department of Fire Services may conduct grant monitoring through either a desk-based review or on-site monitoring visits, or both, in order to obtain additional information or verify information related to grant spending, grant-funded activity, or grant award outcomes. Advance notice will be given prior to a site visit. Findings of non-compliance with any portion of the DFS Grant Agreement Scope of Work and Budget may result in a demand for funds to be returned to DFS. Site visits or desk-based reviews will be conducted within one (1) calendar year of the end of the contracted performance period.

Changes in Scope of Work or Budget: The grant project description and budget are fixed and any change would be a "material" change in the contract. "Material" changes to the project description (adding, deleting or altering items) or budget lines (deletions, additions or changes to items) will require both parties to execute a *Standard Contract Amendment Form*. Contract amendments may not be done retroactively and must be done prior to the grant end date.

Approved by:



City of Melrose

Edward collina - chief
Print Name and Title of Dept.

9/30/2022

Date

Approved by:

Department of Fire Services

Print Name and Title

Date

Minutes Acceptance: Minutes of Jan 17, 2023 7:45 PM (Reading of the Minutes)



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 changes made on or by attachment (in the form of addendum, engagement letters, contract forms or invoice terms) to the terms in this published form or to the Standard Contract Form Instructions and Contractor Certifications, the Commonwealth Terms and Conditions for Human and Social Services or the Commonwealth IT Terms and Conditions which incorporated by reference herein. Additional non-conflicting terms may be added by Attachment. Contractors are required to access published forms at CTR Form <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):		COMMONWEALTH DEPARTMENT NAME: Department of Fire Services MMARS Department Code: DFS	
Legal Address: (W-9, W-4): 552 Main Street, Melrose, MA 02176		Business Mailing Address: P.O. Box 1025, 1 State Road, Stow, MA 01775	
Contract Manager: Chief Edward J. Collina	Phone: 781-979-4404	Billing Address (if different):	
E-Mail: ecollina@cityofmelrose.org	Fax: 781-662-2304	Contract Manager: David Clemons	Phone: 978-567-3179
Contractor Vendor Code: VC6000192116		E-Mail: David.Clemons@mass.gov	Fax: 978-567-3121
Vendor Code Address ID (e.g. "AD001"): AD001. (Note: The Address ID must be set up for EFT payments.)		MMARS Doc ID(s): CT-DFS-1000-	
		RFR/Procurement or Other ID Number: Legislative Exemption	
<u>X</u> NEW CONTRACT PROCUREMENT OR EXCEPTION TYPE: (Check one option only) ☐ Statewide Contract (OSD or an OSD-designated Department) ☐ Collective Purchase (Attach OSD approval, scope, budget) ☐ Department Procurement (includes all Grants - 815 CMR 2.00) (Solicitation Notice or RFR, and Response or other procurement supporting documentation) ☐ Emergency Contract (Attach justification for emergency, scope, budget) ☐ Contract Employee (Attach <u>Employment Status Form</u> , scope, budget) ☒ Other Procurement Exception (Attach authorizing language, legislation with specific exemption or earmark, and exception justification, scope and budget)		<u> </u> CONTRACT AMENDMENT Enter Current Contract End Date <u>Prior</u> to Amendment: <u> </u> , 20 <u> </u> . Enter Amendment Amount: \$ <u> </u> . (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): <u>X</u> Commonwealth Terms and Conditions <u> </u> Commonwealth Terms and Conditions For Human and Social Services			
COMPENSATION: (Check ONE option): The Department certifies that payments for authorized performance accepted in accordance with the terms of this Contract will be supported in the state accounting system by sufficient appropriations or other non-appropriated funds, subject to intercept for Commonwealth owed debts under 815 CMR 9.00. ☐ Rate Contract. (No Maximum Obligation) Attach details of all rates, units, calculations, conditions or terms and any changes if rates or terms are being amended.) ☒ Maximum Obligation Contract. Enter total maximum obligation for total duration of this contract (or <u>new</u> total if Contract is being amended). \$ <u>60,000.00</u> .			
PROMPT PAYMENT DISCOUNTS (PPD): Commonwealth payments are issued through EFT 45 days from invoice receipt. Contractors requesting accelerated payments must identify a PPD as follows: Payment issued within 10 days <u> </u> % PPD; Payment issued within 15 days <u> </u> % PPD; Payment issued within 20 days <u> </u> % PPD; Payment issued within 30 days <u> </u> % PPD. If PPD percentages are left blank, identify reason: <u>X</u> agree to standard 45 day cycle <u> </u> statutory/legal or Ready Payments (M.G.L. c. 29, § 23A); <u> </u> only initial payment (subsequent payments scheduled to support standard EFT 45 day payment cycle. See Prompt Pay Discounts Policy.)			
BRIEF DESCRIPTION OF CONTRACT PERFORMANCE OR REASON FOR AMENDMENT: (Enter the Contract title, purpose, fiscal year(s) and a detailed description of the scope performance or what is being amended for a Contract Amendment. Attach all supporting documentation and justifications.) This grant is for SCBA safety and equipment improvements for the Melrose Fire Department, as specified in line item 8324-0050 of the FY2023 General Appropriations Act (Chapter 126 of the Acts of 2022). Funds are to be used in accordance with the Earmark Statement of Work only.			
ANTICIPATED START DATE: (Complete ONE option only) The Department and Contractor certify for this Contract, or Contract Amendment, that Contract obligations: <u>X</u> 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. <u> </u> 2. may be incurred as of <u> </u> , 20 <u> </u> , 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. <u> </u> 3. were incurred as of <u> </u> , 20 <u> </u> , 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, 2023</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 a 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 Amendment has been executed by an authorized signatory of the Contractor, the Department, or a later Contract or Amendment Start Date specified above, subject to any required approvals. The Contractor certifies that they have accessed and reviewed all documents incorporated by reference as electronically published and the Contractor makes all certifications required under the Standard Contract Form Instructions and Contractor Certifications under the pains and penalties of perjury, and further agrees to provide any required documentation upon request to support compliance, and agrees that all terms governing performance of this Contract and doing business in Massachusetts are attached or incorporated by reference herein according to the following hierarchy of document precedence, the applicable Commonwealth Terms and Conditions, this Standard Contract Form, the Standard Contract Form Instructions and Contractor Certifications, the Request for Response (RFR) or other solicitation, the Contractor's Response (excluding any language stricken by a Department unacceptable, and additional negotiated terms, provided that additional negotiated terms will take precedence over the relevant terms in the RFR and the Contractor's Response only made using the process outlined in 801 CMR 21.07, incorporated herein, provided that any amended RFR or Response terms result in best value, lower costs, or a more cost effective Contract.			
AUTHORIZING SIGNATURE FOR THE CONTRACTOR: X: <u>Edward J. Collina</u> Date: <u>9/30/22</u> (Signature and Date Must Be Handwritten At Time of Signature) Print Name: <u>Edward J. Collina</u> Print Title: <u>Chief of Dept. Fire</u>		AUTHORIZING SIGNATURE FOR THE COMMONWEALTH: X: <u>David Clemons</u> Date: <u>10/12/22</u> (Signature and Date Must Be Handwritten At Time of Signature) Print Name: <u>David Clemons</u> Print Title: <u>Director of Operations</u>	

Issued May
2004

COMMONWEALTH OF MASSACHUSETTS

CONTRACTOR AUTHORIZED SIGNATORY LISTING

CONTRACTOR LEGAL NAME: City of Melrose
 CONTRACTOR VENDOR/CUSTOMER CODE: VE0000192116

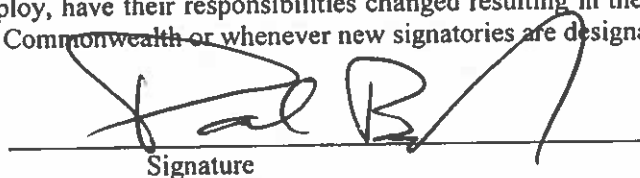
INSTRUCTIONS: Any Contractor (other than a sole-proprietor or an individual contractor) must provide a listing of individuals who are authorized as legal representatives of the Contractor who can sign contracts and other legally binding documents related to the contract on the Contractor's behalf. In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

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

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

AUTHORIZED SIGNATORY NAME	TITLE
Paul Brodeur	City Mayor
Edward Colina	Chief of Dept. - Fire
Stephanie Ciampi	Assistant Treasurer

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


 Signature

Date: 10/4/2022

Title: City Mayor

Telephone: 781-979-4442

Fax: 781-662-2162

Email: pbrodeur@cityofmelrose.org

[Listing can not be accepted without all of this information completed.]

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

Minutes Acceptance: Minutes of Jan 17, 2023 7:45 PM (Reading of the Minutes)

Form **W-9**(Massachusetts Substitute W-9 Form) Rev.
March 2020**Request for Taxpayer
Identification Number and
Certification**Completed form should be given to
the requesting department or the
department you are currently doing
business with.

Company/Taxpayer Name (as shown on your income tax return). Name is required on this line, do not leave this line blank.

City of Melrose

DBA Name if different from above:

Check the appropriate box: ☐ Individual/Sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation
☐ Partnership ☐ Trust/ Estate ☒ Other **Municipality**

Legal Address: number, street, and apt. or suite no.

562 Main Street

City:

Melrose

State:

MA

Zip code:

02176Remittance Address: if different from legal address number,
street, apt. or suite no.

City:

State:

Zip code:

Phone:

781-979-4404

Fax:

781-662-2304

Email address:

firestation@cityofmelrose.org**Part I Taxpayer Identification Number (TIN)** Enter your TIN in the appropriate box. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instruction on page 2. For other entities, it is your employer identification number (EIN). If you do not have a number, see How to get a TIN on page 2. Note: If the account is in more than one name, see the chart on page 2 for guidelines on whose number to enter.Company/Taxpayer Tax Identification
Number (9 digits EIN or SSN) Vendors:
Dunn and Bradstreet Universal Numbering
System (DUNS) All vendors that receive federal
grant funds must submit their DUNS number. Please
confirm with the state agency if this is required.

EIN:

04-6001401

SSN:

DUNS:

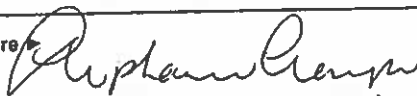
Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Services (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am an U.S. person (including an U.S. resident alien).
4. I am currently a Commonwealth of Massachusetts's state employee: (check one): No ☐ Yes ☐ If yes, in compliance with the State Ethics Commission requirements. Certification instructions: You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply.

Sign
Here

Authorized Signature



Printed Name

Stephanie Ciampi

Date

9/30/22

Minutes Acceptance: Minutes of Jan 17, 2023 7:45 PM (Reading of the Minutes)

Department of Fire Services and the City of Melrose Grant Agreement Scope of Work and Budget

Authorization: The authorization for this grant to the **City of Melrose** is the purchase of SCBA equipment for the Melrose Fire Department, per the legislative mandate as specified in line item 8324-0050 of the FY2023 General Appropriations Act (chapter 126 of the Acts of 2022), which reads “...provided further, that not less than \$60,000 shall be expended for the city of Melrose for a fire breathing apparatus, SCBA, for the purposes of safety and equipment improvements within the Melrose fire department;”.

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Grant Manager: The MA Department of Fire Services and the **City of Melrose** will each assign a grant manager with respect to this Scope of Work. It is anticipated that the grant manager will not change during the period the Scope of Work is in force. In the event that a change is necessary, the party requesting the change will provide prompt written notice to the other. In the event a change occurs because of a non-emergency, two-week written notice is required. For a change resulting from an emergency, prompt notice is required.

The MA Department of Fire Services grant manager will work closely with the **City of Melrose** to ensure successful completion of the grant, will consult with the **City of Melrose** to develop the Scope of Work, will coordinate input as needed, and will review and approve deliverables, progress reports and authorize acceptance and compensation of deliverables.

The **City of Melrose** grant manager will serve as the interface between the MA Department of Fire Services and all **City of Melrose** personnel participating in this engagement, will develop and maintain the Scope of Work and Budget in consultation with the MA of Fire Services grant manager, will facilitate regular communication with the MA Department of Fire Services grant manager including status reports/updates and review of performance against the Scope of Work, and will work closely with the MA Department of Fire Services to ensure successful completion of the grant.

The **City of Melrose** grant manager is Edward J. Collina who can be reached at 576 Main Street, Melrose, MA 02176, Tel #: 781-979-4404, E-mail: ecollina@cityofmelrose.org. MA Department of Fire Services grant manager is David Clemons, Director of Operations, 1 State Road, Stow, MA 01775, tel 978-567-3179, email: David.Clemons@mass.gov.

Budget: The funds may not be used to serve as a match for a federal grant without prior written authorization from the MA Department of Fire Service Chief Financial Officer. All applicable local and state procurement requirements must be adhered to in the use of the grant funds

Budget Category	Budget Amount	Describe how the planned expenditures relate to legislative authorization
Salaries and wages of employees performing grant related work		
Equipment related to the purpose of the grant	\$60,000.00	NFPA compliant SCBA equipment will be purchased to replace aged-out equipment
Ordinary maintenance or other expenditures related to the purpose of the grant		

Reimbursement Request Process: The MA Department of Fire Services agrees to disburse funds on a cost reimbursement basis. All costs requested for reimbursement must be listed on the DFS Grant/Earmark reimbursement form. Appropriate supporting documentation for all non-salary costs must also be attached, including:

1. copy of invoice
2. proof of payment – cancelled check or similar other proof of payment documentation such as a copy of the City/Town warrant or invoice that is marked paid and signed as paid by the City/Town fiscal officer.

Appropriate supporting documentation for salary costs must also be attached, including:

1. Payroll documentation including
 - a. Individual employee's name;
 - b. description of the services/work performed by the employee;
 - c. the relationship of the employee's work performed to the grant;
 - d. the wages paid; and
 - e. dates of performance
2. Signature by the city/town fiscal officer certifying that the payroll costs were directly related to the purposes of the grant and eligible for grant reimbursement.

Such documentation is usually on timesheets, rosters, time and effort reports, payroll warrants, or other official records from the community/entity.

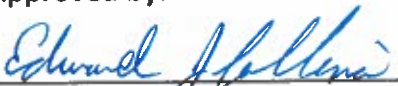
Frequency of Reimbursements: Reimbursement requests may be submitted on a quarterly or annual basis. The final reimbursement request must be submitted no later than July 21, 2023. DFS will only reimburse for costs incurred through the grant performance period, June 30, 2023.

Minutes Acceptance: Minutes of Jan 17, 2023 7:45 PM (Reading of the Minutes)

Grant Monitoring: The Department of Fire Services may conduct grant monitoring through either a desk-based review or on-site monitoring visits, or both, in order to obtain additional information or verify information related to grant spending, grant-funded activity, or grant award outcomes. Advance notice will be given prior to a site visit. Findings of non-compliance with any portion of the DFS Grant Agreement Scope of Work and Budget may result in a demand for funds to be returned to DFS. Site visits or desk-based reviews will be conducted within one (1) calendar year of the end of the contracted performance period.

Changes in Scope of Work or Budget: The grant project description and budget are fixed and any change would be a "material" change in the contract. "Material" changes to the project description (adding, deleting or altering items) or budget lines (deletions, additions or changes to items) will require both parties to execute a *Standard Contract Amendment Form*. Contract amendments may not be done retroactively and must be done prior to the grant end date.

Approved by:


City of Melrose

Edward collina - Chief
Print Name and Title of Dept.

9/30/2022
Date

Approved by:


Department of Fire Services

David Charles, Director of Operations
Print Name and Title

10/12/22
Date

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FIRE DEPARTMENT CITY OF MELROSE

OFFICE OF THE CHIEF

Edward J. Collina
Chief of Department

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

To: City of Melrose – City Council
From: Chief Edward J. Collina
Date: December 16, 2022
RE: FY23 Earmark Grant

The City of Melrose Fire Department has been awarded \$60,000 in funding from The Department of Fire Services.

These funds will be used to purchase Self-Contained Breathing Apparatus (SCBA) equipment for the purpose of safety and equipment improvements within the Fire Department, such as air packs, cylinders, and face pieces.

SCBA are used to protect members against oxygen deficiency, gases, irritants, chemicals, and carcinogens, just to name a few, as there are over 200 known chemicals found in smoke on a fireground. This equipment is essential for allowing fire fighters to operate in hostile fireground environments.

The Fire Department's current SCBA equipment is aged-out and no longer covered by warranty. In order to stay in compliance with the National Fire Protection Association (NFPA), it is imperative that we purchase and replace the current aged-out equipment to keep our department members safe.

Respectfully,

Edward J. Collina
Chief of Dept.

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Kristin Foote
City Clerk

562 Main Street
Melrose, Massachusetts 0217
Telephone - (781) 979-4111

COMMON VICTUALLER LICENSE APPLICATION

Annual Renewal Fee - \$75

Licenses Expire annually on December 31

- ☒ New Application
☐ Renewal Application

Common Victualler Licenses are valid from January through December and are required to be renewed annually. To avoid delays in processing your application, please do not leave any applicable sections blank. *All incomplete applications will be returned.*

- ✓ Please refer to the check list below to ensure all steps are completed prior to submitting the original application to the City Clerk's Office:

	Completed application with "wet signature"
	Inspection and approval from the following Departments: - o Melrose Fire - o Melrose Health and Human Services Department - o Melrose Police - o Inspectional Services - o Treasurer Collectors Office
	Completed Business Certificate Application, if applicable
	Completed Worker's Compensation Insurance Affidavit, including a copy of Declarations page of Workers' Compensation Policy.
	Copy of Current ServSafe Certificate
	\$75 Application Fee payable by cash, credit card or check payable to the City of Melrose.

Please contact Joanne Perperian at (781) 979-4115 or email clerks@cityofmelrose.org with questions.

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Kristin Foote
City Clerk

562 Main Street
Melrose, Massachusetts 0217
Telephone - (781) 979-411

**COMMON VICTUALLER LICENSE
RENEWAL APPLICATION
LICENSING PERIOD JANUARY 1, 2023 – DECEMBER 31, 2023**

Business Name: SALAMORE GOLF, INC. DBA MOUNT HOOD MEMORIAL PARK + GOLF COURSE		Tax ID Number: [REDACTED]	
Business Address: 1287 MAIN ST. LYNNFIELD MA 01940 LOCAL: 100 SLAYTON RD. MELROSE, MA. 02176		Business Phone Number: [REDACTED]	
Owner's Name: RICHARD LUFF TYLER SANBORN		Owner's Cell Phone Number: [REDACTED]	
Residential Address of Owner: [REDACTED]		Number of Employees: LOCAL 4 FULL TIME 40 PART TIME	
Email Address of Owner (required): [REDACTED]			
24-hour Emergency Contact Name: JEAN SCARITO - GENERAL MANAGER		Emergency Phone Number: [REDACTED]	
Circle all that apply:	Breakfast GOLF + FUNCTIONS	Lunch GOLF + FUNCTIONS	Dinner FUNCTIONS
			Take-out
Please List Daily Hours of Operation			
Sunday	Monday	Tuesday	Wednesday
6:00 AM TO 11:00 PM IN SEASON			
VARIABLE DURING OFF-SEASON - DEPENDENT ON FUNCTION DEMAND			
Approved Number of Seats:		MAIN HALL: 90 CARR ROOM: 60 SNACK ROOM: 35	
Floor Space/ Square Feet:		MAIN HALL: 1390 CARR ROOM: 780 SNACK ROOM: 450	

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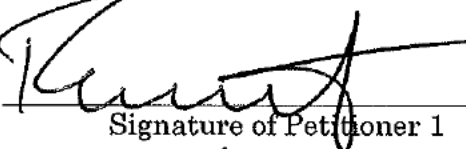


Kristin Foote
City Clerk

562 Main Street
Melrose, Massachusetts 0217
Telephone - (781) 979-411

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, local taxes, all water, sewer and solid waste disposal bills, all tax titles, utilities, and all motor vehicle excise taxes to the City of Melrose required by law.



Signature of Petitioner 1

12/19/2022

Date of Signature



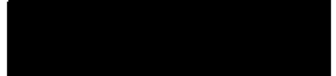
Date of Birth



Signature of Petitioner 2

12/19/2022

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.



Kristin Foote
City Clerk

562 Main Street
Melrose, Massachusetts 0217
Telephone - (781) 979-411

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: SALAMORE GOLF, INC.
Address: 1287 MAIN ST
City/State/Zip: LYNNFIELD, MA 01940
Phone #: [REDACTED]

Are you an employer- (check one):	
☒	*I am an employer with <u>45</u> employees (full/part-time) <u>LOCAL 130 TOTAL</u>
☐	I am sole proprietor or partnership and have no employees working for me in any capacity (No workers' comp insurance required)
☐	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)
☐	We are a non-profit organization, staffed by volunteers, with no employees. (No workers' comp insurance required)

Business Type- (required):	
☐	Retail
☐	Restaurant/Bar/Eating Establishment
☐	Office and/or Sales (incl. real estate, auto, etc.)
☐	Entertainment
☐	Manufacturing
☐	Non-profit
☐	Health Care
☒	Other: <u>GOLF COURSE W/ SNACK BAR, BAR, & FUNCTION SPACE</u>

*Any applicant that checks box #1 must also fill out the section on the next page 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.

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Kristin Foote
City Clerk

562 Main Street
Melrose, Massachusetts 0217
Telephone - (781) 979-411

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

Insurance Company Name: MERCHANTS PREFERRED INSURANCE COMPANY

Insurer's Address: 5 BEDFORD FARMS DRIVE SUITE 101

City/State/Zip: BEDFORD, N.H. 03110

Policy # or Self-Insurance License #: [REDACTED] Expiration Date: [REDACTED]

Required:

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 \$1,5000.00 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: By: [Signature], PRES. Date: 12/19/2022

Phone #: [REDACTED]

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Kristin Foote
City Clerk

562 Main Street
Melrose, Massachusetts 0217
Telephone - (781) 979-4111

INFORMATION AND INSTRUCTIONS

Massachusetts General Laws chapter 152 requires all employers to provide workers' compensation for their employees. Pursuant to this statute, and *employee* is defined as "...every person in the service of another under any contract of hire, express or implied, oral or written."

An employer is defined as "an individual, partnership, association, corporation or other legal entity, or any two or more of the foregoing engaged in a joint enterprise, and including the legal representatives of a deceased employer, or the receiver or trustee of an individual, partnership, association or other legal entity, employing employees. However, the owner of a dwelling house having not more than three apartments and who resides therein, or the occupant of the dwelling house of another who employs persons to do maintenance, construction or repair work on such dwelling house or on the grounds or building appurtenant thereto shall not because of such employment be deemed to be an employer."

MGL chapter 152, §25C(6) also states that "every state or local licensing agency shall withhold the issuance or renewal of a license or permit to operate a business or to construct buildings in the commonwealth for any applicant who has not produced acceptable evidence of compliance with the insurance coverage required."

Additionally, MGL chapter 152, §25C(7) states "Neither the commonwealth nor any of its political subdivisions shall enter into any contract for the performance of public work until acceptable evidence of compliance with the insurance requirements of this chapter have been presented to the contracting authority."

Applicants

Please fill out the workers' compensation affidavit completely, by checking the boxes that apply to your situation and, if necessary, supply your insurance company's name, address, and phone number along with a certificate of insurance.

Limited Liability Companies (LLC) or Limited Liability Partnerships (LLP) with no employees other than the members or partners, are not required to carry workers' compensation insurance. If an LLC or LLP does have employees, a policy is required. Be advised that this affidavit may be submitted to the Department of Industrial Accidents for confirmation of insurance coverage.

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City Clerk

562 Main Street
Melrose, Massachusetts 0217
Telephone - (781) 979-411

Sign and date the affidavit

The affidavit should be returned to the city or town that the application for the permit or license is being requested, not the Department of Industrial Accidents. Should you have any questions regarding the law of if you are required to obtain a workers' compensation policy, please call the Department at the number listed below. Self-insured companies should enter their self-insurance license number on the appropriate line.

City or Town Officials

Please be sure that the affidavit is complete and printed legibly. The Department has provided a space at the bottom of the affidavit for you to fill out in the event the Office of Investigation has to contact you regarding the applicant. Please be sure to fill in the permit/license number which will be used as a reference number. In addition, an applicant that must submit multiple permit/license applications in any given year, need only submit one affidavit indicating current policy information (if necessary). A copy of the affidavit that has been officially stamped or marked by the city or town may be provided to the applicant as proof that a valid affidavit is on file for future permits or licenses. A new affidavit must be filled out each year. Where a homeowner or citizen is obtaining a license or permit not related to any business or commercial venture (i.e. a dog license or permit to burn leaves etc.) said person is NOT required to complete this affidavit.

The Office of Investigation would like to thank you in advance for your cooperation and should you have any questions please do not hesitate to give us a call. The Department's address, telephone and fax number:

The Commonwealth of Massachusetts
Department of Industrial Accidents
Office of Investigations
600 Washington Street
Boston, MA 02111

Tel. # 617-0727-4900 ext. 406 or 1-877-MASSAFE
Fax # 617-727-7749
www.mass.gov/dia

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City Clerk

562 Main Street
Melrose, Massachusetts 02176
Telephone - (781) 979-4111

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Melrose, Massachusetts 02176
Telephone - (781) 979-4111

COMMON VICTUALLER LICENSE
CITY DEPARTMENT REVIEW
LICENSING PERIOD JANUARY 1, 2023 - DECEMBER 31, 2023

Instructions for applicant:

Please complete the section below before obtaining approval from each of the City Departments listed on the back of this page. Departments will not review and approve if there are any fields left blank.

REPORT OF INVESTIGATION - RELATIVE TO APPLICATION FOR

Business Name: SABAMORE GOLF, INC. DBA
MOUNT HOOD MEMORIAL PARK + GOLF COURSE

Owner Name: RICHARD LUFF Owner DOB: [REDACTED]

Business Address: LOCAL: 100 SLAYTON RD, MELROSE, MA 02176
CORPORATE: 1287 MAIN ST, LYNNFIELD, MA 01940

Daily Business Hours

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
		6:00 AM TO 11:00 PM IN SEASON				
		VARIABLE DURING OFF SEASON - DEPENDENT ON FUNCTION RUN				
Approved Number of Seats:			MAIN HALL: 90 CARR ROOM: 60 SNACK ROOM: 35			
Floor Space/ Square Feet:			MAIN HALL: 1390 CARR ROOM: 780 SNACK ROOM: 450			

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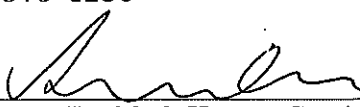
Kristin Foote
City Clerk

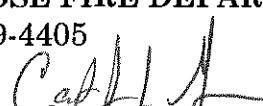
CITY OF MELROSE
OFFICE OF THE CITY CLERK

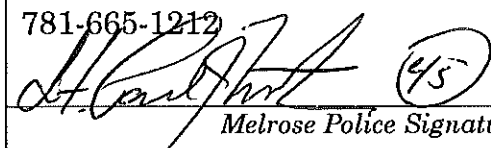
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562 Main Street
Melrose, Massachusetts 0217
Telephone - (781) 979-4111

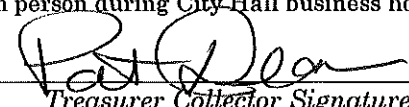
Attention City Officials: Please review the information submitted by the applicant on the reverse side to ensure all fields are complete prior to researching your records and signing off.

MELROSE HEALTH & HUMAN SERVICES 781-979-4130	Date Signed: 12-20-2022 Anthony Chui	FOOD PERMIT EXP DATE: 05-31-2024
 Health & Human Services Signature	Health & Human Services Name Printed	
☐ Denied	☐ Approved	☒ Other
Comments: New Application - Inspection in process		

MELROSE FIRE DEPARTMENT 781-979-4405	Date Signed: 1/9/23 J. GIBSON	\$10 Fee Paid Yes/No
 Melrose Fire Captain Signature	Fire Captain Name Printed	
☐ Denied	☒ Approved	☐ Other
Comments:		

MELROSE POLICE DEPARTMENT 781-665-1212	Date Signed: 12/20/2022 H. Paul Jr 45	
 Melrose Police Signature	Melrose Police Name Printed	
☐ Denied	☒ Approved	☐ Other
Comments:		

INSPECTIONAL SERVICES DEPARTMENT 781-979-4135	Date Signed: 12/20/22 Stacy Boudreau	
 Building Commissioner Signature	Building Commissioner Name Printed	
☐ Denied	☒ Approved	☐ Other
Comments:		

TREASURER COLLECTORS' OFFICE Available in person during City Hall business hours	Date Signed: 1-3-23 Pat Dean	
 Treasurer Collector Signature	Treasurer Collector Name Printed	
☐ Denied	☒ Approved	☐ Other
Comments:		

Minutes Acceptance: Minutes of Jan 17, 2023 7:45 PM (Reading of the Minutes)



INSURANCE BINDER

 DATE (MM/DD/YYYY)
12/15/2022

THIS BINDER IS A TEMPORARY INSURANCE CONTRACT, SUBJECT TO THE CONDITIONS SHOWN ON PAGE 2 OF THIS FORM.

AGENCY D.B. Warlick & Co. P O Box 1260 69 Lafayette Rd. North Hampton NH 03862		COMPANY Merchants Insurance Co.		BINDER # B22121528363	
PHONE (A/C, No, Ext): (603) 964-6065 CODE: AGENCY CUSTOMER ID: 00015225 INSURED AND MAILING ADDRESS Sagamore Golf Inc dba Mt Hood Memorial Park & Golf Course 101 North Road North Hampton NH 03862		FAX (A/C, No): (603) 964-9029 SUB CODE: THIS BINDER IS ISSUED TO EXTEND COVERAGE IN THE ABOVE NAMED COMPANY PER EXPIRING POLICY #: CMP9155355		DATE EFFECTIVE TIME 1/1/2023 12:01 DATE EXPIRATION TIME 1/31/2023 12:01 AM	
		DESCRIPTION OF OPERATIONS / VEHICLES / PROPERTY (Including Location) Location: 100 Slayton Road, Melrose MA			

COVERAGES

LIMITS

TYPE OF INSURANCE	COVERAGE / FORMS	DEDUCTIBLE	COINS %	AMOUNT
PROPERTY CAUSES OF LOSS ☐ BASIC ☐ BROAD ☒ SPEC ☒ REPLACEMENT COST	Blanket Bldg & contents			
GENERAL LIABILITY ☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS MADE ☒ OCCUR	RETRO DATE FOR CLAIMS MADE:	EACH OCCURRENCE	\$	
		DAMAGE TO RENTED PREMISES	\$	
		MED EXP (Any one person)	\$	
		PERSONAL & ADV INJURY	\$	
		GENERAL AGGREGATE	\$	
		PRODUCTS - COMPROP AGG	\$	
VEHICLE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS		COMBINED SINGLE LIMIT	\$	
		BODILY INJURY (Per person)	\$	
		BODILY INJURY (Per accident)	\$	
		PROPERTY DAMAGE	\$	
		MEDICAL PAYMENTS	\$	
		PERSONAL INJURY PROT	\$	
		UNINSURED MOTORIST	\$	
			\$	
VEHICLE PHYSICAL DAMAGE DED ☐ COLLISION: ☐ ALL VEHICLES ☐ SCHEDULED VEHICLES ☐ OTHER THAN COL:		ACTUAL CASH VALUE		
		STATED AMOUNT	\$	
GARAGE LIABILITY ☐ ANY AUTO		AUTO ONLY - EA ACCIDENT	\$	
		OTHER THAN AUTO ONLY:		
		EACH ACCIDENT	\$	
		AGGREGATE	\$	
EXCESS LIABILITY ☒ UMBRELLA FORM ☐ OTHER THAN UMBRELLA FORM	RETRO DATE FOR CLAIMS MADE:	EACH OCCURRENCE	\$	
		AGGREGATE	\$	
		SELF-INSURED RETENTION	\$	
		PER STATUTE		
WORKER'S COMPENSATION AND EMPLOYER'S LIABILITY		E.L. EACH ACCIDENT	\$	
		E.L. DISEASE - EA EMPLOYEE	\$	
		E.L. DISEASE - POLICY LIMIT	\$	
SPECIAL CONDITIONS / Commission, their commissioners, officers and agents and employees COVERAGES		FEES	\$	
		TAXES	\$	
		ESTIMATED TOTAL PREMIUM	\$	

NAME & ADDRESS

	MORTGAGEE	ADDITIONAL INSURED
	LOSS PAYEE	
	LOAN #:	
	AUTHORIZED REPRESENTATIVE David Warlick/GAIL	



Date Prepared: 12/02/22

DIRECT BILL

WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY INSURANCE POLICY

MERCHANTS PREFERRED INSURANCE COMPANY
 BUFFALO, NY 14202 NCCI COMPANY NUMBER: 33942

INFORMATION PAGE

POLICY NUMBER: [REDACTED]

TRANSACTION TYPE: RENEWAL

AGENCY/BROKER: D B WARLICK & CO.

RENEWAL OF NUMBER: [REDACTED]

AGENT CODE: 71889/NER06/037

BUSINESS TYPE: CORPORATION

1. THE SAGAMORE GOLF INC
 INSURED 101 NORTH ROAD
 MAILING NORTH HAMPTON, NH 03862-2130
 ADDRESS

INTERSTATE/INTRASTATE RISK ID:

BOARD FILE NUMBER:

FEDERAL EMPLOYER
 IDENTIFICATION NUMBER: [REDACTED]

OTHER WORKPLACES NOT SHOWN ABOVE: (ADDRESS, CITY, STATE, ZIP CODE)
 SEE EXTENSION OF INFORMATION PAGE

2. POLICY PERIOD is from 01/01/23 to 01/01/24 12:01 AM standard time at the insured's mailing address.

3. A. Workers' Compensation Insurance: Part One of the policy applies to the Workers' Compensation Law of the states listed here: MA NH

B. Employers Liability Insurance: Part Two of the policy applies to work in each state listed in item 3.A.

The limits of our liability under Part Two are:

Bodily Injury by Accident \$1,000,000 each accident

Bodily Injury by Disease \$1,000,000 policy limit

Bodily Injury by Disease \$1,000,000 each employee

C. Other States Insurance: Part Three of the policy applies to the states, if any, listed here:

D. This policy includes these endorsements and schedules:

MS 1U 05 11 99	MU 06 3J 07 17	MU 92 67 05 19	MU 92 72 08 19	WC 00 00 00 C
WC 00 00 01 A	WC 00 03 08	WC 00 04 06	WC 00 04 06 A	WC 00 04 14 A
WC 00 04 19	WC 00 04 20	WC 00 04 21 E	WC 00 04 22 C	WC 00 04 25
WC 20 03 01	WC 20 03 02 A	WC 20 03 03 D	WC 20 04 04	WC 20 06 01 A
WC 28 04 04	WC 28 04 05	WC 28 06 01	WC 28 06 04	

4. The premium for this policy will be determined by our Manuals of Rules, Classifications, Rates and Rating Plans. All information required below is subject to verification and change by audit.

Classifications	Code No.	Premium Basis Total Estimated Annual Remuneration	Rates Per \$100 of Remuneration	Estimated Annual Premium
-----------------	----------	---	---------------------------------------	-----------------------------

SEE EXTENSION OF INFORMATION PAGE

MINIMUM PREMIUM	\$	328
-----------------	----	-----

DEPOSIT PREMIUM	\$	19,079
-----------------	----	--------

TOTAL ESTIMATED ANNUAL PREMIUM	\$	19,079
--------------------------------	----	--------

Interim adjustments of premiums shall be made: ANNUAL

Countersigned by:

Authorized representative

Date

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 INSURED COPY

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Minutes Acceptance: Minutes of Jan 17, 2023 7:45 PM (Reading of the Minutes)



CITY OF MELROSE

Human Resources Department

Polina Latta

Director

platta@cityofmelrose.org

City Hall, 562 Main Street
 Melrose, Massachusetts 02176
 (P) 781-979-4145

MEMORANDUM

To: Melrose City Council
 From: Polina Latta, Director of Human Resources and Labor Relations;
 James Troup, Deputy Director Administration & Finance
 Re: Workplace Safety and Education Grant Program
 Date: January 3, 2023

Through the Human Resources Office and Department of Public Works, the City of Melrose has recently been awarded the Workplace Safety and Education Grant through the Executive Office of Labor and Workforce Development, administered by the Department of Industrial Accidents, Office of Safety. This grant is awarded in the amount of \$8,200.00 and issued under the provisions of Massachusetts General Law, Chapter 23E, Section 3. Reimbursement will be distributed after all contractual documents are signed by all parties involved. All training programs must be completed on or before June 30, 2023. **There is no match required for this grant.**

The Workplace Safety and Education Grant Program is intended to promote safe and healthy working conditions in the workplace through education and preventative measures. Through careful consideration, we have identified and been approved for two training topics:

1. **OSHA10 Training:** This training is intended to provide important OSHA 10 training to individuals who have not yet received this certificate.
2. **Defensive Driving:** This training is intended to educate DPW employees who have access to City Vehicles on best practices of operating City Vehicles and reviews defensive actions drivers can take to reduce the risk of an accident.

In our application, we stressed the importance of safety training for our DPW employees due to the high-risk factor of many of our employee's job responsibilities. While training is offered throughout the year, the goal is to reinforce best practices and provide resources for a safer working environment. This will result in healthier employees that may better serve the City, as well as potentially reduce Worker's Compensation expenditures and other costs associated with workplace accidents.

We look forward to offer comprehensive training to DPW employees, mitigating possible workplace hazards, and enforcing proper care in their everyday work environment. We respectfully ask Council to accept this \$8,200.00 grant award.

Minutes Acceptance: Minutes of Jan 17, 2023 7:45 PM (Reading of the Minutes)



CHARLES D. BAKER
Governor

Office of the Governor Commonwealth of Massachusetts

State House
Boston, Massachusetts 02133
Tel: (617) 725-4000

KARYN E. POLITO
Lieutenant Governor

December 7, 2022

Chief Edward Collina
City of Melrose
576 Main Street
Melrose, MA 02176

Dear Chief Collina,

Congratulations! I am pleased to inform you that the Executive Office of Public Safety and Security and the Department of Fire Services (DFS) has awarded the City of Melrose \$19,000.00 in State Fiscal Year 2023 funding for the Firefighter Safety Equipment Grant Program.

Through great challenges in recent years, the fire service in Massachusetts has maintained the level of dependability and excellence that the citizens of the Commonwealth have come to expect. Please know how thankful I am for this, and how grateful I am to be able to provide your department with this important equipment.

The contract, terms and conditions, and other award documents for this program will be provided to you by DFS. Please contact Tim Moore at DFS with any questions about this award at 978-567-3721 or Timothy.Moore@mass.gov.

Sincerely,

Governor Charles D. Baker

Lt. Governor Karyn E. Polito

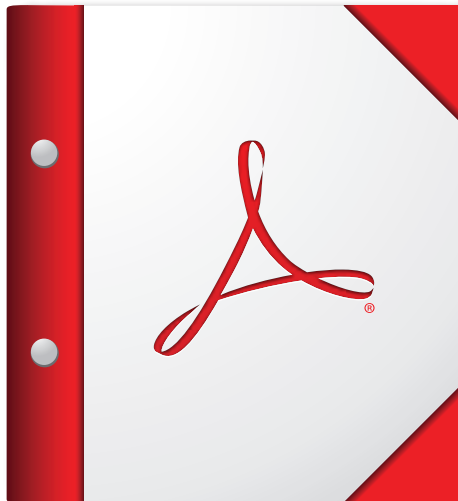
Minutes Acceptance: Minutes of Jan 17, 2023 7:45 PM (Reading of the Minutes)



COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM

This form is jointly issued and published by the Office of the Comptroller (CTR), the Executive Office for Administration and Finance (ANF), and the Operational Services Division (OSD) as the default contract for all Commonwealth Departments when another form is not prescribed by regulation or policy. The Commonwealth deems void any changes made on or by attachment (in the form of addendum, engagement letters, contract forms or invoice terms) to the terms in this published form or to the Standard Contract Form Instructions and Contractor Certifications, the Commonwealth Terms and Conditions for Human and Social Services or the Commonwealth IT Terms and Conditions which are incorporated by reference herein. Additional non-conflicting terms may be added by Attachment. Contractors are required to access published forms at CTR Forms: <https://www.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):		COMMONWEALTH DEPARTMENT NAME: Department of Fire Services MMARS Department Code: DFS	
Legal Address: (W-9, W-4): 552 Main St, Melrose, MA, 02176		Business Mailing Address: P.O. Box 1025, Stow MA 01775	
Contract Manager: Chief Edward J. Collina	Phone: 781-979-4404	Billing Address (if different):	
E-Mail: ecollina@cityofmelrose.org	Fax: 781-662-2304	Contract Manager: David Clemons	Phone: 978-567-3179
Contractor Vendor Code: VC6000192116		E-Mail: David.Clemons@mass.gov	Fax: 978-567-3121
Vendor Code Address ID (AD001) (Note: The Address ID must be set up for EFT payments.)		MMARS Doc ID(s): CT-DFS-1000-2023FFEGRANT0000000	
		RFR/Procurement or Other ID Number: BD-81549	
☒ NEW CONTRACT PROCUREMENT OR EXCEPTION TYPE: (Check one option only) ☐ Statewide Contract (OSD or an OSD-designated Department) ☐ Collective Purchase (Attach OSD approval, scope, budget) ☒ Department Procurement (includes all Grants - 815 CMR 2.00) (Solicitation Notice or RFR, and Response or other procurement supporting documentation) ☐ Emergency Contract (Attach justification for emergency, scope, budget) ☐ Contract Employee (Attach Employment Status Form, scope, budget) ☐ Other Procurement Exception (Attach authorizing language, legislation with specific exemption or earmark, and exception justification, scope and budget)		☐ CONTRACT AMENDMENT Enter Current Contract End Date <u>Prior</u> to Amendment: _____, 20____. Enter Amendment Amount: \$ _____. (or "no change") AMENDMENT TYPE: (Check one option only. Attach details of amendment changes.) ☐ Amendment to Date, Scope or Budget (Attach updated scope and budget) ☐ Interim Contract (Attach justification for Interim Contract and updated scope/budget) ☐ Contract Employee (Attach any updates to scope or budget) ☐ Other Procurement Exception (Attach authorizing language/justification and updated scope and budget)	
The Standard Contract Form Instructions, Contractor Certifications and the following Commonwealth Terms and Conditions document is incorporated by reference into this Contract and are legally binding: (Check ONE option): ☒ Commonwealth Terms and Conditions ☐ Commonwealth Terms and Conditions For Human and Social Services			
COMPENSATION: (Check ONE option): The Department certifies that payments for authorized performance accepted in accordance with the terms of this Contract will be supported in the state accounting system by sufficient appropriations or other non-appropriated funds, subject to intercept for Commonwealth owed debts under 815 CMR 9.00. ☐ Rate Contract. (No Maximum Obligation) Attach details of all rates, units, calculations, conditions or terms and any changes if rates or terms are being amended.) ☒ Maximum Obligation Contract. Enter total maximum obligation for total duration of this contract (or <u>new</u> total if Contract is being amended) <u>\$19,000.00</u>			
PROMPT PAYMENT DISCOUNTS (PPD): Commonwealth payments are issued through EFT 45 days from invoice receipt. Contractors requesting accelerated payments must identify a PPD as follows: Payment issued within 10 days ___ % PPD; Payment issued within 15 days ___ % PPD; Payment issued within 20 days ___ % PPD; Payment issued within 30 days ___ % PPD. If PPD percentages are left blank, identify reason: ☒ agree to standard 45 day cycle ___ statutory/legal or Ready Payments (M.G.L. c. 29, § 23A); ___ only initial payment (subsequent payments scheduled to support standard EFT 45 day payment cycle. See Prompt Pay Discounts Policy.)			
BRIEF DESCRIPTION OF CONTRACT PERFORMANCE OR REASON FOR AMENDMENT: (Enter the Contract title, purpose, fiscal year(s) and a detailed description of the scope of performance or what is being amended for a Contract Amendment. Attach all supporting documentation and justifications.) FY23 Firefighter Safety Equipment Grant Program. This contract is for funds awarded under the Department of Fire Services' FY23 Firefighter Equipment Grant, in accordance with the FY23 Grant Application, and attached Grant Agreement Scope of Work and Budget. Funds for this program will be disbursed on a reimbursement basis only.			
ANTICIPATED START DATE: (Complete ONE option only) The Department and Contractor certify for this Contract, or Contract Amendment, that Contract obligations: ☒ 1. may be incurred as of the Effective Date (latest signature date below) and <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 June 30, 2023, with no new obligations being incurred after this date unless the Contract is properly amended, provided that the terms of this Contract and performance expectations and obligations shall survive its termination for the purpose of resolving any claim or dispute, for completing any negotiated terms and warranties, to allow any close out or transition performance, reporting, invoicing or final payments, or during any lapse between amendments.			
CERTIFICATIONS: Notwithstanding verbal or other representations by the parties, the "Effective Date" of this Contract or Amendment shall be the latest date that this Contract or Amendment has been executed by an authorized signatory of the Contractor, the Department, or a later Contract or Amendment Start Date specified above, subject to any required approvals. The Contractor certifies that they have accessed and reviewed all documents incorporated by reference as electronically published and the Contractor makes all certifications required under the Standard Contract Form Instructions and Contractor Certifications under the pains and penalties of perjury, and further agrees to provide any required documentation upon request to support compliance, and agrees that all terms governing performance of this Contract and doing business in Massachusetts are attached or incorporated by reference herein according to the following hierarchy of document precedence, the applicable Commonwealth Terms and Conditions, this Standard Contract Form, the Standard Contract Form Instructions and Contractor Certifications, the Request for Response (RFR) or other solicitation, the Contractor's Response (excluding any language stricken by a Department as unacceptable, and additional negotiated terms, provided that additional negotiated terms will take precedence over the relevant terms in the RFR and the Contractor's Response only if made using the process outlined in 801 CMR 21.07, incorporated herein, provided that any amended RFR or Response terms result in best value, lower costs, or a more cost effective Contract.			
AUTHORIZING SIGNATURE FOR THE CONTRACTOR: X: <u>Edward J. Collina</u> , Date: <u>12/9/22</u> (Signature and Date Must Be Captured At Time of Signature) Print Name: <u>Edward J. Collina</u> Print Title: <u>Chief of Department</u>		AUTHORIZING SIGNATURE FOR THE COMMONWEALTH: X: _____, Date: _____ (Signature and Date Must Be Captured At Time of Signature) Print Name: <u>David Clemons</u> Print Title: <u>Director of Operations</u>	



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Acrobat X or Adobe Reader X, or later.**

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Issued May
2004

COMMONWEALTH OF MASSACHUSETTS

CONTRACTOR AUTHORIZED SIGNATORY LISTING

CONTRACTOR LEGAL NAME: City of Melrose
CONTRACTOR VENDOR/CUSTOMER CODE: VC6000192116

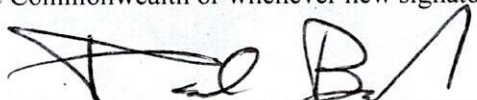
INSTRUCTIONS: Any Contractor (other than a sole-proprietor or an individual contractor) must provide a listing of individuals who are authorized as legal representatives of the Contractor who can sign contracts and other legally binding documents related to the contract on the Contractor's behalf. In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

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

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

AUTHORIZED SIGNATORY NAME	TITLE
Paul Brodeur	CITY MAYOR
Edward Collina	Chief of Dept. - Fire

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


Signature

Date: 12/15/2022

Title: Mayor

Telephone: 781-979-4442

Fax: 781-662-2132

Email: pbrodeur@cityofmelrose.org

[Listing can not be accepted without all of this information completed.]

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



FIRE DEPARTMENT CITY OF MELROSE

OFFICE OF THE CHIEF

Edward J. Collina
Chief of Department

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

To: City of Melrose – City Council
From: Chief Edward J. Collina
Date: January 4, 2023
RE: FY23 Firefighter Safety Equipment Grant

The City of Melrose Fire Department has been awarded \$19,000 in funding from the Executive Office of Public Safety & Security Department of Fire Services.

These funds will be used to purchase Self-Contained Breathing Apparatus (SCBA) equipment for the purpose of safety and equipment improvements within the Fire Department, such as air packs, cylinders, and face pieces.

SCBA are used to protect members against oxygen deficiency, gases, irritants, chemicals, and carcinogens, just to name a few, as there are over 200 known chemicals found in smoke on a fireground. This equipment is essential for allowing fire fighters to operate in hostile fireground environments.

The Fire Department's current SCBA equipment is aged-out and no longer covered by warranty. In order to stay in compliance with the National Fire Protection Association (NFPA), it is imperative that we purchase and replace the current aged-out equipment to keep our department members safe.

Respectfully,

Edward J. Collina
Chief of Dept.

Minutes Acceptance: Minutes of Jan 17, 2023 7:45 PM (Reading of the Minutes)

Department of Fire Services and the City of Melrose FY23 Firefighter Equipment Grant Agreement Scope of Work and Budget

Authorization: This grant is awarded by the Executive Office of Public Safety through the Department of Fire Services' FY23 Firefighter Safety Equipment Grant program for the purchase of firefighter safety equipment in accordance with the Acts of 2020 chapter 151 2D, the Department of Fire Services Earmark and Grants policy and procedures, and CMR 815, 2.00 State Grant Regulations.

Grant Project Description: Purchase of firefighter safety equipment as listed in the budget section of this Scope of Work.

Grant Manager: The MA Department of Fire Services and the grantee will each assign a grant manager with respect to this Scope of Work. It is anticipated that the grant manager will not change during the period the Scope of Work is in force. In the event that a change is necessary, the party requesting the change will provide prompt written notice to the other. In the event a change occurs because of a non-emergency, two-week written notice is required. For a change resulting from an emergency, prompt notice is required.

The MA Department of Fire Services grant manager will work closely with the grantee to ensure successful completion of the grant, will consult with the grantee to develop the Scope of Work, will coordinate input as needed, and will review and approve deliverables, progress reports and authorize acceptance and compensation of deliverables.

The grantee's grant manager will serve as the interface between the MA Department of Fire Services and all grantee personnel participating in this program, will maintain the Scope of Work and Budget in consultation with the MA Department of Fire Services grant manager, will facilitate regular communication with the MA Department of Fire Services grant manager including status reports/updates and review of performance against the Scope of Work, and will work closely with the MA Department of Fire Services to ensure successful completion of the grant.

The grantee's grant manager is Finance Administrator Rachel Jacobsmeyer who can be reached at: 576 Main Street Melrose, MA 02176, tel 781-979-4404, email: rjacobsmeyer@cityofmelrose.org. The MA Department of Fire Services grant manager is David Clemons, Director of Operations, 1 State Road, Stow, MA 01775, tel 978-567-3179, email: David.Clemons@mass.gov.

Budget: The funds may not be used to serve as a match for a federal grant. The funds may not be used for construction and all applicable local and state procurement requirements must be adhered to in the use of the grant funds. The grant funds must be used to purchase the following approved firefighter safety equipment.

Minutes Acceptance: Minutes of Jan 17, 2023 7:45 PM (Reading of the Minutes)

Grant Award:

<i>Department</i>	<i>Description of allowable Equipment</i>
City of Melrose	Individual SCBA Facepiece SCBA Bottle Self-Contained Breathing Apparatus (SCBA)
Total Award	\$19,000.00

Reimbursement Request Process: The MA Department of Fire Services agrees to disburse funds on a cost reimbursement basis. All costs requested for reimbursement must be listed on the DFS Grant/Earmark reimbursement form. Appropriate supporting documentation for all non-salary costs must also be attached, including:

1. copy of invoice
2. proof of payment – cancelled check or similar other proof of payment documentation such as a copy of the City/Town warrant or invoice that is marked paid and signed as paid by the City/Town fiscal officer.

Period of Performance: Approved expenditures may not be made until a contract has been executed between DFS and the grant recipient. Expenses incurred prior to execution of a contract **will not** be eligible for reimbursement through this program.

Grant recipients must take delivery of equipment no later than June 30, 2023. Equipment delivered to the recipient after that date **will not** be eligible for reimbursement through this program unless approval for an extension has been already been granted in writing by the DFS grant manager.

Reimbursement requests must be submitted no later than July 28, 2023. DFS will only reimburse for costs incurred through the grant performance period, June 30, 2023.

Grant Extensions: Grant recipients may request a single performance period extension if extenuating circumstances beyond the control of the recipient (backordered equipment, supply chain disruptions, vendor errors, etc.) will prevent equipment from being delivered on or before June 30, 2023. Extensions for these purposes must be submitted to DFS by email no later than June 1, 2023. Approval of extension requests is at the sole discretion of DFS.

Grant Monitoring: The Department of Fire Services may conduct grant monitoring through either a desk-based review or on-site monitoring visits, or both, in order to obtain additional information or verify information related to grant spending, grant-funded activity, or grant award outcomes. Advance notice will be given prior to a site visit. Findings of non-compliance with

any portion of the terms of the FY23 Firefighter Safety Equipment Application, the executed Standard Contract Form, and the DFS Grant Agreement Scope of Work and Budget may result in a demand for funds to be returned to DFS.

Changes in Scope of Work or Budget: The grant project description and budget are fixed and any change would be a “material” change in the contract. “Material” changes to the project description (adding, deleting or altering items) or budget lines (deletions, additions or changes to items) will require both parties to execute a *Standard Contract Amendment Form*. Contract amendments may not be done retroactively and must be done prior to the grant end date.

Records Management: The grantee shall maintain records in accordance with 815 CMR 2.08. This regulation includes but is not limited to “... maintain records, books, files and other data as specified in a contract and in such detail as shall properly substantiate claims for payment under a contract, for a minimum retention period of seven years beginning on the first day after the final payment under a contract, or such longer period as is necessary for the resolution, of any litigation, claim, negotiation, audit or other inquiry involving a contract...”

Approved by:



City of Melrose

Edward J. Collina - Chief of
Department

Print Name and Title

12/9/2022

Date

Approved by:

Department of Fire Services

David Clemons, Director of Operations

Print Name and Title

Date

Minutes Acceptance: Minutes of Jan 17, 2023 7:45 PM (Reading of the Minutes)



CITY OF MELROSE

PAUL BRODEUR
Mayor

OFFICE OF THE MAYOR

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

MEMORANDUM

To: City Council President Jen Grigoraitis
From: Mayor Paul Brodeur
Re: Request for Approval of Home Rule Petition
Date: January 17, 2023

I hereby request the Honorable City Council's consideration and approval of a Home Rule Petition to authorize the continued employment of City of Melrose Firefighter Daryl MacLeod until the age of 67 or until he is relieved of his duties by the mayor, whichever occurs first.

This Home Rule Petition is the only mechanism by which the City can allow a fire fighter to continue in that role past the age of 65. Doing so in this instance would serve the interests of the City by assisting our Fire Department in dealing with currently low staffing levels.

I have instructed City Solicitor Shannon Phillips to provide background on the Home Rule Petition process, and Fire Chief Ed Collina and the Firefighter Daryl MacLeod will be present at your Council meeting to answer any questions you may have regarding the necessity of making this request.

Thank you for your consideration of this request and for your continued support of the Fire Department as they work to provide the life-saving services our community members rely upon on a daily basis.

Minutes Acceptance: Minutes of Jan 17, 2023 7:45 PM (Reading of the Minutes)

**AN ACT Authorizing the Continued Employment of Daryl MacLeod as
Firefighter for the City of Melrose.**

Be it enacted by the Senate and House of Representatives in General Court assembled, and by the authority of the same as follows:

SECTION 1. Notwithstanding any general or special law to the contrary, Daryl MacLeod, City of Melrose Firefighter, may continue to serve in that position until reaching the age of sixty-seven (67), provided however that he remains mentally and physically capable of performing the duties of such position. The Mayor may, at the expense of the City, require Daryl MacLeod to be examined by an impartial physician to determine such capability. No further deductions shall be made from the regular compensation of Daryl MacLeod under Chapter 32 of the General Laws for any service in that position subsequent to his reaching age 65 and upon retirement for superannuation, he shall receive a superannuation retirement allowance equal to the allowance that he would have been entitled to had he retired upon reaching age 65.

SECTION 2. The provisions of this law shall not entitle Firefighter Daryl MacLeod to remain in service to the City of Melrose if removed or suspended from office.

SECTION 3. This act shall take effect immediately upon passage.



CITY OF MELROSE

Legal Department

Shannon Phillips
City Solicitor
 sphillips@cityofmelrose.org

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

January 11, 2023

Jennifer Grigoraitis, City Council President
 Melrose City Council
 562 Main Street
 Melrose, MA 02176

Re: Order No. 10520

(Requesting approval of a Home Rule Petition to authorize the City to continue the employment of Daryl MacLeod as Firefighter for the City of Melrose beyond age 65)

Dear Honorable Council Members:

This correspondence is being sent in advance of your January 17, 2023 City Council meeting at which the above-referenced order appears on the agenda for review and consideration.

In essence, Order No. 10520 is a Home Rule Petition to be submitted to the Massachusetts Legislature. Its intent is to allow for Firefighter Daryl MacLeod, a current longtime member of the Melrose Fire Department, to continue employment with the City of Melrose Fire Department to the age of 67. Absent a Home Rule Petition, Firefighter Daryl MacLeod reaches his 65th birthday in February 2023, and under state law will be mandated to retire from his position by the end of that month.

Please allow this correspondence to serve as background relative to the Home Rule Petition process, and to explain why such a petition is necessary to extend the maximum age restriction of a firefighter.

1. Mandatory Retirement Age of Firefighters in Massachusetts

Specifically, pursuant to Section 2 of Chapter 415 of the Acts of 1987 and Massachusetts General Laws c. 32, s. 1, age is considered a bona fide occupational qualification of firefighters and police officers in Massachusetts. By law, those employees must retire from their respective positions on or before the last day of the month in which they reach the age of 65. The law does not allow for distinctions to be made based on an individual's actual physical fitness, health,

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strength, or their desire or willingness to remain on the job. In Massachusetts, cities and towns have limited powers available, and cannot pass local legislation in conflict with state law.

Given this, should a municipality in Massachusetts wish to change this maximum age restriction to allow for one of its public safety employees to remain on the job longer, as is the case here, the only mechanism to do so is through the Home Rule Petition process.

2. The Home Rule Petition Process

A Home Rule Petition is the mechanism by which municipalities in Massachusetts request a new type of power from the state through the passage of a special act applicable only to their locality. A Home Rule Petition of the type requested by Order No. 10520- to extend the mandatory retirement age of a public safety employee- is not an uncommon petition filed or entertained by the state Legislature in Massachusetts. There have in fact been a number of very similar petitions filed and passed by the Legislature and signed by the Governor in recent years allowing for an individual in a public safety position to continue to serve beyond age 65.¹

The first step in the Home Rule Petition process is for the City to obtain local approval – by its legislative body- of the petition.² Consistent with Melrose Charter provisions and Council Rules of Order, such approval may be given by a simple majority vote of Council.

If approved by City Council at the local level, a certified copy of the votes taken by City Council approving the Home Rule Petition, as well as the proposed legislation should then be forwarded to the local legislative delegation with a request that the proposed legislation be filed on the City's behalf. This filing should include a copy of the City Council's vote, including the date, attested to by the signature of the City Clerk. Given the form of the proposed bill in Order No. 10520, the Legislature will then be free to amend the text as necessary within the scope of the general objectives of the petition.³

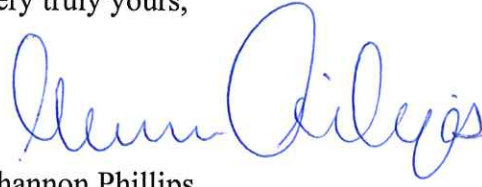
While there is no guaranteed timeframe for approval by the Legislature and signature of the Governor, my understanding is the Mayor's Office has been in touch with state delegation to inform them of this forthcoming petition, and that every effort is going to be made to have this petition reviewed and heard in short order- before the end of February 2023 given the impending timeframe of this individual's retirement.

¹ *An Act Authorizing the Town of Wellesley to Continue Employment of Jeffrey Peterson*, Chapter 186 of the Acts of 2020 (October 2, 2020); *An Act Authorizing the City of Framingham to Continue the Employment of Police Officer James Green*, Chapter 307 of the Session Acts of 2020 (January 11, 2021); *An Act Authorizing the City of Somerville to Continue the Employment of Charles J. Femino As Acting Chief of Police*, Chapter 99 of Acts of 2022 (July 1, 2022); *An Act Authorizing the Town of Hampden to Continue the Employment of Fire Department Member Peter Hatch*, Chapter 365 of the Acts of 2022 (January 4, 2023); *An Act Authorizing the Continued Employment of Anthony Del Signore, the Assistant Fire Chief of the Town of Reading*, Chapter 367 of the Acts of 2022 (January 4, 2023)

² Section 8(1) of the Home Rule Amendment (Mass. Const. amend. art. 2, as appearing in amend. art. 89)

³ See *Opinion of the Justices*, 356 Mass. 775, 791 (1969).

Very truly yours,



Shannon Phillips



FIRE DEPARTMENT CITY OF MELROSE

OFFICE OF THE CHIEF

Edward J. Collina
Chief of Department

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

January 11, 2023

Jennifer Grigoraitis, City Council President
Melrose City Council
562 Main Street
Melrose, MA 02176

Dear Councilors,

Order No.10520 coming before you on your agenda on January 17, 2023. This order is a home rule petition which would allow for current Firefighter Daryl MacLeod, to continue to serve in that position until reaching the age of sixty-seven (67). Currently under state law he must retire on the last day of the month in which he turns sixty-five (65) – February 2023.

Firefighter Macleod is a life-long resident of Melrose and he has been employed with the City of Melrose Fire Department since 1993. He has been cited and credited with rescuing two people from burning buildings, he comes to work, stays mentally and physically fit, and knows all aspects of the job. His knowledge and love for the job will surely be missed if and when he retires.

In just the last 7 months, the staffing levels in the Fire Department have decreased by 6 positions due to resignations and/or retirements. In response to a recent requisition to fill the vacancies, created by the resignations/retirements, we only received four parties of interest off of the civil service list, in which the City offered conditional letters of employment to two. Of the two, only one has accepted. The decrease in staffing puts a tremendous strain on the current work force to maintain an adequate level to safely mitigate the hazards of modern-day fire service. This proposed act is a temporary solution to our current staffing issue.

I sincerely urge this honorable body to move quickly to support this special act, allowing Firefighter Daryl MacLeod to continue his employment within the City, to help ease the strains in staffing that we are currently working under, and respectfully request immediate consideration of this order to allow the process to move ahead.

Edward J. Collina
Chief of Department

Minutes Acceptance: Minutes of Jan 17, 2023 7:45 PM (Reading of the Minutes)

Ghobrial, Andrew

From: Collina, Edward
Sent: Tuesday, January 17, 2023 12:34 PM
To: Ghobrial, Andrew
Cc: Foote, Kristin; Fleischman, Margot; Phillips, Shannon
Subject: Order #2023-54 - Withdrawal

Importance: High

Good Afternoon,

I respectfully request that the order going to the City Council this evening (Order # 23-054) be withdrawn. FF Daryl MacLeod informed me just this morning that he has decided not to extend his career with the Fire Department beyond his expected date of retirement in February 2023.

Regards,
 Chief

Edward J. Collina
Chief of Department
Melrose Fire Department
576 Main Street
Melrose, MA. 02176
(Office) 781-979-4403
(Fax) 781-662-2304
ecollina@cityofmelrose.org

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

Minutes Acceptance: Minutes of Jan 17, 2023 7:45 PM (Reading of the Minutes)



PAUL BRODEUR
Mayor

CITY OF MELROSE

OFFICE OF THE MAYOR

City Hall, 562 Main Street
Melrose, Massachusetts 02176
Telephone - (781) 979-4440
Fax - (781) 662-2182

MEMORANDUM

To: Melrose City Council
From: Mayor Paul Brodeur
RE: Commission on Disability Reappointment
Date: January 3, 2023

I respectfully request the Honorable City Council confirm the reappointment of Margaret Sheets, 53 Melrose St., Apt. 3D, to the Commission on Disability for a three-year term, said term to expire on the last day of February 2026.

Ms. Sheets possesses approximately 10 years of experience working for the Disability Policy Consortium of Massachusetts, and during her time with the Commission, has proven herself to be an invaluable member. I am confident that her reappointment will help the commission continue to drive forward its mission of ensuring Melrose is fully inclusive of people with disabilities and assist the commission in meeting one of its core objectives: reviewing and making recommendations about policies, procedures, services, activities, and facilities of departments, boards, and agencies of the City of Melrose as they affect people with disabilities.

Thank you for your consideration.

Minutes Acceptance: Minutes of Jan 17, 2023 7:45 PM (Reading of the Minutes)

Margaret Sheets

53 Melrose St. Apt. 3D Melrose, MA 02176

Relevant Experience

Disability Policy Consortium Massachusetts, My Ombudsman Program Boston, MA

Operations Coordinator, 6/2018-Present

- Conduct research and write articles for the Disability Policy Consortium's weekly newsletter
- Edit reports regarding information on MassHealth members' cases to ensure readability
- Conduct satisfaction surveys to assess MassHealth members' thoughts on the My Ombudsman program
- Analyze satisfaction survey results and present survey data to staff to help with assessing staff performance
- Arrange logistics and work with transit authorities statewide to post My Ombudsman ads on public buses
- Transcribe interviews and analyze results to assess MassHealth members experiences with LTS Coordinators
- Orient newly hired staff to policies and best practices for working as part of the My Ombudsman team
- Work with My Ombudsman staff to design items to be distributed at outreach events
- Interview candidates as part of an interview committee for positions within the My Ombudsman team
- Interview and supervise summer interns
- Represent the My Ombudsman Program at statewide events
- Respond to staff inquiries about office policies, procedures, locations of supplies and other documents
- Organize and facilitate staff wellness activities and ensure staff members' life events are recognized
- Respond to phone inquiries from the public and connect them with appropriate resources
- Work with three staff members to develop strategies to organize their tasks to increase their productivity

Disability Policy Consortium Massachusetts, Malden, MA

Health Care Advocate and Research Assistant, 7/2014-6/2018

- Researched and wrote issue briefs to distribute to disability advocates on topics impacting people with disabilities
- Supervised an intern in compiling information for a database regarding scholarships for students with disabilities
- Lead a discussion group for women with disabilities in Second Life to further empower women with disabilities
- Researched disability topics to respond to consumer requests for information
- Worked with a team to organize a symposium on transportation access for young adults with disabilities sponsored by Easter Seals Massachusetts
- Conducted customer satisfaction surveys to analyze the quality of services delivered by One Care Ombudsman staff
- Presented on barriers to sexual healthcare faced by people with disabilities, as part of a UMass Medical School webinar
- Designed and wrote content for a resource guide to assist people with disabilities who may be experiencing violence
- Transcribed phone interviews for researchers at the Mongan Institute to assess patients' experiences with EMT care
- Organized logistics analyzed results and wrote a report of discussion groups on healthcare-seeking habits of people with disabilities to inform the work of disability-related organizations.
- Called over 100 people with disabilities to urge them to attend meetings regarding changes to MassHealth
- Created online surveys and analyzed results via SurveyMonkey to gather data on various topics of interest to the DPC
- Gave presentations to educate 10-20 students at Lesley College about disability history and advocacy

Community Catalyst, Boston, MA

Program Associate, 7/2013-11/2014

- Organized all logistics and guest list for an off-site Community Catalyst meeting with 20 medical leaders
- Conducted internet research on conflict-of-interest issues in medical education to provide information for publication
- Analyzed medical schools' conflict of interest policies to edit toolkits to help improve schools' policies
- Recruited 20-30 participants and managed logistics for conference calls and webinars

Easter Seals Massachusetts, Boston, MA

Public Affairs Intern, 9/2012-7/2013

- Testified before health and human service committees at the Massachusetts State House on employment issues
- Researched disability topics and wrote reports summarizing the information for use by Easter Seals staff

Minutes Acceptance: Minutes of Jan 17, 2023 7:45 PM (Reading of the Minutes)

Dana-Farber Cancer Institute Center for Community-Based Research, Boston, MA
Research Assistant II, 10/2011-5/2012

- Reviewed articles for use in manuscripts
- Edited and wrote content for articles subsequently published in academic journals
- Analyzed focus group results concerning women's opinions of changes in mammography guidelines
- Designed format and wrote content for PowerPoint presentations and newsletters

Academic Publications

Allen, J. D., Bluethmann, S. M., Sheets, M., Opdyke, K. M., Gates-Ferris, K., Hurlbert, M., & Harden, E. (2013). Women's responses to changes in US preventive task force's mammography screening guidelines: results of focus groups with ethnically diverse women. *BMC public health*, 13(1), 1169-1181

Allen JD, Mars D, Tom D, Apollon G, Hillaire D, Iralien G, Cloutier L, Sheets M, Zamor R (2013). Health beliefs, attitudes and service utilization among Haitians. *Journal of Health Care for Poor and Underserved*, 24, 106-119

Education

Emerson College (in collaboration with **Tufts University School of Medicine**), Boston, MA, **Graduated:** 2010
 Master of Arts in Health Communication; Awarded a graduate assistantship

American University School of International Service, Washington, DC, **Graduated:** 2008
 Bachelor of Arts in International Studies

MEAF-AAPD Congressional Internship Program Paid Intern-Summer 2006

- Interned in the Washington DC offices of Senator Debbie Stabenow and the US Senate Health, Education, Labor and Pensions Committee

Skills

Computer Skills: Microsoft Word, Excel, PowerPoint, Outlook, Publisher, OneNote, Adobe Reader, EndNote, SPSS

Language Skills: Proficient in conversational Spanish

Janet M. Nevin

415 East Foster Street, Melrose, MA 02176

- Objective:** Seeking a position in a dynamic and collaborative environment, where my experience and talents will contribute to the growth and success of the organization.
- Skills:** Flexible, resourceful, detail oriented, with exceptional communication skills. Focused, dependable, a solid team player and consensus-builder. Proven expertise in writing, editing and proofreading, as well as experience with grant administration support.
- Education:** University of Vermont
Mass Communications & Theater Major
- Professional:** **SDM Foundation Associate**
Worked as a team member to provide administrative and marketing support for a non-profit focused on teaching people to use technology to enrich their lives. Our services were tailored to individual needs and were available free of charge. Responsibilities included the overall customer experience and community outreach. Also set-up the monthly Shop Talks Speaker Series with local experts on a variety of technical topics. Assisted with scheduling and publishing monthly newsletters.
- City of Melrose | Health Department Grant Administrator**
Provided administrative support to Melrose Substance Abuse Prevention Coalition. Assisted with production and dissemination of all Coalition materials, including Annual Report, meeting minutes and press releases. Coordinated staffing for off-site events. Worked from grant inception to build relationships with community groups, schools, police and local businesses in support of Coalition mission.
- Continental Cablevision, Inc. Office Manager and Executive Assistant to the Chairman & CEO**
Hired, trained and managed office staff, maintained office systems and acted as liaison to corporate vendors through office relocation process; represented company at corporate sponsored events.
- Volunteer / Community Development:** **The Bridge | A School/Community Partnership Former Board Member and Bee Committee Member**
Developed policies and goals for organization and represented Board at community and school district events; assisted with planning yearly fundraiser as member of raffle committee.
- Melrose Alliance Against Violence Supporter and Current Walk Committee Member**
Assist in planning annual walk for an organization whose mission is to raise community awareness of domestic and teen dating violence and to promote programs to reduce violence and encourage healthy relationships.
- Community Coalition of Melrose Former Member**
Served as community representative for group comprised of local businesses and organizations, which was formed to promote quality of life within Melrose.
- Common Ground Teen Center Founding Member & Former Volunteer**
In response to community need, helped to establish drop-in center for community youth. Assisted with strategic planning, staffing and fundraising.
- Volunteer:** **Melrose Schools** – Former volunteer at a variety of levels, most recently in the community reading program
Meals on Wheels Program – Former delivery team member
Melrose Parent Workshop – Former member – developed and co-chaired parent & community speaker series.
The Food Drive, Melrose – Current volunteer
- Award:** **City of Melrose** – Volunteer of the Year - 2007



Paul Brodeur
Mayor

CITY OF MELROSE

OFFICE OF THE MAYOR

City Hall, 562 Main Street
Melrose, Massachusetts 02176
Telephone - (781) 979-4440
Fax - (781) 662-2182

MEMORANDUM

To: Melrose City Council
From: Mayor Paul Brodeur
Re: Council on Aging Reappointment
Date: January 3, 2023

I respectfully request the Honorable City Council confirm the reappointment of Janet Nevin, 415 East Foster Street, to the City of Melrose Council on Aging Board, for a three-year term, said term to expire on the last day of February 2026.

Ms. Nevin's reappointment comes with full support from the entire Council on Aging Board. With an extensive background in event planning, community outreach, and administrative support, as well as noteworthy volunteerism, it is also my strong recommendation that Janet Nevin's reappointment to the Melrose Council on Aging Board is approved.

Thank you for your consideration.

Minutes Acceptance: Minutes of Jan 17, 2023 7:45 PM (Reading of the Minutes)

§ 56-10. Assistant City Clerk.

- A. The City Clerk shall, on or before the first Monday in February in each year, appoint an Assistant City Clerk, subject to confirmation by the City Council.
- B. The Assistant City Clerk may be removed by the vote of a majority of all the members of the City Council taken by roll call.
- C. In the absence of the City Clerk, the Assistant City Clerk shall perform all the duties of the office and shall perform such other duties as he/she may be called upon to perform by the City Clerk.

State law reference — Authority to appoint assistant city clerk, MGL c. 41, § 18.



Western Surety Company

R I D E R

It is hereby mutually agreed and understood by and between the principal and Western Surety Company, that instead of as originally written:

The Principal's name has been changed.

From:

Kristen Foote

To:

Kristin Foote

No further changes other than above.

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, limits or conditions of the Bond, except as hereinabove set forth.

This Rider becomes effective on the 26th day of April, 2021, at twelve and one minute o'clock a.m., standard time.

Attached to and forming part of Bond No. 65457825
issued by WESTERN SURETY COMPANY of Sioux Falls, South Dakota,
to Kristin Foote

Signed this 26th day of April, 2021.

WESTERN SURETY COMPANY
By Paul T. Bruflat
Paul T. Bruflat, Vice President



Western Surety Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS:

That WESTERN SURETY COMPANY, a corporation organized and existing under the laws of the State of South Dakota, and authorized and licensed to do business in the States of Alabama, Alaska, Arizona, Arkansas, California, Colorado, Connecticut, Delaware, District of Columbia, Florida, Georgia, Hawaii, Idaho, Illinois, Indiana, Iowa, Kansas, Kentucky, Louisiana, Maine, Maryland, Massachusetts, Michigan, Minnesota, Mississippi, Missouri, Montana, Nebraska, Nevada, New Hampshire, New Jersey, New Mexico, New York, North Carolina, North Dakota, Ohio, Oklahoma, Oregon, Pennsylvania, Rhode Island, South Carolina, South Dakota, Tennessee, Texas, Utah, Vermont, Virginia, Washington, West Virginia, Wisconsin, Wyoming, and the United States of America, does hereby make, constitute and appoint

Paul T. Bruflat of Sioux Falls,
State of South Dakota, its regularly elected Vice President,
as Attorney-in-Fact, with full power and authority hereby conferred upon him to sign, execute, acknowledge and deliver for and on its behalf as Surety and as its act and deed, the following bond:

One City Clerk City of Melrose

bond with bond number 65457825

for Kristin Foote

as Principal in the penalty amount not to exceed: \$ 15,000.00.

Western Surety Company further certifies that the following is a true and exact copy of Section 7 of the by-laws of Western Surety Company duly adopted and now in force, to-wit:

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys-in-Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

In Witness Whereof, the said WESTERN SURETY COMPANY has caused these presents to be executed by its
Vice President with the corporate seal affixed this 26th day of April,
2021.

ATTEST

L. Nelson

L. Nelson, Assistant Secretary

WESTERN SURETY COMPANY

By

Paul T. Bruflat

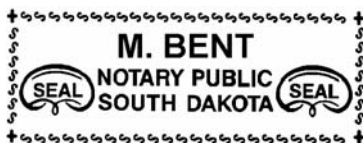
Paul T. Bruflat, Vice President

STATE OF SOUTH DAKOTA }
COUNTY OF MINNEHAHA } ss



On this 26th day of April, 2021, before me, a Notary Public, personally appeared
Paul T. Bruflat and L. Nelson

who, being by me duly sworn, acknowledged that they signed the above Power of Attorney as Vice President
and Assistant Secretary, respectively, of the said WESTERN SURETY COMPANY, and acknowledged said instrument to be the
voluntary act and deed of said Corporation.



My Commission Expires March 2, 2026

M. Bent

Notary Public

To validate bond authenticity, go to www.cnasurety.com > Owner/Obligee Services > Validate Bond Coverage.

From: [Steve Rich](#)
To: [Foote, Kristin](#)
Subject: RE: 2022 City Clerk Bond
Date: Tuesday, March 15, 2022 12:46:49 PM
Attachments:

Hi Kristin,

Your surety bond is good for 3 years – May 1, 2021-2024, and you paid \$255 for the 3 year term.

Please let me know if you need anything else.

Thank you,

Steve



Steven G. Rich
Commercial Lines Account Manager
Gove & Feldman Insurance Agency, Inc.
124 Main Street, Suite 1
Rockport, MA 01966
Ph: 978-546-6982
Fax: 978-546-6680
www.govefeldman.com

§ 56-4. Bond.

The City Clerk shall give a bond annually in such form as the City Solicitor shall approve, with sufficient sureties to the satisfaction of the Committee on Finance and in such sum as such Committee may prescribe, for the faithful performance of his/her duties and for the delivery to his/her successor in office of all books, papers, records and property belonging to such office.

State law reference — Bond to cover collection of license fees, MGL c. 41, § 13A.

Ghobrial, Andrew

From: Golden, Kerriann
Sent: Monday, January 9, 2023 11:47 AM
To: Ghobrial, Andrew
Cc: Dello Russo, Patrick; Phillips, Shannon
Subject: City Council Order 2023-45

Hi Andrew,

FYI – I just amended City Council Order 2023-45 to include the cash balance information for the contract stabilization fund to City Council Order for the Patrol Officer Contract.

The current balance as of 12/31/2022 – is 1,182,014.79.

Thanks
 Kerri

Asst. City Auditor
 City of Melrose
 562 Main Street
 Melrose, MA 02176

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

Minutes Acceptance: Minutes of Jan 17, 2023 7:45 PM (Reading of the Minutes)



CITY OF MELROSE

Office of Treasurer-Collector

Kathryn J Armata
Treasurer-Collector

City Hall, 562 Main Street
Melrose, Massachusetts 02176
Treasurer - (781) 979-4162
Collector - (781) 979-4120
Fax - (781) 665-6877

MEMORANDUM

To: Melrose City Council
Mayor Brodeur

From: Kathryn Armata

Date: December 16, 2022

Re: Loan Order – Infiltration/Inflow Removal projects

ORDERED: That the City appropriates \$1,330,000 to pay costs of designing and constructing sewer system improvements to address inflow and infiltration in the City's sewer system, including the payment of all costs incidental and related thereto; that to meet this appropriation, the Treasurer, with the approval of the Mayor, is authorized to borrow said amount pursuant to Chapter 44, Section 7(1) or Section 8(14) of the General Laws, or pursuant to any other enabling authority, and to issue bonds or notes of the City therefor; that the Treasurer, with the approval of the Mayor, is authorized to borrow all or a portion of such amount from the Massachusetts Water Resources Authority (the "MWRA") through the MWRA's Sewer System I/I Local Financial Assistance Program and, in connection therewith, to enter into a loan agreement and/or financial assistance agreement with the MWRA and otherwise to contract with the MWRA with respect to such loan and for any grants or aid available for the project or for the financing thereof; that the Mayor is authorized to accept and expend any grants or aid available for the project or for the financing thereof, provided that the amount of the authorized borrowing for the project shall be reduced by the amount of any such grants or aid received; and that the Mayor is authorized to take any other action necessary to carry out this project.

Pursuant to Section 56-14 of the City Ordinances, attached is a projection of the principal and interest costs on the bonds proposed to be authorized by the following loan order under consideration by the City Council. The payment schedule attached assumes a 10-year borrowing term on 25% of \$1,330,000, an interest rate assumption of 0% over the life of the borrowing, and a level debt service payment schedule. The debt service on these bonds will be paid from the Sewer Enterprise Fund and will not have an impact on the enterprise fund rates."

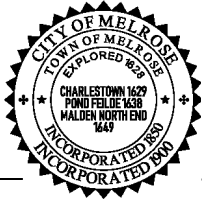
FINANCIAL IMPACT: See attached

Minutes Acceptance: Minutes of Jan 17, 2023 7:45 PM (Reading of the Minutes)

MWRA Sewer System I/I Local Financial Assistance Program
75% grant and 25% 10 year 0% interest loan
\$ 1,330,000.00

Debt Schedule			
	Principal	Interest	
7/15/2024	\$ 33,250.00	0	
7/15/2025	\$ 33,250.00	0	
7/15/2026	\$ 33,250.00	0	
7/15/2027	\$ 33,250.00	0	
7/15/2028	\$ 33,250.00	0	
7/15/2029	\$ 33,250.00	0	
7/15/2030	\$ 33,250.00	0	
7/15/2031	\$ 33,250.00	0	
7/15/2032	\$ 33,250.00	0	
7/15/2033	\$ 33,250.00	0	
	\$ 332,500.00	\$	-

Minutes Acceptance: Minutes of Jan 17, 2023 7:45 PM (Reading of the Minutes)



CITY OF MELROSE

DEPARTMENT OF PUBLIC WORKS

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

Vonnie Reis, P.E.
City Engineer

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

MEMORANDUM

To: Melrose City Council

From: Vonnie Reis, City Engineer

cc: Mayor Paul Brodeur
Elena Proakis Ellis, Director of Public Works
Patrick Dello Russo, City Auditor & CFO
Kathryn Armada, Treasurer Collector
James Troup, Assistant Director of DPW Finance and Administration

Date: December 19, 2022

Re: Request to Authorize MWRA I/I Program Funding – Phase 14

The MWRA Sewer System I/I Local Financial Assistance Program (LFAP) has approved assistance to the City of Melrose in the amount of **\$1,330,000** under Phase 14 of the program. Under this program, the funding is distributed as 75% grant and 25% zero interest loan. The MWRA Sewer System I/I Local Financial Assistance Program assists MWRA communities with the rehabilitation and replacement of existing sewer lines, manholes and services to reduce the inflow and infiltration of ground water and rain water. The program goals are to reduce the inflow and infiltration of water into the City sewer system, therefore reducing the City's sewer discharge assessment rate, mitigating sewer surcharges and overflows during heavy rain events, and minimizing the seepage of sewage into the ground.

Phase 14 funding will be used to continue work on a Sewer System Evaluation Study (SSES) program aimed at reducing inflow and infiltration (I/I) within the Melrose sewer collection system. Under previous MWRA funding phases, the SSES included metering, flow isolation, smoke testing, and CCTV to identify and quantify sources of I/I in the sewer system. Funding under previous phases was also used to rehabilitate pipes using cured-in-place-pipe (CIPP) lining and replacement of leaking manhole covers. Phase 14 funds will be used for a pipeline rehabilitation project that will employ both trenchless CIPP and open cut methods to remove I/I from the system. Phase 14 funds will also be used to conduct building inspections to identify and address private inflow sources with illegal connections to the sewer system.

Water and sewer debts scheduled to be retired in FY24 and FY25 will coincide with the borrowing under this program. Therefore, the impact of the 0% interest loan (\$332,500) to be repaid over 10 years will not have an impact on the water and sewer rates.

A positive vote is required before the DPW can apply for and access the grant funds and interest-free loan from MWRA.

Minutes Acceptance: Minutes of Jan 17, 2023 7:45 PM (Reading of the Minutes)

COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM



6.B.1.a

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:(and d/b/a): MELROSE, City of		COMMONWEALTH DEPARTMENT NAME: Massachusetts Emergency Management Agency (MEMA)	
Legal Address: (W-9, W-4): 562 MAIN STREET MELROSE MA 02176-3142		Business Mailing Address: 400 Worcester Rd, Framingham, MA 01702	
Contract Manager: Allan Alpert	Phone: 617-828-2222	Billing Address (if different): same	
E-Mail: aalpert@cityofmelrose.org		Contract Manager: Barbara Stachelek	Phone: 508-820-1407
Contractor Vendor Code: VC6000192116		E-Mail: EM.Grants@mass.gov	Phone:
Vendor Code Address ID (e.g. "AD001"): (Note: The Address ID must be set up for EFT payments.)		MMARS Doc ID(s): FY23EMPG2200000MELRO	
		RFR/Procurement or Other ID Number: FFY2022EMPG	
X NEW CONTRACT PROCUREMENT OR EXCEPTION TYPE: (Check one option only) Statewide Contract (OSD or an OSD-designated Department) Collective Purchase (Attach OSD approval, scope, budget) X Department Procurement (includes all Grants - 815 CMR 2.00) (Solicitation Notice or RFR, and Response or other procurement supporting documentation) Emergency Contract (Attach justification for emergency, scope, budget) Contract Employee (Attach Employment Status Form, scope, budget) Other Procurement Exception (Attach authorizing language, legislation with specific exemption or earmark, and exception justification, scope and budget)		CONTRACT AMENDMENT Enter Current Contract End Date Prior to Amendment: _____ Enter Amendment Amount: _____ AMENDMENT TYPE: (Check one option only. Attach details of amendment changes.) Amendment to Date, Scope or Budget (Attach updated scope and budget) Interim Contract (Attach justification for Interim Contract and updated scope/budget) Contract Employee (Attach any updates to scope or budget) Other Procurement Exception (Attach authorizing language/justification and updated scope and budget)	
The Standard Contract Form Instructions, Contractor Certifications and the following Commonwealth Terms and Conditions document is incorporated by reference into this Contract and are legally binding: (Check ONE option): X Commonwealth Terms and Conditions Commonwealth Terms and Conditions For Human and Social Services			
COMPENSATION: (Check ONE option): The Department certifies that payments for authorized performance accepted in accordance with the terms of this Contract will be supported in the state accounting system by sufficient appropriations or other non-appropriated funds, subject to intercept for Commonwealth owed debts under 815 CMR 9.00. Rate Contract. (No Maximum Obligation) Attach details of all rates, units, calculations, conditions or terms and any changes if rates or terms are being amended.) X Maximum Obligation Contract. Enter total maximum obligation for total duration of this contract (or new total if Contract is being amended). \$ 6,500.00			
PROMPT PAYMENT DISCOUNTS (PPD): Commonwealth payments are issued through EFT 45 days from invoice receipt. Contractors requesting accelerated payments must identify a PPD as follows: Payment issued within 10 days % PPD; Payment issued within 15 days % PPD; Payment issued within 20 days % PPD; Payment issued within 30 days % PPD. If PPD percentages are left blank, identify reason: agree to standard 45 day cycle statutory/legal or Ready Payments (M.G.L. c. 29, § 23A); X 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: Funding for this grant is provided via a Federal Fiscal Year 2022 Emergency Management Performance Grant (EMPG), CFDA #97.042 and has a required dollar-for-dollar match. Funds may only be used for activities outlined in the subrecipient's approved FFY2022 application and in accordance with attached Federal Terms and Conditions, and MEMA Special Conditions and Reporting Requirements.			
ANTICIPATED START DATE: (Complete ONE option only) The Department and Contractor certify for this Contract, or Contract Amendment, that Contract obligations: X 1. may be incurred as of the Effective Date (latest signature date below) and no obligations have been incurred prior to the Effective Date. 2. may be incurred as of _____, 20____, a date LATER than the Effective Date below and no obligations have been incurred prior to the Effective Date. 3. were incurred as of _____, 20____, a date PRIOR to the Effective Date below, and the parties agree that payments for any obligations incurred prior to the Effective Date are authorized to be made either as settlement payments or as authorized reimbursement payments, and that the details and circumstances of all obligations under this Contract are attached and incorporated into this Contract. Acceptance of payments forever releases the Commonwealth from further claims related to these obligations.			
CONTRACT END DATE: Contract performance shall terminate as of June 30, 2023, with no new obligations being incurred after this date unless the Contract is properly amended, provided that the terms of this Contract and performance expectations and obligations shall survive its termination for the purpose of resolving any claim or dispute, for completing any negotiated terms and warranties, to allow any close out or transition performance, reporting, invoicing or final payments, or during any lapse between amendments.			
CERTIFICATIONS: Notwithstanding verbal or other representations by the parties, the "Effective Date" of this Contract or Amendment shall be the latest date that this Contract or Amendment has been executed by an authorized signatory of the Contractor, the Department, or a later Contract or Amendment Start Date specified above, subject to any required approvals. The Contractor certifies that they have accessed and reviewed all documents incorporated by reference as electronically published and the Contractor makes all certifications required under the Standard Contract Form Instructions and Contractor Certifications under the pains and penalties of perjury, and further agrees to provide any required documentation upon request to support compliance, and agrees that all terms governing performance of this Contract and doing business in Massachusetts are attached or incorporated by reference herein according to the following hierarchy of document precedence, this Standard Contract Form, the Standard Contract Form Instructions, Contractor Certifications, the applicable Commonwealth Terms and Conditions, the Request for Response (RFR) or other solicitation, the Contractor's Response, and additional negotiated terms, provided that additional negotiated terms will take precedence over the relevant terms in the RFR and the Contractor's Response only if made using the process outlined in 801 CMR 21.07 , incorporated herein, provided that any amended RFR or Response terms result in best value, lower costs, or a more cost effective Contract.			
AUTHORIZING SIGNATURE FOR THE CONTRACTOR: X: <u>[Signature]</u> Date: <u>10/10/22</u> (Signature and Date Must Be Handwritten At Time of Signature) Print Name: <u>Paul A. Brodeur</u> Print Title: <u>Mayor</u>		AUTHORIZING SIGNATURE FOR THE COMMONWEALTH: X: <u>[Signature]</u> Date: <u>11/28/22</u> (Signature and Date Must Be Handwritten At Time of Signature) Print Name: <u>David Mahr</u> Print Title: <u>Chief Administrative Officer</u>	

CASL

COMMONWEALTH OF MASSACHUSETTS
CONTRACTOR AUTHORIZED SIGNATORY LISTING

CONTRACTOR LEGAL NAME	City of Melrose
CONTRACTOR VENDOR/CUSTOMER CODE	VC6000192116

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

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

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

AUTHORIZED SIGNATORY NAME	TITLE
Paul A. Brodeur	Mayor

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

Signature		Date	11/10/22
Printed Name	Paul A. Brodeur		
Title	Mayor	Phone	781-979-4442
Email	pbrodeur@cityofmelrose.org	Fax	781-662-2182

Minutes Acceptance: Minutes of Jan 17, 2023 7:45 PM (Reading of the Minutes)

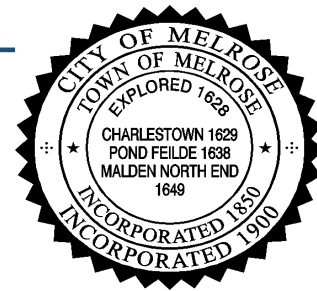


City of Melrose

Emergency Management

562 Main Street
Melrose, MA 02176
781-979-4411

aalpert@cityofmelrose.org



Allan I. Alpert
Director

DATE: December 13, 2022

TO: The Honorable Mayor and City Council
FROM: Director Allan I. Alpert
SUBJECT: Emergency Management Performance Grant Acceptance

I respectfully request the acceptance of the Emergency Management Performance Grant (EMPG) that I applied for to the Massachusetts Emergency Management Agency (MEMA).

Over the past two years, with EMPG and HMEP (Hazardous Material Emergency Preparedness) Grant funding, the EOC/Training Center is once again becoming an Emergency Operations Center (EOC) and a training center with new fire, police and emergency management radios, new computers, monitors, tables, and chairs.

When the communications component is complete, the center can be used for fire and police dispatch training and certification and as a backup for fire and police dispatch operations should they have a power loss or evacuate their building.

During an emergency event, the EOC is a location from which centralized "emergency management" is performed. This includes but not limited to, radio communications with fire, police, our regional and state partners. The use of MEMA's Web EOC for instant communications with them, utilities, National Weather, and the news media.

During non-emergency or planned events, the EOC can be used as a communications hub. Event related communications for fire, police, and other agencies, would be coordinated at the EOC, thus reducing non-emergency, event related communications for FD & PD dispatch centers. The grant will be used to replace three old tables and 5 chairs as well as any other equipment needed to make this center a self-supporting operation. EOC operations are strongly supported by FEMA. During the height of COVID, EOC operations were 100% reimbursable 24 hours a day.

Thank you.

Director Alpert

Emergency Management
It's about TEAMWORK!

Minutes Acceptance: Minutes of Jan 17, 2023 7:45 PM (Reading of the Minutes)



November 30, 2022

The Melrose Council on Aging (Melrose COA) is respectfully requesting financial support in the amount of \$8,000 through the FY23 Field Demonstration Project to perform a needs assessment as the first step of the Melrose COA Board's approved Strategic Plan. Melrose COA's desired end result is to lay the groundwork for successful community-engaged marketing and planning, which will provide guidance to community leaders and forge clear connections to other community priorities. The project will be conducted by the Center for Social & Demographic Research in Aging Gerontology Institute of the University of Massachusetts. The City of Melrose and the FRIENDS of the Milano Center will financially support this project.

The Melrose COA understands that assisting individuals and caregivers with their social determinants of health will promote healthy aging, strengthen community relations, and link disadvantaged elders with services, resources, and benefits. The needs assessment will serve as a marketing tool to spark energy in the community and eventually support our goal of being designated as an Age-and-Dementia Friendly Community. Additionally, the Melrose Council on Aging will intentionally form alliances with key community leaders by reaching out to the faith communities, partner non-profits, social service networks, and businesses. These alliances will afford us the opportunity to authentically earn the interest of all stakeholders inclusive of unauthorized residents, limited/non-native or non-English speaking persons, and diverse cultures.

The Melrose COA is confident that our organization has the strength and capacity to accomplish the goals laid out in this proposal. The Board of Directors of the Melrose COA are 100% committed, passionate, and actively engaged individuals that are currently executing the three-year strategic plan. The Executive Director of the Melrose Council on Aging brings a long history of successful accomplishments; specifically, in this area of marketing, capacity building and underserved outreach. A part time licensed social worker, a social work masters level intern, and the senior center manager will have assignments within this project. Melrose COA has a strong established relationship with Mystic Valley Elder Services and will invite them to participate in this project with a specific intake interview to extract the unmet needs that they have within their agency.

Goals:

1. Assess the needs of the caregiver and older adult community using conscious language and clarified intentions.
 - a. Host stakeholder's sessions
 - b. Incorporate Board driven initiatives into the survey
 - c. Complete a community needs assessment in multiple languages and through a variety of community, cultural, and faith organizations.

Minutes Acceptance: Minutes of Jan 17, 2023 7:45 PM (Reading of the Minutes)

- d. Focus questions to skillfully determine the unmet needs and social determinants of health obstacles.
 - e. Summarize priority needs.
2. Execute new programs based on the determined needs of the survey
Depending on the survey results, examples may be:
 - a. Caregiver supports
 - i. Grandparents raising grandchildren programs
 - ii. Older adults caring for an older adult workshops
 - iii. Respite, or memory café offerings
 - iv. Unique support services at home
 - v. Navigating elder care or connection workshops
 - b. Resources and benefits for ESL individuals
 - i. Person centered model for wellbeing connections
 - ii. Language and citizenship classes
 - iii. Navigating elder care and networking workshops
3. Utilize community stakeholders to begin the Age/Dementia Friendly Certification process – July 2023

Projected Outcomes:

- 92% professional, government, faith and city community relations will participate in the stakeholder sessions
- 88% of participants will report that they gained knowledge of elder care advocacy and insight on resources and benefits available to them.
- 48% older adults will respond to the needs assessment survey
- 29% participation increase at Milano Center programs and activities
- 500% (6x) increase capturing the needs of LGBTQIA2S+ individuals, and diverse populations

The Melrose COA utilizes the “MySeniorCenter” software to maintain a database of individual profiles linked with activities. Tracking the grant activities would be easy as we would link the programs and events to the grant utilizing our software. The Aging Gerontology Institute will provide the COA with a comprehensive summary of survey results.

The Executive Director will be responsible for managing the documentation of best practices. To maintain the appropriate level of attention to the project, the team will use Microsoft Teams to collaborate and know assigned tasks and deadlines. Lessons learned, processes and procedures will be captured at all levels of the project with purposeful reviews in case of necessary adaptations. The project team, along with the already established Melrose COA Board’s Needs Assessment Committee will evaluate the impact of this grant by comparing

the projected outcomes to the current or expected outcomes as depicted in this proposal. The Needs Assessment Committee is also tasked with dictating the types of mediums (examples: website press, podcasts, social media venues, cable television runs, local newspaper announcements, etc.). The committee will also monitor the frequency and quantity of reminders. Affiliate organizations such as Melrose Kind, Melrose Creative Alliance, Melrose Public Schools, and YMCA will stream all our notices through their networks. The committee will work with UMB's Aging Gerontology Institute team to produce progress reports and monitor/analyze data.

The Melrose Council on Aging appreciates your consideration of this proposal for a needs assessment as part of our overall marketing strategy and plan. The timing of this project is crucial as the Council is currently evaluating and resetting all programs and offerings at the Milano Center, looking to support older adults and caregivers in the community, and has an active plan to become an Age/Dementia Friendly community. Our efforts responding to many isolated older adults and overwhelmed caregivers during the recent pandemic enlightened us to incorporate a more focused outreach goal. Additionally, the window of opportunity regarding the available financial support and commitments to this project is now. The Melrose COA is excited to currently be positioned to accomplish this project and is committed to future auxiliary initiatives stemming from this grant.



MCOA Direct Grant Agreement (FY2023)

This Direct Grant Agreement (this "Agreement") is entered into by and between the Massachusetts Association of Council on Aging and Senior Center Directors, Inc. ("MCOA"), and Melrose Council on Aging (the "GRANTEE").

GRANTOR		GRANTEE	
Massachusetts Association of Council on Aging & Senior Center Directors, Inc. 116 Pleasant Street, Suite 306 Easthampton, MA 01027 413-527-6425 Primary Contact : Elizabeth Connell Email: elizabeth@mcoaonline.com		Entity: Melrose Council on Aging Address: 235 West Foster Street, Melrose, MA 02176 Phone: (781) 665-4304 Primary Contact: Stacey Minchello Email: sminchello@cityofmelrose.org	
GRANT PERIOD		December 15, 2022 – June 30, 2023	
Maximum Funds Awarded for Period		\$8000	
Project: Field Demonstration Projects: Development and Implementation of Outreach and Marketing COA			
Funding Source:	FY'23 Grant from Massachusetts Executive Office of Elder Affairs		
Method of Payment	☒ XX] Cost Reimbursement	☐ Advance Payment and periodic cost reimbursement payments. See schedule details in Section III C.	
Approved for MCOA by:		Approved for GRANTEE by AUTHORIZING AGENT:	
Name: Elizabeth Connell		Name:	
Title: Executive Director		Title:	
Signature: See Page 8		Signature:	
		Date:	



WITNESSETH

WHEREAS, it is the mission of MCOA to support the independence of older adults in the Commonwealth of Massachusetts by advocating for programs and services to meet their needs, promote the growth and quality of Councils on Aging and senior centers, and strengthen the professional skills of Council on Aging staff; and

WHEREAS, the GRANTEE wishes to provide certain services, as detailed below, in furtherance of MCOA's mission; and

WHEREAS, in compensation for the GRANTEE's services, the parties desire to enter into an agreement whereby MCOA will distribute certain funds received under its Fiscal Year 2023 Service Incentive Grant from the Massachusetts Executive Office of Elder Affairs to the GRANTEE;

NOW, THEREFORE, in consideration of the mutual promises and representations set forth herein, it is agreed by and between the parties hereto as follows:

I. PURPOSE

The GRANTEE understands and agrees that the purpose of this Agreement is to implement new programs for the benefit of older adults, generally sixty (60) years of age and older, in the Commonwealth of Massachusetts, based upon the program and project descriptions set forth in Exhibit 1 hereto.

In the event that the GRANTEE is unable to perform any of the above-described services, or any of the services described in Exhibit 1, consistent with the letter and spirit of this Agreement, the GRANTEE shall immediately so notify MCOA in writing, and MCOA shall have the right (but not the obligation) to terminate this Agreement for cause.

II. PARTIES' RELATIONSHIP

A. Grantee's Legal Authority

The GRANTEE represents that the GRANTEE is in compliance with all applicable state and federal requirements and standards, and that it possesses the legal authority pursuant to any proper, appropriate and official motion, resolution or action passed or taken, giving the GRANTEE authority to enter into this Agreement, receive the funds authorized by this Agreement, and to perform the services the GRANTEE has obligated itself to perform under this Agreement.

The person or persons signing and executing this Agreement on behalf of the GRANTEE, or representing themselves as persons authorized to sign and execute this Agreement on behalf of the GRANTEE, do hereby represent that they have been fully authorized by the GRANTEE to execute this Agreement on behalf of the GRANTEE and to validly and legally bind the GRANTEE to all terms, conditions, performances and provisions set forth in this Agreement.

MCOA shall terminate this Agreement for cause, effective immediately, if it becomes apparent to MCOA that the GRANTEE, or any person acting or purporting to act on behalf of the GRANTEE, lacks legal authority to enter into this Agreement. In such event, the GRANTEE shall immediately reimburse and repay MCOA for any and all monies received from MCOA under the terms of or in connection with this Agreement.

B. Independent Contractors

Each of the parties is an independent contractor and neither party is, nor shall be considered to be, an agent, distributor or representative of the other. Neither party shall act or represent itself, directly or by implication, as an agent of the other or in any manner assume or create any obligation on behalf of, or in the name of, the other. Neither party has authorization to enter into any contracts, assume any obligations or make any warranties or representations on behalf of the other party. Nothing in this Agreement shall be construed to establish a relationship of co-partner or joint venture between the parties. MCOA shall not be responsible and shall have no obligation to GRANTEE, the employees of GRANTEE or any governing body to withhold Federal, State, or local income tax, or MCOA's employee portion of FICA or other payroll taxes, and other taxes relating from any individual assigned by GRANTEE to provide services under this Agreement; GRANTEE shall indemnify, defend and hold MCOA harmless from all liabilities, costs and expenses, including without limitation reasonable attorneys' fees resulting from all third party claims

brought against MCOA for any FICA, FUTA, or SUI contributions and any other payroll taxes or any claims of any nature, by GRANTEE or other resources providing the Services under this Agreement.

C. Lobbying Prohibited

The person signing this Agreement on behalf of the GRANTEE certifies, to the best of his or her knowledge and belief, that:

1. The GRANTEE will not attempt to influence any member of the Congress, or any State or local legislator, to favor or oppose any legislation or appropriation with respect to this Agreement.
2. Grant funds shall not be used for publicity or propaganda purposes, for the preparation, distribution, or use of any kit, pamphlet, booklet, publication, radio, television, or film presentation designed to support or defeat legislation pending before the Congress, or any State or local legislature.
3. Grant funds shall not be used to pay the salary or expenses of any grant or contract recipient, or agent acting for such recipient, related to any activity designed to influence legislation or appropriation pending before the Congress, or any State or local legislature.

D. Subcontracting Restrictions

The GRANTEE shall not subcontract or delegate any work under this Agreement to any third party except with MCOA's prior written consent, which must include MCOA's written approval of any sub-contracting agreement. The GRANTEE shall be solely responsible for the performance of any subcontractor, subsidiary or affiliate, and shall be liable for and indemnify, defend and hold MCOA harmless for any wrongdoing by any such subsidiary, affiliate or subcontractor, including without limitation the misuse or misappropriation of any funds.

E. Publicity

1. Either party may freely use in advertising, publicity, web sites, press releases, or otherwise, the name of the other party, or refer to the existence of this Agreement and the project(s) funded herein.
2. Any materials produced with grant funding should contain an acknowledgement to the effect that "This [service or product] has been produced in [part] [full] from a grant awarded to the

Massachusetts Association of Councils on Aging by the Massachusetts Executive Office of Elder Affairs. Any opinions expressed herein are solely those of [GRANTEE]."

3. Use of MCOA's logo is encouraged.

III. ADMINISTRATIVE PROVISIONS

A. Term of Agreement

The term of this Agreement shall be the Grant Period specified in the table at page 1 above.

B. Grantee's Reporting Requirements

1. The GRANTEE shall respond promptly to the MCOA's emails and communications, and web-based surveys aimed at gathering information, such as case studies and best practices, which will be helpful to the other organizations in their outreach and enrollment efforts. The GRANTEE shall share samples of materials and tools that are developed under this project.
2. The GRANTEE shall provide a final report by Friday, July 28, 2023, containing supporting documentation of work activities conducted through the grant, including number of events/activities/services conducted, number of individuals served, what your organization learned and with what entities you plan to share that knowledge with as well as how you plan to utilize that knowledge to advance your organization's field demonstration project efforts. This report shall also contain the best practices identified through this project, as well as the grantee's evaluation of the projects impacts and outcomes.
3. The GRANTEE shall submit a project-end itemized expense sheet.
4. The Grantee shall incur all project costs before Friday, June 30, 2023

C. Total Funds Awarded

The GRANTEE shall be compensated in accordance with the payment schedule shown on Page 1 and at Section III. D. below. Payments will be distributed by check only after the parties' execution of this Agreement, and in satisfaction of complete and valid invoices submitted by the GRANTEE to MCOA. It is expressly understood that in no event shall the total distribution of funds to the GRANTEE under the terms of this Agreement exceed the amount set forth in the table on Page 1.

D. Payment Schedule

Disbursements to the GRANTEE shall be in the form of reimbursement for the GRANTEE's actual expenditures during the period, following MCOA's receipt and approval of an invoice for the period. To be considered complete and valid, the invoice is to have backup receipts or documentation of incurred expenses.

If the GRANTEE needs to amend the project budget for any reason, the GRANTEE must confer with and gain authorization from MCOA. Any final invoice shall also contain an explanation of any variance in spending of ten percent (10%) or greater.

The GRANTEE shall be solely responsible for ensuring the accuracy of all invoices and any supporting documentation submitted to MCOA. MCOA shall terminate this Agreement for cause, effective immediately, if it becomes apparent to MCOA that the GRANTEE has, knowingly or otherwise, submitted falsified invoices other documentation.

MCOA may, with the consent of the GRANTEE, adjust or correct any invoice. A copy of any adjusted or corrected invoice shall be promptly sent to the GRANTEE.

Contingent upon MCOA's receipt of grant funding from the Executive Office of Elder Affairs, all complete and valid invoices shall, to the extent possible, be satisfied by MCOA within thirty (30) days of receipt. MCOA shall promptly notify the GRANTEE of any expected delay of payment beyond the specified period.

The GRANTEE shall use MCOA's Direct Grant Invoice Form which is a separate document with your approved budget.

E. Termination**1. Termination for Cause**

In the event that either party fails to substantially perform under the terms of this Agreement, the other party shall be entitled to terminate this Agreement for cause in accordance with Section 3 ("Notice of Termination") below.

If the GRANTEE fails to provide any of the services contemplated herein, or fails to make sufficient progress, so as to endanger performance, MCOA shall notify the GRANTEE of such unsatisfactory performance in writing. The GRANTEE shall have ten (10) business days in which to respond with a written plan, acceptable to MCOA, for promptly addressing the

deficiencies. The GRANTEE's failure to respond satisfactorily within the appointed time shall entitle (but not obligate) MCOA to terminate this Agreement for cause.

2. Termination for Convenience

Either party shall be entitled to terminate this Agreement without cause on thirty (30) days written notice. In the event of such termination, and subject to Section III.B ("Total Funds Awarded") above, the GRANTEE shall be entitled to equitable compensation for any allowable services actually and satisfactorily performed under this Agreement through the effective date of termination, and such compensation shall constitute the extent and entirety of the GRANTEE's recourse against MCOA in connection with this Agreement.

3. Notice of Termination

Termination shall be effectuated by one party's delivery to the other party of a Notice of Termination, specifying whether the termination is for cause or for convenience. In the event of termination for cause, the Notice of Termination shall also include a brief description of reason(s) for termination. Except as otherwise provided in this Agreement, the effective date of termination shall be ten (10) days from a party's receipt of a Notice of Termination for cause, and thirty (30) days from a party's receipt of a Notice of Termination for Convenience. Notice of Termination shall be delivered by hand or certified mail to the party's address first set forth above.

IV. MISCELLANEOUS

A. Severability

The provisions of this Agreement are severable and if for any reason a clause, sentence, paragraph or other part of this Agreement shall be determined to be invalid by a court, federal agency, board or commission having jurisdiction over the subject matter thereof, such invalidity shall not affect those provisions of this Agreement which can be given effect without the invalid provision.

B. Successors and Assigns

The GRANTEE shall not assign, transfer or delegate any of the rights or obligations under this Agreement without the prior written consent of MCOA. This Agreement and all of its provisions

shall inure to the benefit of and become binding upon the parties and the successors and permitted assigns of the respective parties.

C. Survival

Any provision of this Agreement which by its nature must survive termination or expiration in order to achieve the fundamental purposes of this Agreement shall survive any termination or expiration of this Agreement.

D. Governing Law

This Agreement shall be governed by, and construed in accordance with, the laws of the Commonwealth of Massachusetts. Any action brought under or in relation to this Agreement shall be brought in a court having subject matter jurisdiction and located in Hampshire County, Massachusetts.

E. Entire Agreement

This Agreement, together with the Exhibits hereto, constitutes the parties' entire agreement concerning the work and services to be performed hereunder.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed on the day and year first above written.

**MASSACHUSETTS ASSOCIATION OF
COUNCIL ON AGING and SENIOR
CENTER DIRECTORS, INC.**

GRANTEE: Melrose Council on Aging

By: _____
Name: Elizabeth H. Connell
Title: Executive Director
Date: _____

By: _____
Authorizing Agent Name:
Title: _____
Date: _____

By: _____
Primary Contact (Implementation Manager)
Name:
Title: _____
Date: _____

EXHIBIT #1
MCOA DIRECT GRANT PROGRAMS – FY2023

The Melrose Council on Aging (Melrose COA) is respectfully requesting financial support in the amount of \$8,000 through the FY23 Field Demonstration Project to perform a needs assessment as the first step of the Melrose COA Board's approved Strategic Plan. Melrose COA's desired end result is to lay the groundwork for successful community-engaged marketing and planning, which will provide guidance to community leaders and forge clear connections to other community priorities. The project will be conducted by the Center for Social & Demographic Research in Aging Gerontology Institute of the University of Massachusetts. The City of Melrose and the FRIENDS of the Milano Center will financially support this project.

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FY23 Field Demonstration Project Budget
Melrose Council on Aging

November 30, 2022

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Category	Amount	In Kind	Details
Revenue			
MA COA Award - FY23 Field Demonstration Project	\$8,000		
City of Melrose support	\$27,341		\$8k funds + inkind salaries, supplies
Friends of Milano support	\$8,000		
Melrose Formula Grant support	\$11,000		
Total Revenue	\$54,341		
Expenses			
UMB Aging Gerontology Institute Contract	\$35,000		survey, summary, supplies, materials
Paid Salaries		\$15,664	COA project staff - 14%
Non-Paid Salaries		\$3,289	intern and board hours
Supplies		\$388	materials for stakeholder meetings
Total Expenses	\$54,341		

COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM



6.B.3.a

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

CONTRACTOR LEGAL NAME: City of Melrose (and d/b/a):		COMMONWEALTH DEPARTMENT NAME: Department of Fire Services MMARS Department Code: DFS	
Legal Address: (W-9, W-4): 552 Main Street, Melrose, MA 02176		Business Mailing Address: P.O. Box 1025, 1 State Road, Stow, MA 01775	
Contract Manager: Chief Edward J. Collina	Phone: 781-979-4404	Billing Address (if different):	
E-Mail: ecollina@cityofmelrose.org	Fax: 781-662-2304	Contract Manager: David Clemons	Phone: 978-567-3179
Contractor Vendor Code: VC6000192116		E-Mail: David.Clemons@mass.gov	Fax: 978-567-3121
Vendor Code Address ID (e.g. "AD001"): AD001. (Note: The Address ID must be set up for EFT payments.)		MMARS Doc ID(s): CT-DFS-1000-	
		RFR/Procurement or Other ID Number: Legislative Exemption	
☒ NEW CONTRACT PROCUREMENT OR EXCEPTION TYPE: (Check one option only) ☐ Statewide Contract (OSD or an OSD-designated Department) ☐ Collective Purchase (Attach OSD approval, scope, budget) ☐ Department Procurement (includes all Grants - <u>815 CMR 2.00</u>) (Solicitation Notice or RFR, and Response or other procurement supporting documentation) ☐ Emergency Contract (Attach justification for emergency, scope, budget) ☐ Contract Employee (Attach <u>Employment Status Form</u> , 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 <u>new</u> total if Contract is being amended). \$ <u>60,000.00</u> .			
PROMPT PAYMENT DISCOUNTS (PPD): Commonwealth payments are issued through EFT 45 days from invoice receipt. Contractors requesting accelerated payments must identify a PPD as follows: Payment issued within 10 days ____% PPD; Payment issued within 15 days ____% PPD; Payment issued within 20 days ____% PPD; Payment issued within 30 days ____% PPD. If PPD percentages are left blank, identify reason: ☒ agree to standard 45 day cycle ☐ statutory/legal or Ready Payments (<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.) This grant is for SCBA safety and equipment improvements for the Melrose Fire Department, as specified in line item 8324-0050 of the FY2023 General Appropriations Act (Chapter 126 of the Acts of 2022). Funds are to be used in accordance with the Earmark Statement of Work only.			
ANTICIPATED START DATE: (Complete ONE option only) The Department and Contractor certify for this Contract, or Contract Amendment, that Contract obligations: ☒ 1. may be incurred as of the Effective Date (latest signature date below) and no obligations have been incurred prior to the Effective Date. ☐ 2. may be incurred as of _____, 20____, a date LATER than the Effective Date below and no obligations have been incurred prior to the Effective Date. ☐ 3. were incurred as of _____, 20____, a date PRIOR to the Effective Date below, and the parties agree that payments for any obligations incurred prior to the Effective Date are authorized to be made either as settlement payments or as authorized reimbursement payments, and that the details and circumstances of all obligations under this Contract are attached and incorporated into this Contract. Acceptance of payments forever releases the Commonwealth from further claims related to these obligations.			
CONTRACT END DATE: Contract performance shall terminate as of June 30, 2023 , with no new obligations being incurred after this date unless the Contract is properly amended, provided that the terms of this Contract and performance expectations and obligations shall survive its termination for the purpose of resolving any claim or dispute, for completing any negotiated terms and warranties, to allow any close out or transition performance, reporting, invoicing or final payments, or during any lapse between amendments.			
CERTIFICATIONS: Notwithstanding verbal or other representations by the parties, the " Effective Date " of this Contract or Amendment shall be the latest date that this Contract or Amendment has been executed by an authorized signatory of the Contractor, the Department, or a later Contract or Amendment Start Date specified above, subject to any required approvals. The Contractor certifies that they have accessed and reviewed all documents incorporated by reference as electronically published and the Contractor makes all certifications required under the Standard Contract Form Instructions and Contractor Certifications under the pains and penalties of perjury, and further agrees to provide any required documentation upon request to support compliance, and agrees that all terms governing performance of this Contract and doing business in Massachusetts are attached or incorporated by reference herein according to the following hierarchy of document precedence, the applicable Commonwealth Terms and Conditions, this Standard Contract Form, the Standard Contract Form Instructions and Contractor Certifications, the Request for Response (RFR) or other solicitation, the Contractor's Response (excluding any language stricken by a Department as unacceptable, and additional negotiated terms, provided that additional negotiated terms will take precedence over the relevant terms in the RFR and the Contractor's Response only if made using the process outlined in <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>Edward J. Collina</u> Date: <u>9/30/22</u> (Signature and Date Must Be Handwritten At Time of Signature) Print Name: <u>Edward J. Collina</u> Print Title: <u>Chief of Dept. Fire</u>		AUTHORIZING SIGNATURE FOR THE COMMONWEALTH: X: _____ Date: _____ (Signature and Date Must Be Handwritten At Time of Signature) Print Name: _____ Print Title: _____	

Issued May
2004

COMMONWEALTH OF MASSACHUSETTS

CONTRACTOR AUTHORIZED SIGNATORY LISTING

CONTRACTOR LEGAL NAME: CITY OF MELROSE
 CONTRACTOR VENDOR/CUSTOMER CODE: VL0000192116

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

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

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

AUTHORIZED SIGNATORY NAME	TITLE
Paul Brodeur	City Mayor
Edward Colina	Chief of Dept. - Fire
Stephanie Ciampi	Assistant Treasurer

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

[Signature]
 Signature

Date: 10/4/2022

Title: City Mayor

Telephone: 781-979-4442

Fax: 781-662-2162

Email: pbrodeur@cityofmelrose.org

[Listing can not be accepted without all of this information completed.]

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

Minutes Acceptance: Minutes of Jan 17, 2023 7:45 PM (Reading of the Minutes)

Department of Fire Services and the City of Melrose Grant Agreement Scope of Work and Budget

Authorization: The authorization for this grant to the **City of Melrose** is the purchase of SCBA equipment for the Melrose Fire Department, per the legislative mandate as specified in line item 8324-0050 of the FY2023 General Appropriations Act (chapter 126 of the Acts of 2022), which reads “...provided further, that not less than \$60,000 shall be expended for the city of Melrose for a fire breathing apparatus, SCBA, for the purposes of safety and equipment improvements within the Melrose fire department;”.

Grant Project Description: The Melrose Fire Department will use the \$60,000 to purchase new Self-Contained Breathing Apparatus (SCBA) equipment (air packs, cylinders, and face pieces). The Department’s current SCBA equipment is aged-out and no longer covered by warranty. In order to stay NFPA compliant, it is imperative that our Department replaces the current aged-out equipment.

Grant Manager: The MA Department of Fire Services and the **City of Melrose** will each assign a grant manager with respect to this Scope of Work. It is anticipated that the grant manager will not change during the period the Scope of Work is in force. In the event that a change is necessary, the party requesting the change will provide prompt written notice to the other. In the event a change occurs because of a non-emergency, two-week written notice is required. For a change resulting from an emergency, prompt notice is required.

The MA Department of Fire Services grant manager will work closely with the **City of Melrose** to ensure successful completion of the grant, will consult with the **City of Melrose** to develop the Scope of Work, will coordinate input as needed, and will review and approve deliverables, progress reports and authorize acceptance and compensation of deliverables.

The **City of Melrose** grant manager will serve as the interface between the MA Department of Fire Services and all **City of Melrose** personnel participating in this engagement, will develop and maintain the Scope of Work and Budget in consultation with the MA of Fire Services grant manager, will facilitate regular communication with the MA Department of Fire Services grant manager including status reports/updates and review of performance against the Scope of Work, and will work closely with the MA Department of Fire Services to ensure successful completion of the grant.

The **City of Melrose** grant manager is Edward J. Collina who can be reached at 576 Main Street, Melrose, MA 02176, Tel #: 781-979-4404, E-mail: ecollina@cityofmelrose.org. MA Department of Fire Services grant manager is David Clemons, Director of Operations, 1 State Road, Stow, MA 01775, tel 978-567-3179, email: David.Clemons@mass.gov.

Budget: The funds may not be used to serve as a match for a federal grant without prior written authorization from the MA Department of Fire Service Chief Financial Officer. All applicable local and state procurement requirements must be adhered to in the use of the grant funds

Budget Category	Budget Amount	Describe how the planned expenditures relate to the legislative authorization
Salaries and wages of employees performing grant related work		
Equipment related to the purpose of the grant	\$60,000.00	NFPA compliant SCBA equipment will be purchased to replace aged-out equipment
Ordinary maintenance or other expenditures related to the purpose of the grant		

Reimbursement Request Process: The MA Department of Fire Services agrees to disburse funds on a cost reimbursement basis. All costs requested for reimbursement must be listed on the DFS Grant/Earmark reimbursement form. Appropriate supporting documentation for all non-salary costs must also be attached, including:

1. copy of invoice
2. proof of payment – cancelled check or similar other proof of payment documentation such as a copy of the City/Town warrant or invoice that is marked paid and signed as paid by the City/Town fiscal officer.

Appropriate supporting documentation for salary costs must also be attached, including:

1. Payroll documentation including
 - a. Individual employee's name;
 - b. description of the services/work performed by the employee;
 - c. the relationship of the employee's work performed to the grant;
 - d. the wages paid; and
 - e. dates of performance
2. Signature by the city/town fiscal officer certifying that the payroll costs were directly related to the purposes of the grant and eligible for grant reimbursement.

Such documentation is usually on timesheets, rosters, time and effort reports, payroll warrants, or other official records from the community/entity.

Frequency of Reimbursements: Reimbursement requests may be submitted on a quarterly or annual basis. The final reimbursement request must be submitted no later than July 21, 2023. DFS will only reimburse for costs incurred through the grant performance period, June 30, 2023.

Grant Monitoring: The Department of Fire Services may conduct grant monitoring through either a desk-based review or on-site monitoring visits, or both, in order to obtain additional information or verify information related to grant spending, grant-funded activity, or grant award outcomes. Advance notice will be given prior to a site visit. Findings of non-compliance with any portion of the DFS Grant Agreement Scope of Work and Budget may result in a demand for funds to be returned to DFS. Site visits or desk-based reviews will be conducted within one (1) calendar year of the end of the contracted performance period.

Changes in Scope of Work or Budget: The grant project description and budget are fixed and any change would be a "material" change in the contract. "Material" changes to the project description (adding, deleting or altering items) or budget lines (deletions, additions or changes to items) will require both parties to execute a *Standard Contract Amendment Form*. Contract amendments may not be done retroactively and must be done prior to the grant end date.

Approved by:

Edward J. Collina

City of Melrose

Edward Collina - Chief
Print Name and Title of Dept.

9/30/2022

Date

Approved by:

Department of Fire Services

Print Name and Title

Date

Minutes Acceptance: Minutes of Jan 17, 2023 7:45 PM (Reading of the Minutes)



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 changes made on or by attachment (in the form of addendum, engagement letters, contract forms or invoice terms) to the terms in this published form or to the Standard Contract Form Instructions and Contractor Certifications, the Commonwealth Terms and Conditions for Human and Social Services or the Commonwealth IT Terms and Conditions which incorporated by reference herein. Additional non-conflicting terms may be added by Attachment. Contractors are required to access published forms at CTR Form <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):		COMMONWEALTH DEPARTMENT NAME: Department of Fire Services MMARS Department Code: DFS	
Legal Address: (W-9, W-4): 552 Main Street, Melrose, MA 02176		Business Mailing Address: P.O. Box 1025, 1 State Road, Stow, MA 01775	
Contract Manager: Chief Edward J. Collina	Phone: 781-979-4404	Billing Address (if different):	
E-Mail: ecollina@cityofmelrose.org	Fax: 781-662-2304	Contract Manager: David Clemons	Phone: 978-567-3179
Contractor Vendor Code: VC6000192116		E-Mail: David.Clemons@mass.gov	Fax: 978-567-3121
Vendor Code Address ID (e.g. "AD001"): AD001. (Note: The Address ID must be set up for EFT payments.)		MMARS Doc ID(s): CT-DFS-1000-	
		RFR/Procurement or Other ID Number: Legislative Exemption	
<u>X</u> NEW CONTRACT PROCUREMENT OR EXCEPTION TYPE: (Check one option only) ☐ Statewide Contract (OSD or an OSD-designated Department) ☐ Collective Purchase (Attach OSD approval, scope, budget) ☐ Department Procurement (includes all Grants - 815 CMR 2.00) (Solicitation Notice or RFR, and Response or other procurement supporting documentation) ☐ Emergency Contract (Attach justification for emergency, scope, budget) ☐ Contract Employee (Attach <u>Employment Status Form</u> , scope, budget) ☒ Other Procurement Exception (Attach authorizing language, legislation with specific exemption or earmark, and exception justification, scope and budget)		<u> </u> CONTRACT AMENDMENT Enter Current Contract End Date <u>Prior</u> to Amendment: <u> </u> , 20 <u> </u> . Enter Amendment Amount: \$ <u> </u> . (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): <u>X</u> Commonwealth Terms and Conditions <u> </u> Commonwealth Terms and Conditions For Human and Social Services			
COMPENSATION: (Check ONE option): The Department certifies that payments for authorized performance accepted in accordance with the terms of this Contract will be supported in the state accounting system by sufficient appropriations or other non-appropriated funds, subject to intercept for Commonwealth owed debts under 815 CMR 9.00. ☐ Rate Contract. (No Maximum Obligation) Attach details of all rates, units, calculations, conditions or terms and any changes if rates or terms are being amended.) ☒ Maximum Obligation Contract. Enter total maximum obligation for total duration of this contract (or <u>new</u> total if Contract is being amended). \$ <u>60,000.00</u> .			
PROMPT PAYMENT DISCOUNTS (PPD): Commonwealth payments are issued through EFT 45 days from invoice receipt. Contractors requesting accelerated payments must identify a PPD as follows: Payment issued within 10 days <u> </u> % PPD; Payment issued within 15 days <u> </u> % PPD; Payment issued within 20 days <u> </u> % PPD; Payment issued within 30 days <u> </u> % PPD. If PPD percentages are left blank, identify reason: <u>X</u> agree to standard 45 day cycle <u> </u> statutory/legal or Ready Payments (M.G.L. c. 29, § 23A); <u> </u> only initial payment (subsequent payments scheduled to support standard EFT 45 day payment cycle. See Prompt Pay Discounts Policy.)			
BRIEF DESCRIPTION OF CONTRACT PERFORMANCE OR REASON FOR AMENDMENT: (Enter the Contract title, purpose, fiscal year(s) and a detailed description of the scope performance or what is being amended for a Contract Amendment. Attach all supporting documentation and justifications.) This grant is for SCBA safety and equipment improvements for the Melrose Fire Department, as specified in line item 8324-0050 of the FY2023 General Appropriations Act (Chapter 126 of the Acts of 2022). Funds are to be used in accordance with the Earmark Statement of Work only.			
ANTICIPATED START DATE: (Complete ONE option only) The Department and Contractor certify for this Contract, or Contract Amendment, that Contract obligations: <u>X</u> 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. <u> </u> 2. may be incurred as of <u> </u> , 20 <u> </u> , 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. <u> </u> 3. were incurred as of <u> </u> , 20 <u> </u> , 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 June 30, 2023, with no new obligations being incurred after this date unless the Contract is properly amended provided that the terms of this Contract and performance expectations and obligations shall survive its termination for the purpose of resolving any claim or dispute, for completing a 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 Amendment has been executed by an authorized signatory of the Contractor, the Department, or a later Contract or Amendment Start Date specified above, subject to any required approvals. The Contractor certifies that they have accessed and reviewed all documents incorporated by reference as electronically published and the Contractor makes all certifications required under the Standard Contract Form Instructions and Contractor Certifications under the pains and penalties of perjury, and further agrees to provide any required documentation upon request to support compliance, and agrees that all terms governing performance of this Contract and doing business in Massachusetts are attached or incorporated by reference herein according to the following hierarchy of document precedence, the applicable Commonwealth Terms and Conditions, this Standard Contract Form, the Standard Contract Form Instructions and Contractor Certifications, the Request for Response (RFR) or other solicitation, the Contractor's Response (excluding any language stricken by a Department unacceptable, and additional negotiated terms, provided that additional negotiated terms will take precedence over the relevant terms in the RFR and the Contractor's Response only made using the process outlined in 801 CMR 21.07, incorporated herein, provided that any amended RFR or Response terms result in best value, lower costs, or a more cost effective Contract.			
AUTHORIZING SIGNATURE FOR THE CONTRACTOR: X: <u>Edward J. Collina</u> Date: <u>9/30/22</u> (Signature and Date Must Be Handwritten At Time of Signature) Print Name: <u>Edward J. Collina</u> Print Title: <u>Chief of Dept. Fire</u>		AUTHORIZING SIGNATURE FOR THE COMMONWEALTH: X: <u>David Clemons</u> Date: <u>10/12/22</u> (Signature and Date Must Be Handwritten At Time of Signature) Print Name: <u>David Clemons</u> Print Title: <u>Director of Operations</u>	

Issued May
2004

COMMONWEALTH OF MASSACHUSETTS

CONTRACTOR AUTHORIZED SIGNATORY LISTING

CONTRACTOR LEGAL NAME: City of Melrose
 CONTRACTOR VENDOR/CUSTOMER CODE: VE0000192116

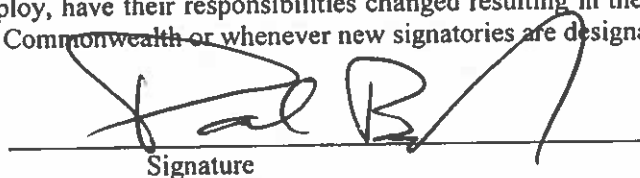
INSTRUCTIONS: Any Contractor (other than a sole-proprietor or an individual contractor) must provide a listing of individuals who are authorized as legal representatives of the Contractor who can sign contracts and other legally binding documents related to the contract on the Contractor's behalf. In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

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

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

AUTHORIZED SIGNATORY NAME	TITLE
Paul Brodeur	City Mayor
Edward Colina	Chief of Dept. - Fire
Stephanie Ciampi	Assistant Treasurer

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


 Signature

Date: 10/4/2022

Title: City Mayor

Telephone: 781-979-4442

Fax: 781-662-2162

Email: pbrodeur@cityofmelrose.org

[Listing can not be accepted without all of this information completed.]

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

Minutes Acceptance: Minutes of Jan 17, 2023 7:45 PM (Reading of the Minutes)

Form **W-9**(Massachusetts Substitute W-9 Form) Rev.
March 2020**Request for Taxpayer
Identification Number and
Certification**Completed form should be given to
the requesting department or the
department you are currently doing
business with.

Company/Taxpayer Name (as shown on your income tax return). Name is required on this line, do not leave this line blank.

City of Melrose

DBA Name if different from above:

Check the appropriate box: ☐ Individual/Sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation
☐ Partnership ☐ Trust/ Estate ☒ Other **Municipality**

Legal Address: number, street, and apt. or suite no.

562 Main Street

City:

Melrose

State:

MA

Zip code:

02176Remittance Address: if different from legal address number,
street, apt. or suite no.

City:

State:

Zip code:

Phone:

781-979-4404

Fax:

781-662-2304

Email address:

firestation@cityofmelrose.org**Part I Taxpayer Identification Number (TIN)** Enter your TIN in the appropriate box. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instruction on page 2. For other entities, it is your employer identification number (EIN). If you do not have a number, see How to get a TIN on page 2. Note: If the account is in more than one name, see the chart on page 2 for guidelines on whose number to enter.Company/Taxpayer Tax Identification
Number (9 digits EIN or SSN) Vendors:
Dunn and Bradstreet Universal Numbering
System (DUNS) All vendors that receive federal
grant funds must submit their DUNS number. Please
confirm with the state agency if this is required.

EIN:

04-6001401

SSN:

DUNS:

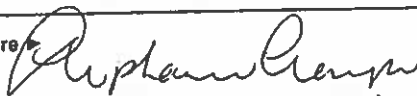
Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Services (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am an U.S. person (including an U.S. resident alien).
4. I am currently a Commonwealth of Massachusetts's state employee: (check one): No ☐ Yes ☐ If yes, in compliance with the State Ethics Commission requirements. Certification instructions: You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply.

Sign
Here

Authorized Signature



Printed Name

Stephanie Ciampi

Date

9/30/22

Minutes Acceptance: Minutes of Jan 17, 2023 7:45 PM (Reading of the Minutes)

Department of Fire Services and the City of Melrose Grant Agreement Scope of Work and Budget

Authorization: The authorization for this grant to the **City of Melrose** is the purchase of SCBA equipment for the Melrose Fire Department, per the legislative mandate as specified in line item 8324-0050 of the FY2023 General Appropriations Act (chapter 126 of the Acts of 2022), which reads “...provided further, that not less than \$60,000 shall be expended for the city of Melrose for a fire breathing apparatus, SCBA, for the purposes of safety and equipment improvements within the Melrose fire department;”.

Grant Project Description: The Melrose Fire Department will use the \$60,000 to purchase new Self-Contained Breathing Apparatus (SCBA) equipment (air packs, cylinders, and face pieces). The Department’s current SCBA equipment is aged-out and no longer covered by warranty. In order to stay NFPA compliant, it is imperative that our Department replaces the current aged-out equipment.

Grant Manager: The MA Department of Fire Services and the **City of Melrose** will each assign a grant manager with respect to this Scope of Work. It is anticipated that the grant manager will not change during the period the Scope of Work is in force. In the event that a change is necessary, the party requesting the change will provide prompt written notice to the other. In the event a change occurs because of a non-emergency, two-week written notice is required. For a change resulting from an emergency, prompt notice is required.

The MA Department of Fire Services grant manager will work closely with the **City of Melrose** to ensure successful completion of the grant, will consult with the **City of Melrose** to develop the Scope of Work, will coordinate input as needed, and will review and approve deliverables, progress reports and authorize acceptance and compensation of deliverables.

The **City of Melrose** grant manager will serve as the interface between the MA Department of Fire Services and all **City of Melrose** personnel participating in this engagement, will develop and maintain the Scope of Work and Budget in consultation with the MA of Fire Services grant manager, will facilitate regular communication with the MA Department of Fire Services grant manager including status reports/updates and review of performance against the Scope of Work, and will work closely with the MA Department of Fire Services to ensure successful completion of the grant.

The **City of Melrose** grant manager is Edward J. Collina who can be reached at 576 Main Street, Melrose, MA 02176, Tel #: 781-979-4404, E-mail: ecollina@cityofmelrose.org. MA Department of Fire Services grant manager is David Clemons, Director of Operations, 1 State Road, Stow, MA 01775, tel 978-567-3179, email: David.Clemons@mass.gov.

Budget: The funds may not be used to serve as a match for a federal grant without prior written authorization from the MA Department of Fire Service Chief Financial Officer. All applicable local and state procurement requirements must be adhered to in the use of the grant funds

Budget Category	Budget Amount	Describe how the planned expenditures relate to legislative authorization
Salaries and wages of employees performing grant related work		
Equipment related to the purpose of the grant	\$60,000.00	NFPA compliant SCBA equipment will be purchased replace aged-out equipment
Ordinary maintenance or other expenditures related to the purpose of the grant		

Reimbursement Request Process: The MA Department of Fire Services agrees to disburse funds on a cost reimbursement basis. All costs requested for reimbursement must be listed on the DFS Grant/Earmark reimbursement form. Appropriate supporting documentation for all non-salary costs must also be attached, including:

1. copy of invoice
2. proof of payment – cancelled check or similar other proof of payment documentation such as a copy of the City/Town warrant or invoice that is marked paid and signed as paid by the City/Town fiscal officer.

Appropriate supporting documentation for salary costs must also be attached, including:

1. Payroll documentation including
 - a. Individual employee's name;
 - b. description of the services/work performed by the employee;
 - c. the relationship of the employee's work performed to the grant;
 - d. the wages paid; and
 - e. dates of performance
2. Signature by the city/town fiscal officer certifying that the payroll costs were directly related to the purposes of the grant and eligible for grant reimbursement.

Such documentation is usually on timesheets, rosters, time and effort reports, payroll warrants, or other official records from the community/entity.

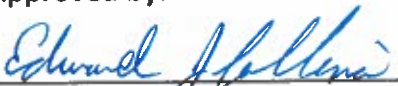
Frequency of Reimbursements: Reimbursement requests may be submitted on a quarterly or annual basis. The final reimbursement request must be submitted no later than July 21, 2023. DFS will only reimburse for costs incurred through the grant performance period, June 30, 2023.

Minutes Acceptance: Minutes of Jan 17, 2023 7:45 PM (Reading of the Minutes)

Grant Monitoring: The Department of Fire Services may conduct grant monitoring through either a desk-based review or on-site monitoring visits, or both, in order to obtain additional information or verify information related to grant spending, grant-funded activity, or grant award outcomes. Advance notice will be given prior to a site visit. Findings of non-compliance with any portion of the DFS Grant Agreement Scope of Work and Budget may result in a demand for funds to be returned to DFS. Site visits or desk-based reviews will be conducted within one (1) calendar year of the end of the contracted performance period.

Changes in Scope of Work or Budget: The grant project description and budget are fixed and any change would be a "material" change in the contract. "Material" changes to the project description (adding, deleting or altering items) or budget lines (deletions, additions or changes to items) will require both parties to execute a *Standard Contract Amendment Form*. Contract amendments may not be done retroactively and must be done prior to the grant end date.

Approved by:


City of Melrose

Edward collina - Chief
Print Name and Title of Dept.

9/30/2022
Date

Approved by:


Department of Fire Services

David Charles, Director of Operations
Print Name and Title

10/12/22
Date

Minutes Acceptance: Minutes of Jan 17, 2023 7:45 PM (Reading of the Minutes)



FIRE DEPARTMENT CITY OF MELROSE

OFFICE OF THE CHIEF

Edward J. Collina
Chief of Department

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

To: City of Melrose – City Council
From: Chief Edward J. Collina
Date: December 16, 2022
RE: FY23 Earmark Grant

The City of Melrose Fire Department has been awarded \$60,000 in funding from The Department of Fire Services.

These funds will be used to purchase Self-Contained Breathing Apparatus (SCBA) equipment for the purpose of safety and equipment improvements within the Fire Department, such as air packs, cylinders, and face pieces.

SCBA are used to protect members against oxygen deficiency, gases, irritants, chemicals, and carcinogens, just to name a few, as there are over 200 known chemicals found in smoke on a fireground. This equipment is essential for allowing fire fighters to operate in hostile fireground environments.

The Fire Department's current SCBA equipment is aged-out and no longer covered by warranty. In order to stay in compliance with the National Fire Protection Association (NFPA), it is imperative that we purchase and replace the current aged-out equipment to keep our department members safe.

Respectfully,

Edward J. Collina
Chief of Dept.

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Business Name	Location	Owner / Emergency Contact		Expiration
Bangkok (Pho Chili Inc. d/b/a)	57 W. Wyoming Avenue	Chawalit Kaiuasang	Weerasak Khamsri & Chatchawal Ongsaranont	12/31/2023
Bellevue Golf Club	320 Porter Street	Jason Silbovitz		12/31/2023
Bitty & Beau's	426 Main Street	Maryann O'Donnell		12/31/2023
Bobby C's Ristorante, Inc.(Julie A. Crowley d/b/a)	20 Main Street Street	Julie A. Crowley		12/31/2023
Bohemian Coffeehouse	132 W. Emerson Street	Hillary Poravas	Christopher Poravas	12/31/2023
Bruegger's Bagel Bakery	496 Main Street	Bruegger's Enterprises Inc - Manager	Tiffany Robbbaro	12/31/2023
Caffe Nero	530 Main Street	Caffe Nero Americas, Inc	Mark McElkerny / Katrina Sloan	12/31/2023
Cappa's Trackside Kitchen	One Grove Street	Debra Penachio		12/31/2023
Dunkin' Donuts	470 Lynn Fells Pkwy	Constantine Scrivanos	Claudia Tranquilin	12/31/2023
Dunkin' Donuts	348 Main Street	Constantine Scrivanos	Claudia Tranquilin	12/31/2023
Ernie's Lunch LLC	458 Franklin Street	Peter M Gandolfo	Janice P Gandolfo	12/31/2023
Giacomos Restaurant (Bananaland Inc. d/b/a)	454 Main Street	Joseph A Dinarello	Richard A. Talieri	12/31/2023
Jitters Café	12 Main Street	Timothy LaPrade		12/31/2023
Kennedy's Ice Cream Bar	888 Main Street	Lisa Kennedy-Dowd	Christine Kennedy	12/31/2023
La Qchara (Lorenzo Tenreiro d/b/a)	506 Franklin Street	Lorenzo Tenreiro		12/31/2023
Liberty Bell Roast Beef & Seafood	886 Main Street	Theodore Lantzakis	Arsen Sheraj	12/31/2023
Melrose Diner (Thoma Zoto d/b/a)	44 W Wyoming Avenue	Thoma Zoto		12/31/2023
Melrose House of Pizza (Casona, LLC d/b/a)	475 Main Street	Robert Musaraj		12/31/2023
Melrose-Wakefield Hospital Cafeteria	585 Lebanon Street	MelroseWakefield Healthcare	Anwaar Khan	12/31/2023
Mexico Lindo (Mex-Fajitas, Inc d/b/a)	449 Main Street	Felipe Moreno	Pablo Marbaoul Luis Moreno	12/31/2023
Mother's Pizza	524 Franklin Street	William Kamouzis	Anastasia Kamouzis	12/31/2023
My Diner Inc. d/b/a My Diner	399 Main Street	Joana Baka Valle	Oscar I. Valle Portillo	12/31/2023
Ocean Sushi	16 Oak Grove Avenue	Lihong LI		12/31/2023
Petrone's Pizza and Deli	438 Main Street	Leonidas Armenis		12/31/2023
Rising Eagle Publick House	503-509 Main Street	James Turner	Chris Turner	12/31/2023
Sushi Corner	18C Essex Street	Jiebo Zhu	-	12/31/2023
Tahpas 529 (Tenreiro, LLC d/b/a)	529 Franklin Street	Emily Tenreiro	Lorenzo Tenreiro	12/31/2023
Tenoch	517 Main Street	Alvaro Sandoval		12/31/2023
Theo's Pizzeria (Nastassia Yezubchyk d/b/a)	55 W. Wyoming Avenue	Nastassia Yezubchyk		12/31/2023
Turner's Seafood Grill & Market	506 Main Street	James B. Turner		12/31/2023
Whole Foods Market Group, Inc.	880 Main Street	Manager		12/31/2023
Wood & Fire (Sonny's Fire & Wood, LLC d/b/a)	35-37 Essex Street	Elizabeth Auciello	Joe Auciello	12/31/2023

§ 152-12. Common victuallers and innholders. [Amended 6-15-1981 by Ord. No. 20718; 4-21-2009 by Ord. No. 09-125; 11-16-2020 by Ord. No. 2021-34; 12-20-2021 by Ord. No. 2022-56]

No person shall hereafter engage in the business of innholder or common victualler without first obtaining a license therefor from the City Council. A fee of \$75 shall be paid for each of such licenses. The fee for a common victualler's license set forth herein shall be waived for Calendar Year 2021 as a result of the ongoing impacts of the COVID-19 global health pandemic. The fee for a common victualler's license set forth herein shall be waived for Calendar Year 2022 as a result of the ongoing impacts of the COVID-19 global health pandemic.

State law reference — Law of the commonwealth authorizing cities to grant licenses to common victuallers, innholders, etc., MGL c. 140, § 2, construed in *Liggett Drug Co. v. Board of License Commissioners*, 296 Mass. 41, 4 N.E. (2d) 268.

Business Name	Location of Garage	Owner	Expiration
Cesar Cars Auto Sales Corporation DBA Melrose Auto Gallery	303 Lebanon Street	Cristian Balmore Serrano	December 31, 2023
Dovales Enterprises, LLC DBA Certified Automotive Solutions	17 Upham Street	Jaime Dovalé	December 31, 2023
Kaplas Links	278 Main Street St #3D	Kayode Asupoto	December 31, 2023
Revere Auto Repair	102 Lebanon Street	Nicholas J DiBartolomeo	December 31, 2023
Stephen's Towing, Inc. d/b/a Stephen's Auto Sales	140 Tremont Street	Stephen Longmuir	December 31, 2023



CITY OF MELROSE

PAUL BRODEUR
Mayor

OFFICE OF THE MAYOR

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

MEMORANDUM

To: City Council President Christopher Cinella
From: Mayor Paul Brodeur
Re: Appointment of Albert Talarico as ISD Director/Building Commissioner
Date: December 5, 2022

It is my pleasure to submit to the Honorable City Council the appointment of Albert (Al) Talarico to serve as the Director of Inspectional Services and Building Commissioner for the City of Melrose. His appointment is effective December 12, 2022.

Mr. Talarico has 23 years of construction and inspectional service experience. For the past seven years he served as the Building Commissioner for the City of Peabody, where he interpreted and enforced the City Zoning Ordinances and worked collaboratively with ZBA, Planning Board, Conservation Commission, Historical Committee, and the City Council on proposed zoning changes and compliance.

In his last role, Mr. Talarico was instrumental in developing new building permit procedures and implementing an online permitting system, which resulted in reduction in office traffic, more efficient customer service experience, and increased revenue. Under his leadership the City of Peabody Inspections Department processed over 5,200 permits annually and collected over \$2.5 million in annual revenue. Continuously looking for ways to improve workflow and processes, he also enacted a receivership program, which provided the City with mechanisms to manage abandoned properties. As a self-described “fan of technology” who believes that “change is inevitable,” in efforts to prepare for the future and transition to paperless operations, he secured a grant to scan and archive all departments plans and files (over 400,000) and make them readily available online.

Mr. Talarico stands out with his emphasis on customer service, clear communication, and building relationships as keys to success. As an immigrant who came to the United States from Italy at a young age, Mr. Talarico understand the value of diversity and equity through his own lived experience, which has taught him to approach others with respect, empathy, and an educational mindset. I am eager to see the great work that Mr. Talarico will accomplish for the City of Melrose as our next ISD Director and Building Commissioner, and I respectfully request your approval of his appointment.

Minutes Acceptance: Minutes of Jan 17, 2023 7:45 PM (Reading of the Minutes)

Albert Talarico

Experience	2015-Present	City of Peabody	Peabody, MA
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Building Commissioner

- Managed Department consisting of eight employees - Office Clerk, ZBA Secretary, Electrical Inspector, Plumbing and Gas Inspector, two local Building Inspectors, Code Enforcement Officer and Weights & Measures Inspector.
- Oversaw, inspected and approved over \$150,000,000 of annual construction work throughout the City.
- Processed over 5200 permits yearly and collected over \$2,500,000 in annual revenue.
- Prepared and submitted annual operating budget comprising over \$600,000.
- Transitioned department from paper-based permitting to fully online cloud-based system (OpenGov).
- Secured a grant totaling \$150,000 through the Community Preservation Committee (CPC) to scan and archive the department's 417,000 plans and files.
- Selected by the State Board of Buildings Regulations and Standards as a Committee Member to revise and update the State's Contractor License Exam in 2018.
- Implemented a receivership program allowing the City the necessary tools to deal with or eliminate blighted properties.
- Reviewed and approved building plans.
- Interpreted and enforced the City's Zoning Ordinances.
- Worked closely with the ZBA, Planning Board, Conservation Commission, Historical Committee and the City Council – advising them on proposed zoning changes or compliance, MGL 40A - Massachusetts State's Zoning law, and construction matters.
- Reviewed and approved all Special Permit Applications to the City Council.
- Met daily with attorneys, architects, engineers, developers, business owners and homeowners to advise them on proposed projects.

2004-2015	City of Revere		Revere, MA
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Chief Building Inspector

- Enforce all provisions of the Massachusetts State Building Code (780 CMR), Architectural Access Board (521 CMR) and City of Revere Zoning Ordinances
- Reviewing, maintaining, and approval of building permits
- Inspection of construction, alterations, reconstruction, repairs, and demolition of any building or structure in the City of Revere
- Supervised and trained new employees
- Developed system to track complaints and resolutions regarding illegal apartments
- Created and implemented all new permitting forms for the Building Department

2003-Present	A. Talarico Remodeling and Construction		Revere, MA
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Owner/Manager

- Founded and managed successful remodeling and construction business catering mainly to residential clients
- Oversee construction projects, including additions, roofing, framing, flooring, decks, siding and finish work
- Maintain bookkeeping, payroll, insurance and budget
- Retain and supervise subcontractors, hire, train and manage employees, including monitoring and evaluating performance
- Balance work schedule between existing jobs and engaging prospective clients, ensure job completion in a timely manner and within budget
- Generate cost estimates and negotiate sales contracts

2002-2003	Encompass Construction		Revere, MA
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Construction Laborer

- Built large and small additions and decks, renovated interior and exterior of homes and apartments
- Poured concrete foundations and footings
- Installed replacement windows, flooring and vinyl and clapboard siding

Minutes Acceptance: Minutes of Jan 17, 2023 7:45 PM (Reading of the Minutes)

2001-2002**Global Construction****Quincy, MA***Masonry Labor Supervisor*

- Supervised a team of six masonry laborers
- Arranged work area for mason, including erecting staging and preparing concrete and cement
- Poured footings and foundations, as well as pointed brick veneer

2001-2003**DeWolfe Realty****Somerville, MA***Part Time Sales Agent*

- Marketed the sale of residential property, including conducting open house sales events, listing property on MLS and in newspapers
- Created sales and marketing materials and prepared market analysis of homes for potential sellers
- Negotiated sales between buyers and sellers, advised clients, drafted Purchase and Sale Agreements, scheduled home inspections and closing dates
- Acted as liaison between clients and mortgage companies, home inspectors, attorneys and other real estate brokers

1996-2001**Tufts Health Plans****Watertown, MA***Business Analyst*

- Developed strategies to streamline daily business requirements for operations department
- Produced reports to provide management with critical decision making information
- Created custom software reporting programs and queries to reduce errors and increase productivity and production
- Conducted monthly and quarterly bad-debt analysis for Operations Department
- Trained staff on software systems and developed curriculum for such training
- Promoted rapidly from *Billing Customer Service* to *Senior Billing Coordinator* to *Business Analyst*

**Education
& Licenses**

- Suffolk University - Business Administration
- Cambridge Rindge & Latin High School – Electrical Major
- Tufts Health Plans Certified Technology Classes - Access, Automating Tables & Queries, Advanced Forms & Reports; MS Excel, Visual Basic for Application and Visual Basic 6.0
- Clark University, CCI - Certification in PC Service and Support: DOS, Microsoft Windows Platforms, Introduction to PC Hardware, Hardware Assembly & Installation, Diagnostic Utilities and PC Troubleshooting, Introduction to Networking, Fundamentals of Network Administration, Advanced Networking, Troubleshooting Applications
- Licensed Real Estate Salesperson - Commonwealth of MA
- Licensed Contractor - Commonwealth of MA
- Certified Building Local Inspector - Commonwealth of MA 2004
- Certified Building Official - Commonwealth of MA 2014

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Albert Talarico

October 25, 2022

Polina Latta
Director – Human Resources
City Hall
526 Main Street,
Melrose, Ma 02176

Dear Polina,

I am interested in the Director of Inspectional Services, Building Commissioner, Zoning Compliance Officer position advertised on the MBCIA website. My resume is enclosed for your review. Given my related experience and excellent capabilities, I would greatly appreciate your consideration for this job opening. I believe my skills are an ideal match for this position.

My Qualifications:

- 23 years of construction and inspectional service experience.
- Strong management skills.
- Instrumental in developing new building procedures.
- Implemented an online permitting system.
- Converted paper documents to PDFs through a scanning project.
- Enacted receivership program.
- Extensive experience with software and Microsoft products.
- Massachusetts Certified Local Inspector (2004).
- Massachusetts Certified Building Official (CBO 2014).
- Massachusetts Licensed Contractor.
- Certification in PC Service and Support from Clark University ICC.
- Excellent interpersonal and communication skills.

I appreciate you taking the time to review my credentials and experience. I look forward to hearing from you.

Sincerely,

Albert Talarico

Minutes Acceptance: Minutes of Jan 17, 2023 7:45 PM (Reading of the Minutes)



CITY OF MELROSE

OFFICE OF THE MAYOR

PAUL
BRODEUR
Mayor

City Hall, 562 Main Street
Melrose, Massachusetts 02176
Telephone - (781) 979-4440
Fax - (781) 662-2182

MEMORANDUM

To: Melrose City Council
From: Mayor Paul Brodeur
Re: Beebe Estate Board of Trustees Appointment
Date: December 13, 2022

I respectfully request the Honorable City Council confirm the following Beebe Estate Board of Trustee appointment:

- Sarah Besegai, 52 Stratford Road, to a two-year term, said term to expire on the last day of February 2025.

Ms. Besegai has a proven track record of project management and marketing experience, which includes collections and museum planning and management, community arts and education—all of which are complimentary to the Beebe Estate Board of Trustees' responsibility for managing the historic Beebe Estate.

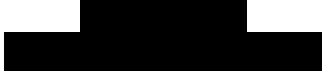
Some of the highlights from Ms. Besegai's candidacy include overseeing the budgets in her former role William's-Mystic Maritime Studies Program in her capacity as Assistant Director of Administration and Finance as well as in her role most recent role at Lesley University; producing special events such as artists' talks, discussion panels, and film screenings; and successful grant writing in her role at the Griffin Museum of Photography.

Thank you for your consideration.

Minutes Acceptance: Minutes of Jan 17, 2023 7:45 PM (Reading of the Minutes)

Sarah Besegai

52 Stratford Road
Melrose MA 02176



November 30, 2022

Dear Melrose City Hall Volunteer Manager,

I am interested in serving the City and our community as a Board of Trustees member for the Beebe Estate. My professional skills and interests are very much aligned with the goals and focus of the Beebe Estate and of this volunteer position.

I have experience in project management, collections management, museum planning and architecture, community arts, and education. My administrative experience and marketing experience will also prove useful in serving as a custodian to this important landmark and cultural center.

Communication and resourcefulness are some of my key strengths. I get along well with others and thrive on finding resolutions to problems. I am confident that these qualities together with my commitment to the work will be an asset to the Beebe Estate.

My enclosed resume will provide you with more details regarding my qualifications and experience. I know that I can bring much benefit with my experience, educational qualifications and skills and I look forward to putting these towards a good cause. Please contact me by phone or email if you have any questions. I look forward to hearing from you and thank you for your time.

Sincerely,

Sarah Besegai

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Sarah Besegai

Experience

2007-2015

LESLEY UNIVERSITY

CAMBRIDGE, MA

Program Manager for Graduate School of Education

- .. Provided a high-level administrative and operational support for the Teaching, Learning and Leadership department, including: scheduling, staffing, reporting, and communications
- .. Maintained and monitored division budgets; created appropriate reports; processed payments; collected data for preparation of revenue, expense projections, and annual reports

Fall 2009

GRIFFIN MUSEUM OF PHOTOGRAPHY

WINCHESTER, MA

Special Projects Coordinator, Internship

- .. Successful grant writing (\$10,000) for the collaborative community project, *Photosynthesis*
- .. Assisted with the day to day operations, including: ticket, membership, and memorabilia sales; installing shows; shipping and storage of shows
- .. Produced special events, including: artists' talks, discussion panels, and film screenings

2003-2007

VERNER JOHNSON: MUSEUM ARCHITECTS AND PLANNERS

BOSTON, MA

Museum Planner

- .. Worked directly with clients to assess needs, evaluate options, and make recommendations for future growth, including: comprehensive master planning; collection storage planning; facility and space planning; market feasibility studies
- .. Assisted with interviews, surveys, workshops, original research, and writing
- .. Wrote and produced materials, including: interview summaries, workbooks, and reports
- .. Responsible for writing, design, and production of all submittals of qualification and promotional materials

1998-2003

WILLIAMS-MYSTIC MARITIME STUDIES PROGRAM

MYSTIC, CT

Assistant Director of Administration and Finance

- .. Performed fundamental program management, including: overseeing schedules, itineraries, calendars, communications, accreditations, and annual reports; planning special events; managing facilities; coordinating student registration, orientation, and graduation
- .. Oversaw program budget, including: setting and meeting annual budget of \$600,000; preparing cost forecasts; reviewing and administering student financial aid; collecting student tuition
- .. Proudly served as a liaison between the college and museum community

1998-1999

WILLIAMS-MYSTIC MARITIME STUDIES PROGRAM

MYSTIC, CT

Assistant Director of Admissions and Recruitment

- .. Designed, produced, and distributed all recruitment materials
- .. Presented at more than 35 informational meetings at colleges and universities across the United States
- .. Fostered positive community relations with college professors, administrators, and students
- .. Chaired the admissions committee; lead discussions; evaluated applications; established and maintained a recruitment database

1997-1998

HISTORIC NEW ENGLAND

BOSTON, MA

Museum Cataloguer

- .. Catalogued an extensive collection of American art and artifacts for the Marsh-Billings-Rockefeller National Historic Park in Woodstock, VT
- .. Completed major inventory, including: researching, documenting, cleaning, repairing, labeling, storing, and exhibiting objects
- .. Participated in collections management training provided by both Historic New England and The National Park Service

Education

LESLEY UNIVERSITY

CAMBRIDGE, MA

Master of Education: Arts, Community, and Education

MOUNT HOLYOKE COLLEGE

SOUTH HADLEY, MA

Bachelor of Arts in American Studies with Concentration in Art History; Minor in English

Interests and Activities

I am a project manager, administrator, planner, organizer, teacher, and learner.

David Thimble

CEO & President, CaLex Company, LLC

94 Crescent Avenue
Melrose, MA 02176

SELECT EXPERIENCE

CaLex Company, Melrose — CEO & President

JANUARY 2010 - PRESENT

Customer highlight - Brigham & Women's Hospital: fire door inspections, the supply and install of fire-rated doors and enclosures, ad hoc cabinetry

Ken Vona Construction (KVC), Waltham — Cabinet Shop Supervisor

JANUARY 2003 - JANUARY 2010

Dave Hunter Construction, Lexington — Cabinet Shop Supervisor

JANUARY 1998 - JANUARY 2003

Architectural Designs, Wakefield — CEO & President

JANUARY 1993 - JANUARY 1998

Architectural Openings, Somerville — Lead Cabinetmaker

JANUARY 1990 - JANUARY 1993

Unique Woodworking, Woburn — CEO & President

JANUARY 1982 - JANUARY 1990

EDUCATION

Northeast Metro Tech, Wakefield — Cabinet Making

SEPTEMBER 1972 - JUNE 1976

SELECT PROJECTS

Custom furniture — dining room set

Custom dining room table for Rowe's Wharf, Boston residential condominium

Bars & restaurants — Refurbishments/build outs

Location highlights: Cask & Flagon, Boston; Thackerays Restaurants, Woburn & Waltham; Tavern on the Water, Charlestown; Jillian's, Boston

USS Constitution — Restoration Project

Junior year of cabinetry program was afforded the opportunity to restore parts of the *USS Constitution* while the ship was drydocked. Worked primarily to replace and restore the transom windows at the stern of the vessel.

SKILLS

- Cabinetry/furniture making and restoration
- Project management of high-end residential projects
- Furniture finishing, color-matching and repair



PAUL
BRODEUR
Mayor

CITY OF MELROSE

OFFICE OF THE MAYOR

City Hall, 562 Main Street
Melrose, Massachusetts 02176
Telephone - (781) 979-4440
Fax - (781) 662-2182

MEMORANDUM

To: Melrose City Council
From: Mayor Paul Brodeur
Re: Beebe Estate Board of Trustees Appointment
Date: December 13, 2022

I respectfully request the Honorable City Council confirm the following Beebe Estate Board of Trustee appointment:

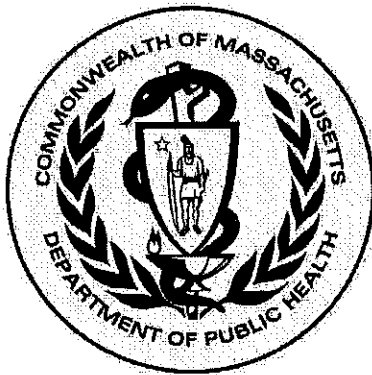
- David Thimble, 94 Crescent Avenue, to a two-year term, said term to expire on the last day of February 2025.

Some highlights of Mr. Thimble's candidacy include serving on a restoration team for the USS Constitution's restoration project and serving as CEO and President of an architectural designs business.

Mr. Thimble's foremost intentions with the Board of Trustees include utilizing his architectural knowledge as well as his restoration experience and skills to assist and augment the efforts of the Board of Trustees in maintaining the historical integrity and general upkeep of the estate.

Thank you for your consideration.

Minutes Acceptance: Minutes of Jan 17, 2023 7:45 PM (Reading of the Minutes)



December 21, 2022

Kara M. Showers
City of Melrose Health and Human Services
562 Main Street
Melrose, MA 02176
kshowers@cityofmelrose.org

Dear Ms. Showers:

Thank you for applying for the 2023 Community Health Inclusion Index (CHII), Massachusetts Department of Public Health (MDPH), Office of Local and Regional Health (OLRH), Mass in Motion Municipal Wellness and Leadership Program (MiM), and Office of Health Equity (OHE) mini-grant. We are pleased to announce that the CHII Assessment (the "Project") has been selected for funding from January 1, 2023 to June 30, 2023. The grant review committee has approved a grant in the amount of Twelve Thousand Dollars (\$12,000).

The review team asks that by January 5, 2023, you submit a revised work plan to Kimberley Warsett (Kimberley.Warsett@mass.gov) and Nassira Nicola (Nassira.D.Nicola@mass.gov) addressing the following:

1. Provide additional details on community engagement, including translation needs;
2. Discussion of Stoneham and Lynnfield's capacity;
3. Explanation of how the CHII results will be used in all four communities, benefitting people with mobility limitations, especially people of color;
4. Training/education on structural ableism; and
5. Alternative plans for Lunch & Learns in the event of rising COVID-19 rates.

2023 Melrose/Wakefield/Lynnfield/Stoneham Award Letter

Further, our offer of this grant is subject to your agreement to the following:

1. Use the grant funds only as specified in the approved grant proposal;
2. All grant funds must be spent between January 1, 2023 and June 30, 2023;
3. Maintain your records to show and account for the uses of grant funds;
4. Participate in periodic check-ins with MDPH to discuss Project progress, identify potential barriers and opportunities, and accept technical assistance and data support where applicable; and
5. If requested, present on the Project at a future MiM or OLRH stakeholders meeting.

By March 31, 2023, please have an authorized representative (1) sign and return one copy of this letter to Massachusetts Health Officers Association (MHOA) and (2) provide an invoice to MHOA for the first half of payment. Please send these documents by email to Teresa Wood Kett, incoming MHOA executive director at tkett@mhoa.com.

Please be advised that a mandatory CHII training will take place on January 20, 2023 from 11:00am – 12:00pm. MiM, OLRH, and OHE are available for technical assistance support to ensure your success (contact information below). We are happy to answer any questions you may have.

Congratulations!

Teresa Wood Kett, Executive Director
Massachusetts Health Officers Association
tkett@mhoa.com

Maria Evora, Community Liaison
Mass in Motion Municipal Wellness and Leadership Program
Maria.Evora@mass.gov

Kim Etingoff, Community Engagement Specialist
Root Cause Solutions Exchange
Kim.Etingoff@mass.gov

2023 Melrose/Wakefield/Lynnfield/Stoneham Award Letter

Erica Piedade, Director of Workforce Development
Office of Local and Regional Health
Erica.M.Piedade@mass.gov

Nassira Nicola, Program Coordinator, Health and Disability Program
Office of Health Equity
Nassira.D.Nicola@mass.gov

Kimberley Warsett, Program Coordinator, Health and Disability Program
Office of Health Equity
Kimberley.Warsett@mass.gov

Felicia Heykoop, Program Coordinator
Mass in Motion Municipal Wellness and Leadership Program
Felicia.Heykoop@mass.gov

Matthew S. Barron, Legal Policy Analyst
Massachusetts Association of Health Boards
Barron@mahb.org



Melrose/Wakefield/Lynnfield/Stoneham

1/17/23
Date

Please sign and return to tkett@mhoa.com by March 31, 2023.

The City of Melrose Health and Human Services (HHS), in partnership with the Town of Wakefield HHS, Town of Stoneham Health Department and Town of Lynnfield Health Department, propose to use the *Community Health Inclusion Index (CHII)* to assess disability access for people with mobility limitations in the communities and develop an action plan.

The purpose of the CHII is to collect information about healthy living resources in Melrose, Wakefield, Stoneham & Lynnfield and the degree to which they are inclusive. This will help us plan and develop strategies that will impact the health and well-being of community members, including persons with disabilities, specifically mobility limitations. The CHII assessment is not an ADA compliance checklist; it is intended to be a tool to measure a broad level of health inclusion in our communities.

With this funding, Melrose, Wakefield, Lynnfield and Stoneham will: 1) assess the community using CHII survey tools for the first time, and 2) bring stakeholders together (i.e., Disability Commissions, Housing Authority staff, municipal American Disability Act Coordinators, senior housing complex facility managers and residents, etc.) to determine how we can best support those with disabilities to encourage increased participation in our community health initiatives.

Housing accessibility and municipal infrastructure were common challenges among the four communities. In order to delve into next steps toward improvement in those arenas, we will use the On-Site CHII assessment at pre-determined priority locations. The results we gather from this assessment will allow us to further conversations and implement a realistic plan for change.

Proposed activities:

- Bring stakeholders and partners together to determine how we can support residents with disabilities to more fully participate in our community health initiatives. Host 3 lunch and learn meeting for the four municipalities' stakeholders. Engage partners monthly (via emails and meetings).
- Conduct on-site CHII assessments at pre-determined priority locations in the 4 communities. Discuss findings with stakeholders & partners and determine plan of action using assessment results.

Using the CHII survey tools will allow us to: 1) better understand existing issues that are affecting residents with mobility limitations so that we can implement appropriate solutions, and 2) bring stakeholders and partners together. Our municipalities will incorporate a "leading with race and racism" framework by putting people with lived experience of inequities at the forefront and share decision-making power with them. We will meaningfully engage people with disabilities, including people of color, in the project by working with our partners (i.e., Human Rights Commissions and Councils on Aging).

TuftsMedicine
MelroseWakefield Hospital



January 19, 2023

Dear Kara Showers,

Thank you for your grant submission to the Determination of Need Community Health Initiative Funding Opportunity.

We are delighted to inform you that your grant proposal has been approved in the amount of \$12,000 to fund the Supporting Community Providers Who are Serving our Most Vulnerable citizens in Wakefield & Melrose Program.

We will be sending you a contract listing the grant's terms and conditions in the next few weeks. If you accept the award offer, terms and conditions, we will ask you to sign and return the contract. Upon the contract's receipt we will distribute payment and expect work to begin on March 1, 2023.

The funds must be used specifically for the designated purpose by February 28, 2024. You must submit a written request to us in advance if you wish to change the purpose of the grant or if the funds are not expended within the next 12 months. In addition, we will request a report on the expenditure of our grant after six months and a final report after one year. Any publications produced referencing the funded project must acknowledge the funds were provided by MelroseWakefield Hospital, Lawrence Memorial Hospital and Shields Surgery Center.

Congratulations on this recognition of your important efforts. We look forward to working with you during the coming year.

Sincerely,

The Community Health Initiative Allocation Committee
On behalf of the Medford Surgery Center, LLC

MelroseWakefield Healthcare/Tufts Medicine
Community Health Initiative Funding

Building Community Awareness and Reducing Behavioral Health Stigma in High-Risk Populations

Supporting Community Providers who are serving our most vulnerable citizens in Wakefield & Melrose

The Town of Wakefield and City of Melrose Health and Human Services Department's mission is to promote the personal and environmental health of the community, focusing on prevention, intervention, remediation, and maintenance. The expansion to a comprehensive Health & Human Services Department acknowledges that without basic needs such as housing, food, economic stability, education, healthcare, and a feeling of connection to the community, it becomes significantly more challenging to live a healthy & well life. The primary opportunity that led us to request this grant funding is our intent to build upon our first two years work.

Year 3's three-pronged plan is to:

- 1) support new immigrant residents by connecting them to local, inclusive services that directly impact social determinants of health, including but not limited to: housing, education, food, clothing, legal services, employment and primary & behavioral health needs
- 2) improve community connections for English Learning new residents, and
- 3) provide trainings and networking luncheons for providers.

To ensure success, we will engage with new residents early on, gathering information about what services they value. This will be done by bringing on one Spanish & one Portuguese-speaking Community Champions. Utilizing the expertise of these Community Champions, our Social Services Coordinators will enroll new residents in benefit programs that will directly impact their health and well-being, providing them with basic needs (i.e., SNAP benefits, Fuel Assistance, etc.). Our Champions will utilize networking events to educate service providers with specific culturally competent needs of new immigrants, especially English Language Learners. School Department, City/Town Employees, Social Service providers and volunteers will participate in Diversity, Equity, and Inclusion training so that they may better support new youth and residents.

Program Expenses

- ESL supplies: Pocket talk hand-held translators, Translation Services
- Community Champions: One Spanish & one Portuguese-speaking champion to share between Melrose & Wakefield
- Networking meetings: food & supplies for 3 meetings for 30+ local social service providers
- In-depth lunch-and-learn training sessions
- ESL Family Nights: In partnership with school districts
- Social Service Coordinator support: IntakeQ data intake system for clients

Slane, Denise

From: NEHA-FDA RFFM Grant Program <do-not-reply.grants07-us-east-1@fluxx.io>
Sent: Wednesday, December 21, 2022 5:53 PM
To: Health
Subject: NEHA-FDA RFFM Grant Program: CONGRATULATIONS

Dear Erin:

Congratulations! The National Environmental Health Association (NEHA) and US Food & Drug Administration (FDA) are happy to inform you that your NEHA-FDA Retail Flexible Funding Model (RFFM) grant submission for the following project has been approved:

ID Number: G-BDEV1-202210-03047

Project Title: Completion of SA9 and a CSIP for Melrose and Wakefield

Grant Type: 2023 Track 1 Development Base

Amount Requested: \$11,250.00

Amount Awarded: \$5,000.00

Project Summary: Many of our resources were devoted primarily to the COVID-19 pandemic from March 2020 until early 2022. Prior to that time, our Department was largely focused on food safety and had completed a lot of work towards the Standards. Completing an SA9 and a CSIP will help us assess our current food safety program and re-establish the Standards into our food safety program.

Please use your previously assigned username and password to return to the NEHA-FDA RFFM Grant Program Portal for details of this award, including the official grant award letter. Additionally, review the comments below relating to your specific request:

=====

The "Required Outcomes" portion of your CY 2023 Track 1 Development Base Grant is approved, and fully funded at \$5,000. However, due to insufficient Mentor participation, we were unable to fund the Mentee portion of your application. We encourage you to reapply for a Mentee grant in the 2024 RFFM grant program. The full requested amount for your CY 2023 Track 1 Development Base Grant is approved. However, we will be reaching out for clarification and a likely update for your Budget, as it does not directly support the proposed project (completion of an SA9 and a CSIP). Any changes to your project plans and/or budget changes in excess of 10% of the Total Award Amount must be approved in writing by NEHA, in advance. Please refer to the neha.org/retail-grants website for the full RFFM Grant Guidance, which includes a description of non-allowable costs that will not be reimbursed. We look forward to supporting you as you work to complete your important Retail Flexible Funding Model project. Please reach out to the NEHA-FDA RFFM Grant Program Support Team if you have any questions or concerns.

=====

Note: The Catalog of Federal Domestic Assistance (CFDA) number for this United States Food & Drug Administration grant, awarded to the National Environmental Health Association on 05/03/2021, is 93.103. Your grant is considered a subaward under this NEHA grant. Please refer to our homepage at <https://neha.org/retail-grants> for additional program information or to access the NEHA-FDA RFFM Grant Program Portal.

If you have any questions or need additional information, please contact us at: 1-833-575-2404 or retailgrants@neha.org.

Attachment: NEHA-FDA Grant Award Letter 12-21-22 (GRANT-2023-7 : National Environmental Health Association - FDA RFFM Grant)

Sincerely,

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

Attachment: NEHA-FDA Grant Award Letter 12-21-22 (GRANT-2023-7 : National Environmental Health Association - FDA RFFM Grant)



GREGORY SAMPSON
Chair

CITY OF MELROSE

PLANNING BOARD

City Hall, 562 Main Street
Melrose, Massachusetts 02176
Telephone - (781) 979-4190
Fax - (781) 979-4290

January 31, 2023

The Honorable Mayor Brodeur and
The Honorable City Council
of the City of Melrose, Massachusetts

RE: Proposed Zoning Amendments

To His Honor and the Members of the Council:

At its meetings on December 19, 2022 and January 23, 2023, the Planning Board voted to submit the attached zoning amendments to the City Council. These proposed changes seek to clarify sections of the code for easier interpretation and understanding, ensure compliance with Massachusetts General Laws, and reduce the number of variance requests for violations that are regularly approved by the Board of Appeals. The purpose and reasoning behind each proposed amendment will be described in detail below.

Corner Lot Setbacks

The purpose of this amendment is to allow properties on corner lots to have similar side yard setback requirements as those properties that are not at the intersection of streets. In the Board's extensive review of corner lot properties, allowing for side yard setback distances on corner lots by Variance has not been detrimental to the streetscape or to the abutting properties. Two yards often function as side yards and allowing for a side yard setback in these locations provides the Owner space to build a structure that is consistent with the use of the yard while not creating negative impacts to the rhythm of buildings on the block.

Changing the Ordinance to allow for side yard setbacks will remove the need for many cases to obtain a Variance for corner lot setback relief. Since 2017, 38 cases have been brought before the Board of Appeals for variances related to a hardship imposed by the corner lot setback requirements. Removing the need for this permit reduces the Owners' administrative work, uncertainty, cost and extended permitting time that is associated with construction on corner lots. This amendment is also identified as an action item in the Melrose Forward Master Plan.

Structure Definition

The Melrose Zoning Ordinance (MZO) currently defines retaining walls and fences as structures. MZO §235-24.B, Accessory Buildings and Other Structures, requires

accessory structures to be governed by regulations for an accessory building unless specifically exempted by a variance. Oftentimes fences and retaining walls are therefore required to have an accessory structure setback from property lines. Since it is a typical condition for a retaining wall or fence to be on or close to a property line, it was likely not the intent of the regulation for accessory structure setback to apply to them. Removing retaining wall and fence from the definition of structure will resolve this issue.

BA-2 Zoning District Line Change at 521-529 Franklin St.

521-529 Franklin Street (parcel B12 058) is split into two zoning districts. The front of the parcel facing Franklin Street is in BA-2, while most of the parking lot to the rear is in UR-A. The property owner requested that the entirety of the lot be brought into BA-2 explaining that refinancing and insuring the property is complicated by the split zoning and the best use of the property is in line with uses permitted in BA-2.

Definition of Retail Food Establishment

This amendment updates the definition of retail food establishment to allow for the sale of alcoholic beverages for off premise consumption, which reflects the recent change in the City's liquor laws.

Definition of In-law Apartment

The definition of in-law apartments in the MZO has been found to be overly restrictive and creates undue hardship for many applicants who wish to create a dwelling unit for a family member in their home or attached to their home. The provision requiring the unit to be located within the single-family dwelling as it existed on January 1, 1990, is limiting and prohibits additions to accommodate in-law apartments. The Board of Appeals has approved variances from this provision on several occasions to permit in-law apartments and allow for this reasonable use where all other provisions are met.

This amendment strikes paragraph F from the definition and modifies paragraph G to address this issue. Removing paragraph F will allow for alterations and additions to existing single-family houses to accommodate in-law apartments. Revising paragraph G would continue to restrict the size of the unit in relation to the existing single-family home; additions would need to conform to the dimensional regulations within the district; and a special permit from the ZBA is still required for all in-law apartment proposals. This amendment is also identified as an action item in the Melrose Forward Master Plan.

Votes for Special Permit Approval & Term

Votes for Approval

This amendment updates the MZO to be consistent with recent changes to MGL C.40A (the Zoning Act) and reflect State regulations. Chapter 358 of the Acts of 2020 made several amendments to Chapter 40A, including: (1) changes to section 5 to reduce the number of votes required to enact certain kinds of zoning ordinances and bylaws from a $\frac{2}{3}$ supermajority to a simple majority; and (2) changes to section 9 making similar changes to the voting thresholds for the issuance of certain kinds of special permits.

Changes to the MZO related to Zoning Amendment voting is not needed because the language just references Section 5 of the Zoning Act.

Special Permit Term

This amendment increases the time allowed to exercise a special permit, which reflects another recent change to the Zoning Act. Chapter 219 of the Acts of 2016 increased the timeframe to exercise a special permit from two to three years. Municipalities are not obligated to adopt the longer timeframe, however, increasing the special permit term is more accommodating while conforming to the MGL.

Site Lines and Fence Height in Front Yards On Corner and Non-Corner Lots

The language in Sections 235-25.K and 235-25.L of the Zoning Ordinance is confusing and unclear. The Office of Planning and Community Development has received calls from residents attempting to understand this section of the code, which is easily misinterpreted and difficult to follow. Councilor McMaster also requested that the language in sections §235-25.K & §235-25.L be revised prompting the proposed amendment which provides clearer and more manageable instruction.

Site Plan Review Criteria

In relation to the amendment above, in districts where no setback from the property line is required, attention should be given to the safety of travel around corner sites with relation to the location of buildings and driveway openings during the Site Plan Review process. While the preceding amendment regulates lots in residential districts, this amendment ensures that this issue is considered for all new development.

Vegetation Height for Corner Lots & in Yards along Streets - General Code Amendment

In amending §235-25.K & §235-25.L, vegetation was removed from these sections and inserted in the General Code shifting enforcement responsibility from the Building Commissioner to the Department of Public Works, which generally oversees vegetation maintenance throughout Melrose. Additionally, with the regulation removed from the zoning ordinance a hedge that exists today will not be deemed legally nonconforming. The general code allows enforcement of existing and new vegetation and discretion is provided to the Director of Public Works to determine if vegetation creates a safety hazard.

Unit Size

The MZO's restrictions on unit size as regulated in §235-25.I prevent the City from complying with the Department of Housing and Community Development's guidelines on the new multi-family zoning requirements for MBTA Communities. (See Section 3A of MGL c. 40A, that was part of the 2021 Economic Development Bill.) The regulations require that multi-family housing is suitable for families with children and that zoning cannot restrict the number of bedrooms, the size of bedrooms, or the number of occupants.

The proposed amendment strikes the minimum unit sizes from the zoning ordinance. Residential unit sizes are addressed in the State Sanitary Code, enforced by the Board of

Health, and the State Building Code, enforced by the Building Commissioner, which regulate minimum dwelling unit and bedroom sizes per occupant and other dimensional controls of residential units. In addition to the aforementioned codes, the City's zoning districts have different mechanisms that directly or indirectly control the size of residential units. Some districts regulate the number of units per lot based on lot area, and all control a building's size through Floor Area Ratio and/or height and setback regulations. Market demand is an additional control over unit size. Two recent developments downtown provide a few studio apartments/microunits of between 360 to 400 square feet in each; however, the market demand is generally for larger units.

By eliminating unit size from the MZO, the City will comply with MGL c. 40A s. 3A while still being able to regulate density using other provisions. In addition to needing to make this change to the Ordinance to comply with the new law, having a variety of housing types in terms of size and cost, is a goal of the City's Housing Production Plan and this change will allow for smaller units, which have been successful in a few recent developments.

Definition of Family & Dwelling Units

The amendment to the definitions of family and dwelling units is also needed to comply with DHCD's guidelines on the new Multi-family zoning requirements for MBTA Communities. It strikes the definition of family and replaces it with definitions for One-Family and Two-Family Dwelling Units. The MZO already defines Dwelling Unit and Multifamily Dwelling Units thereby organizing the code in a more logical and streamlined manner. The definition of dwelling unit establishes the primary intent of a residential unit being a space with complete living facilities (living, sleeping, eating, cooking and sanitation) occupied by people that share the use of that space together as a single housekeeping unit. Restricting occupancy based on biological or legal relationships does not address the purposes of zoning. A biological family can have the same, less, or more of an impact on zoning issues such as traffic, parking, overcrowding, public systems, etc., than a non-tradition family living together as a household. Regulating density through the current definition of family can be discriminatory and illegal in how it is enforced.

This amendment also seeks to strike the definition of Apartment House from the MZO and the Table of Use and Parking Regulations. The definition references family and the Multifamily Dwelling duplicates the apartment house use rendering it obsolete. Lastly, this amendment seeks to eliminate the references to apartment house and garden house from the definition of Multifamily Dwelling, which are repetitive and antiquated.

In accordance with M.G.L., Chapter 40A, Section 5, all proposed zoning amendments received by the City Council shall be submitted to the Planning Board within 14 days for review and to schedule a public hearing. The City Council and the Planning Board are required to hold public hearings within 65 days. The Planning Board would welcome a joint public hearing with the City Council. After the hearing, the Planning Board has 21 days to submit a report with recommendations to the City Council. The City Council

Proposed Zoning Amendments
January 31, 2023
Page 5 of 5

must wait until they receive a report from the Planning Board or wait for 21 days before holding a vote. Please forward the proposed amendments to us at your earliest convenience in order to begin the review process.

Thank you for your consideration. We look forward to discussing these important amendments with you.

Respectfully yours,



Gregory Sampson
Planning Board Chair

Attachment: Proposed Zoning Amendments dated January 31, 2023

cc: Shannon Phillips, City Solicitor
Rita Mercado, Chairwoman, Board of Appeals
Albert Talarico, Building Commissioner
Denise Gaffey, OPCD Director & City Planner
Members of the Planning Board

Attachment: Letter to Mayor and CC with Proposed Zoning Amendments 1_31_2023 (ORDER-2023-59 : Zoning Amendments)

Corner Lot Setbacks Zoning Amendment

Amend ARTICLE II, Word Usage and Definitions, SECTION 235-5, definitions, as follows.

Text that is removed is ~~crossed out~~ and additions are underlined.

LOT, CORNER - A lot at the point of intersection of and abutting on two or more intersecting streets, the interior angle of intersection of the street lot lines or, in case of a curved street, extended lot lines, being not more than 135°. ~~For purpose of this chapter, each street frontage shall be considered a front yard and the remaining two yards shall be considered rear yards.~~

LOT LINE, REAR—The lot line opposite from the front lot line except as provided for in §235-25.C.

Amend ARTICLE VI, Dimensional and Density Regulations, SECTION 235-25, Additional dimensional and density provisions, as follows.

Text that is removed is ~~crossed out~~ and additions are underlined.

~~C. A corner lot shall have minimum street yards with the depths which shall be the same as the required front yard depths for the adjoining lots.~~

For a corner lot the street frontage that is used to access the main entrance (typically identified by street address) of the structure from the street shall be considered a front yard. The other street frontage shall be considered a side yard.

Of the remaining two yards, the yard with the shallower depth shall be considered a side yard and the yard with the deeper depth shall be considered the rear yard. If the remaining yards have the same depth, the owner can designate the side and rear yards.

Structure Definition Zoning Amendment

Amend ARTICLE II, Word Usage and Definitions, SECTION 235-5, definitions, as follows.

Text that is removed is ~~crossed out~~ and additions are underlined.

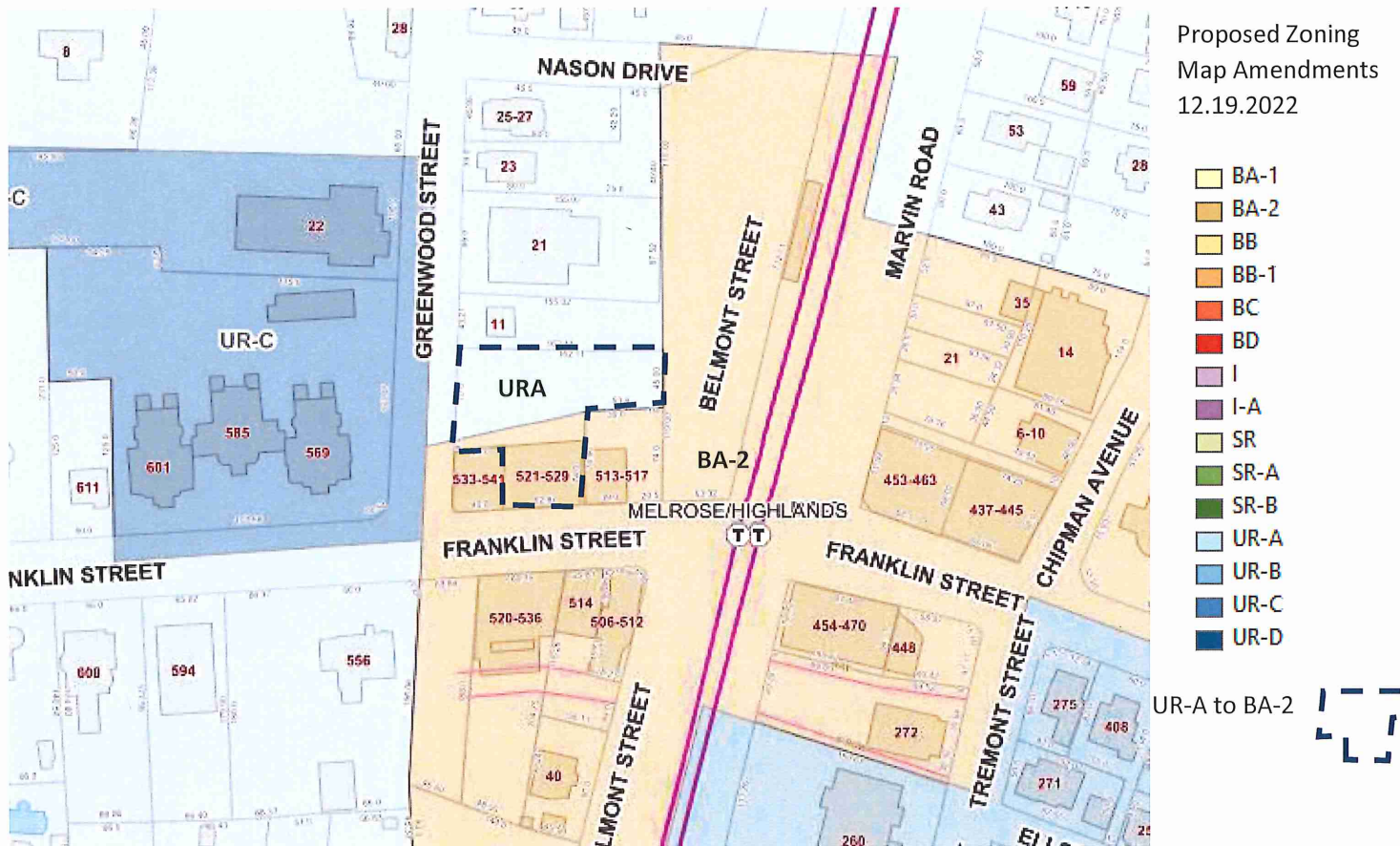
STRUCTURE - A combination of materials ~~for permanent or temporary occupancy or use~~ that are constructed or erected on the ground, such as but not limited to a building, bridge, trestle, tower, framework, ~~retaining wall~~, tank, tunnel, tent, stadium, reviewing stand, platform, swimming pool and equipment, shelters, piers, wharves, bin, ~~fence~~, and sign ~~or the like~~.

BA-2 Zoning District Line Change at 521-529 Franklin St.

Article III. Establishment of Districts

§235-8 Changes to map

The location and boundaries of the zoning districts are hereby amended as shown on a map titled “Zoning Map of the city of Melrose, Massachusetts,” dated ____.



Definition of Retail Food Establishment

Amend Chapter 235, ARTICLE II Word Usage and Definitions, SECTION 235-5, Definitions as follows.

Text that is removed is ~~crossed out~~ and additions are underlined.

RETAIL FOOD ESTABLISHMENT- A retail store selling food products, not to be consumed on the premises, which shall include but not be limited to one or more of the following: fresh cheese, fresh meat or delicatessen products, freshly prepared baked goods or confections, natural and organic food or beverages, and which may also sell, incidental to the sale of food products therein, ~~wines and malt beverages,~~ alcoholic beverages for off premises consumption; but not tobacco products, lottery tickets, pharmacy items, toiletries, personal care products or photographic supplies or services. The term "retail food establishment" as used herein shall further comport with the definition of "establishment" as defined in Chapter 327 of the Acts of 2008.

In-law Apartment Definition Zoning Amendment

Amend ARTICLE II, Word Usage and Definitions, SECTION §235-5, definitions, as follows.

Text that is removed is ~~crossed out~~ and additions are underlined.

IN-LAW APARTMENT

A dwelling unit either contained within an owner-occupied one-family ~~structure~~ dwelling (such as, but not limited to, a cellar or attic) or attached thereto (such as, but not limited to, a garage or barn) which constitutes separate living facilities for immediate members of the family, such as a mother and/or father or a son and/or daughter or their respective spouses. See "dwelling unit" as defined in this section.

A. An accessory in-law apartment is a separate, subordinate living area constructed as part of an existing owner-occupied one-family dwelling and built in a manner which maintains the appearance of a ~~single family structure~~ one-family dwelling.

B. There shall be no boarders or lodgers within either unit of a dwelling with an accessory in-law apartment.

C. No accessory in-law apartment shall be constructed without a building permit issued by the Building Inspector.

D. No use as an accessory in-law apartment shall be permitted prior to a certificate of occupancy by the Building Inspector.

E. A certificate of occupancy shall be issued for three years. Continued occupancy shall require issuance of a new certificate of occupancy.

F. ~~The dwelling unit shall be located within the single family dwelling as it existed on January 1, 1990.~~

G. The dwelling unit shall occupy no more than 1/3 of the structure's gross floor area ~~as of January 1, 1990.~~

Votes for Special Permit Approval & Term

Amend Chapter 235, ARTICLE XI, Special Permits and Conditions, SECTION 235-62, Special Permit Procedure as follows.

Text that is removed is ~~crossed out~~ and additions are underlined.

F. Vote. A concurring vote of all but one of the members of the Board of Appeals is required to grant a special permit or variance by said Board, and two-thirds concurring vote of the Planning Board is required to grant a special permit by said Board except when only a simple majority is required for multifamily housing, mixed-use development in centers of commercial activity within a municipality, and reduced parking space to residential unit ratio requirement, all pursuant to the specifications in Section 9 of the Zoning Act.

G. Certification and recording of special permit or variance. Any special permit or variance granted by a special permit granting authority shall be certified by said authority and show the name and address of the landowner or applicant if other than the owner. The notice of special permit shall identify the land affected, set forth compliance with statutory prerequisites and state that a special permit has been granted and certify that copies of the decision and all plans referred to in the decision have been filed with the City Clerk and the Planning Board. No variance or special permit, or any extension, modification or renewal thereof, shall take effect until a copy of the decision bearing the certification of the City Clerk that 20 days have elapsed and no appeal has been filed or, if such appeal has been filed, that it has been dismissed or denied is recorded in the Registry of Deeds with the date and time of such recording and indexed in the grantor index under the name of the owner of record or is recorded and noted on the owner's certificate of title. A special permit granted under this chapter shall lapse in ~~two~~ three years, which shall not include such time required to pursue or await the determination of an appeal, from the grant thereof, if a substantial use thereof has not sooner commenced except for good cause or, in the case of permit for construction, if construction has not begun by such date except for good cause.

Site Lines and Fence Height in Front Yards on Corner and Non-Corner Lots

Amend ARTICLE VI, Dimensional and Density Regulations, SECTION §235-25.K and §235-25.L, Additional dimensional and density provisions, as follows.

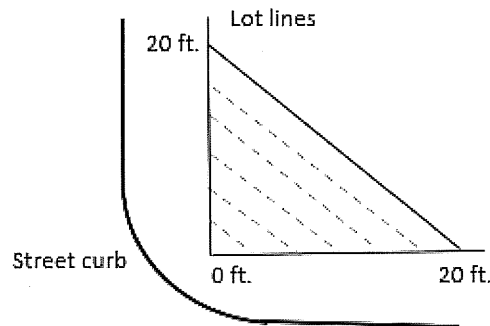
Text that is removed is ~~crossed out~~ and additions are underlined.

Section §235-25.K.

At no street intersection in any district shall any new or replacement organic material, excepting a lawn or ground cover, be planted or permitted to grow, nor any obstruction to vision exceeding the lesser of three feet in height above the plane established by the intersecting streets or 30 inches above the sidewalk be placed, nor shall existing organic material be permitted to grow above such height, on any lot within the triangular area formed by the intersecting curbs at a distance of 25 feet from the corner. Where curbs do not exist, measurement shall be made along edge of pavement.

K. For a corner lot in a district with a required front yard setback, a fence, wall, or other structure shall not exceed three feet in height above the plane of the intersecting streets herein (also see §202-4.1):

- a) Within the triangular area formed by measuring 20 ft. from the intersection of the property lot lines and bounded by a straight line connecting the two points.
- b) Notwithstanding §235-25.K(a), if a fence, wall, or similar structure is setback three feet from the lot line in the side yard as designated in §235-25.C they are exempt from the height restrictions in this section; and
- c) Otherwise, §235-25.L applies.



Section §235-25.L

A fence, hedge, wall, sign or other structure or vegetation may be maintained on any lot, provided that in the front yard area no such structure or vegetation shall be over three feet in height above the adjacent ground within five feet of the front lot line unless it can be shown that such vegetation will not restrict visibility in such a way as to hinder the safe entry of a vehicle from any driveway to the street.

L. For a non-corner lot, a fence, wall, or similar structure within the required front yard setback or from the front lot line to the line of the existing primary structure, whichever is less, shall not exceed three feet in height (also see §202-4.1(B)). Height is measured from the grade of land where the structure is installed. Existing retaining walls may be replaced in kind.

Site Plan Review Amendment

Amend ARTICLE V, Use Regulations, SECTION §235-16.1.E(5), Site plan review, as follows.

Text that is removed is ~~crossed out~~ and additions are underlined.

E.5 Convenience and safety of vehicular and pedestrian movement within and around the site and of the location of buildings, fences, walls, or other structures, and driveway openings, in relation to traffic and/or adjacent streets.

Vegetation Height for Corner Lots & in Yards along Streets - General Code Amendment

Insert ARTICLE I, General Provisions, SECTION §202-4.1 Vegetation Height, as follows.

Text that is removed is ~~crossed-out~~ and additions are underlined.

§202-4.1 Vegetation Height

A. For a corner lot, a hedge shall not exceed three feet in height above the plane of the intersecting streets, and/or any other leafy vegetation shall be maintained so as not to obstruct vision herein:

- i. Within the triangular area formed by measuring 20 ft. from the intersection of the property lot lines and bounded by a straight line connecting the two points.
- ii. Outside of the triangular area, §202-4.1(B) applies.

B. For all lots, a hedge shall not exceed three feet in height within three feet of the property line in the yard adjacent to the street and any other leafy vegetation shall be maintained so as not to obstruct vision of the public way. Height is measured from the grade of land where the vegetation is installed.

C. For existing vegetation, the determination regarding if vegetation is obstructing vision at an intersection or of the public way shall be at the discretion of the Director of Public Works,

Unit Size Amendment

Amend ARTICLE VI, Dimensional and Density Regulations, SECTION §235-25.I, Additional dimensional and density provisions, as follows.

Text that is removed is ~~crossed out~~ and additions are underlined.

Section §235-25.I

The gross floor area of each one family detached dwelling and per dwelling unit in a two family dwelling shall not be less than 768 square feet. The gross floor area in a multifamily dwelling shall not be less than 450 square feet for one bedroom dwelling units, 600 square feet for two bedroom units and 768 square feet for three bedroom or larger units.

Definitions of Family & Dwelling Amendment

Amend ARTICLE II, Word Usage and Definitions, SECTION §235-5, definitions, as follows.

Text that is removed is ~~crossed out~~ and additions are underlined.

Section §235-5

APARTMENT HOUSE

A building designed or intended or used as the home or residence of three or more families, each in a separate dwelling unit, living independently of each other, and who may have a common right in halls and stairways.

FAMILY

An individual or two or more persons related by blood or marriage living together as a single housekeeping unit and including necessary domestic help, such as nurses or servants, and further including, provided that the dwelling is owner occupied, not more than three lodgers or roomers taken for hire. A group of individuals (including necessary domestic help, such as nurses or servants, but excluding lodgers or roomers taken for hire) not related by blood or marriage but living together as a single housekeeping unit may constitute a family. For purposes of controlling residential density, each such group of four individuals shall constitute a single family.

DWELLING, ONE-FAMILY

A building containing one dwelling unit.

DWELLING, TWO-FAMILY

A building containing two dwelling units.

DWELLING, MULTIFAMILY

A building containing three or more dwelling units and including an apartment house, garden apartment house and multifamily dwellings

Amend Table of Use and Parking Regulations, SECTION 235 attachment 1, as follows.

Text that is removed is ~~crossed out~~ and additions are underlined.

Table of Use and Parking Regulations

Principal Use	Residential Districts						Business Districts					Industrial Districts		Parking Code (see § 235-32)
	SR	SR-A	SR-B	UR-A	UR-B	URC UR-D	BA BA-1	BA-2	BB BB-1	BC	BD	I	I-A	
5. Apartment house	—	—	—	—	S	P	—	—	—	—	P	—	—	B

James P. Mitchell
 Attorney at Law

Telephone: (781) 662-9195
 Fax: (781) 662-4428
 Email: jpmitchell@masslaw.net

20 West Emerson Street
 Melrose, Massachusetts 02176

October 12, 2022

By Hand

Shannon T. Phillips, City Solicitor
 City of Melrose
 562 Main Street
 Melrose, MA 02176

Re: Property: 0 Swains Pond Avenue, Melrose, MA 02176
 "Modified Definitive Plan Hillside Park, Melrose, MA", dated
 12/4/2019, as amended, prepared by Williams & Sparages,
 Engineers-Planners-Surveyors", recorded at MSDR June 9, 2021,
 as Plan 429 of 2021
 Owner: Laura, Szekely, Trustee of 0 Swains Pond Avenue Realty
 Trust u/d/t/d 5/21/2018

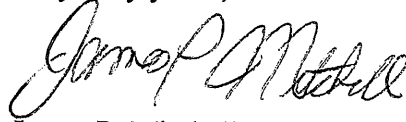
Dear Attorney Phillips:

Pursuant to our conversations, I am enclosing final signed originals of the following documents for submittal to the City Counsel in connection with the above development as follows:

1. Quitclaim Deed, Conditions and Easements (Lot 10 & Lots 5, 6, HOA);
2. Deed Easement and Restriction (Lot 1); and
3. Declaration of Easements, Covenants, Conditions and Restrictions (Lot 10 and portion of Lot 1).

Thank you.

Very truly yours,


 James P. Mitchell

JPM/rla
 Enclosures

cc: ✓ Denise M. Gaffey, Director and City Planner
 Office of Planning and Community Development

Attachment: Deed, Conditions, Easement Restrictions (ORDER-2023-60 : Easements for Patrick's Place Subdivision)

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QUITCLAIM DEED,
CONDITIONS
and
EASEMENTS

LAURA SZEKELY, TRUSTEE of 0 SWAINS POND AVENUE REALTY TRUST, a Massachusetts Nominee Realty Trust, u/d/t dated May 21, 2018 and filed with Land Registration Division of the Middlesex South Registry of Deeds on June 8, 2018 as Document 1789504 on Certificate 267856, Book 1528, Page 22, of 142 Haggett's Pond Road, Andover, MA 01810, with a mailing address of P.O. Box 27, Andover, MA 01810 (the "Grantor"),

for consideration of One and 00/100 (\$1.00) Dollar, and other consideration paid,

grant to the City of Melrose, a municipal corporation in Middlesex County, Commonwealth of Massachusetts (the "Grantee"), with its office in City Hall, 562 Main Street, Melrose, Massachusetts, 02176,

with **Quitclaim Covenants**, the following:

Lot 10 containing 90,573 sf± as shown on a plan of land entitled: "Modified Definitive Plan Hillside Park, Melrose, MA", a Subdivision Plan of Land in Melrose, Massachusetts, dated December 4, 2019, as amended, prepared by Williams & Sparages, Engineers-Planners-Surveyors, recorded at the Middlesex South District Registry of Deeds on June 9, 2021, as Plan 429 of 2021 (herein, "Lot 10" and/or the "Property").

The land conveyed is dedicated to conservation purposes in accordance with M.G.L. Chapter 40, Section 8C, and shall be held in the care, custody and administrative control of the Melrose Conservation Commission, a duly organized branch of said municipality having the same address for preservation in perpetuity; pursuant to valid majority votes of the Melrose City Council taken on _____, 2022,

Property: Lot 10 & Lots 5,6 on Plan 429 of 2021, & Patrick's Place HOA, 0 Swains Pond Ave, Melrose, MA 02176

Attachment: Deed, Conditions, Easement Restrictions (ORDER-2023-60 : Easements for Patrick's Place Subdivision)

Said conveyance subject to a Proposed Drain Easement as shown on said Plan 429 of 2021 and to a Proposed 15' wide Drainage Easement for the benefit of the Owners of Lots 5 and 6, Patrick Place, and to the Patrick's Place Homeowner's Association as shown on a Sketch Plan in Melrose, prepared by Williams & Sparages, dated March 31, 2022 attached hereto and incorporated herein.

Lot 10 shall be owned by the City of Melrose, and shall be maintained by the Patrick Place Homeowners Association under the guidance of the Melrose Conservation Commission.

The total acreage of the above noted parcel is 90,573 square feet of land, more or less according to said Plan 429 of 2021

THE GRANTOR AND GRANTEEES HAVE AFFIRMED, CONFIRMED AND ADOPTED THE FOLLOWING PURPOSES FOR THIS DEED:

- A. The property provides significant scenic, and aesthetic value in its present state as a natural area and open space;
- B. The property contains both wetlands and upland habitat.
- C. The Property abuts property known as "Hillside Park"; "Modified Definitive Plan Hillside Park, Melrose, MA", a Subdivision Plan of Land in Melrose, Massachusetts, dated December 4, 2019, prepared by Williams & Sparages, Engineers-Planners-Surveyors;
- D. The City of Melrose has promulgated that the "preservation and protection of open space and natural resources is a high priority for Melrose residents";

The terms of this Deed for Lot 10 are as follows:

- 1. **Prohibited Activities.** Except as otherwise herein provided, neither the Grantor nor the Grantee shall perform nor permit others to perform any of the following acts or uses on, over or under the Property:
 - a. Construction or placing of any building, tennis court, landing strip, mobile home, swimming pool, septic system, road, sign, fence, billboard or other advertising display, utilities, conduits, poles, antennas, towers, windmills, solar panels or other temporary or permanent structures or facilities on, over or under the ground;
 - b. Dumping or placing of soil, grass clippings, compost, yard debris or other substances on the ground as landfill or dumping or placing of vehicle bodies or parts, junk, trash, refuse, solid or chemical waste or unsightly or offensive materials or the installation of underground storage tanks;

- c. Cutting, removal or destruction of trees, grasses, shrubs, or other vegetation;
 - d. Use of the Property except for passive outdoor recreational purposes or other purposes that permit the Property to remain predominantly in its open condition;
 - e. Activities detrimental to drainage, flood control, water or soil conservation, wildlife or plant habitat, water quality, erosion control or scenic values;
 - f. Any other use of the Property or activity which would impair the conservation values of the Property as set forth herein unless such use or activity is necessary and desirable for the protection of those conservation values.
2. **Reserved Rights.** Notwithstanding anything contained in paragraph 1, the following activities shall be allowed or permitted on the property:
- a. Any activities designed to enhance the ecological and natural historical value of the Property or to enhance the awareness of such values, including but not limited to the creation of open space, all in accordance with the plan prepared by the Grantor and approved by the Grantee;
 - b. Activities designed to enhance the ecological or natural historic value of the Property, including wildlife habitat improvement;
 - c. Hiking, wildlife observation and other passive outdoor recreational and educational activities consistent with conservation purposes;
 - d. **Easement.** A perpetual easement is reserved to the Grantor, its heirs, successors or assigns, to be maintained by the Homeowner's Association at its sole costs and expense, an easement over the Easement Area being a portion of Lot 10 on a "Modified Definitive Plan Hillside Park, Melrose, MA", a Subdivision Plan of Land in Melrose, Massachusetts, dated December 4, 2019, prepared by Williams & Sparages, Engineers-Planners-Surveyors, and recorded as Plan 429 of 2021 as follows: The perpetual restriction, right and easement to construct and maintain, a drainage easement over Lots 5 and 6 as shown on the Modified Plan with the right to extend any ancillary items as needed, including the right and obligations of the Homeowner's Association or its successors in title to maintain and repair the Drainage System located within the Easement Area. The full consideration for the within easement is One and 00/100 (\$1.00) Dollar.
 - e. Such other activities as are consistent with conservation purposes.

3. The exercise of any reserved right shall be in compliance with the then-current Zoning By-law applicable to the Property, the Wetlands Protection Act (General Laws Chapter 131, Section 40) and all other applicable provisions of federal, state and local law.
4. **Access by the Public.** It is hereby agreed that the general public may pass and repass over the Property by foot, to and from adjacent land of said City of Melrose for purposes of quiet outdoor recreational and educational activities, provided
 - a. that any such activity shall be limited to daylight hours;
 - b. that dogs shall be leashed at all times;
 - c. that no motor vehicles of any kind shall be permitted;
 - d. that no dumping, waste disposal or littering of any kind be allowed.

To the extent permitted by law, the Grantor and the Grantee hereby expressly disclaim any duty to maintain the property or warn persons who may enter upon the same. Pursuant to M.G.L. c. 21, s.17c, neither the Grantor or the Grantee is liable to any member of the public who uses the Property in the absence of willful, wanton or reckless conduct by the Grantor or Grantee.

5. **Representations of the Grantee.** The Grantee represents that it is a municipality established, pursuant to Massachusetts General Laws, that it is organized and operated as a municipal entity with an intent and purpose of preserving and conserving natural resources, natural habitats, environmentally sensitive areas and for other scientific and educational purposes, that it has both the necessary funds and commitment to hold this land exclusively for conservation and to enforce its terms and that it is a “Qualified Organization” as that term is defined in Section 170 (h)(3) of the Internal Revenue Code of 1986, as amended.
6. **Binding Effect: Interpretation.** The burdens of these restrictions shall be deemed to run with the Property, shall be enforceable against the Grantor, the Grantor’s successors in title to the Property and any person holding any interest therein by the Grantee, its successors and assigns and its duly designated officers, members, employees or agents, and by the Hillside Park Homeowner’s Association.
7. **Effective Date.** The Grantor and the Grantee intend that the restrictions arising hereunder take effect when all the requisite signatures have been obtained and this document has been recorded in the Registry of Deeds.
8. **Termination of Rights and Obligations.** Notwithstanding anything to the contrary contained herein, the rights and obligations under this deed restriction of any party holding any interest, except that liability for acts or omissions occurring prior to

transfer and liability for the transfer itself if the transfer is in violation of this deed restriction shall survive the transfer.

9. **No Merger.** No future assignment of Grantor's or Grantee's interest in the Property or future acquisition of any additional interest in the Property by Grantor or Grantee shall cause this deed to merge with the fee or have the effect of causing any of the terms thereof to be rendered unenforceable by reason of the so-called "doctrine of merger".

For Grantor's title, see deed filed on June 8, 2018 at the Land Registration Division of Middlesex South Registry of Deeds as Document Number 1789503 on Certificate 267856. See also, Notice of Voluntary Withdrawal from Registration System filed with said Land Registration Division on June 9, 2021 as Document No. 01882591 on Certificate 267856, and recorded in Recorded Land at Book 77976, Page 232.

SIGNATURE PAGES TO FOLLOW

IN WITNESS WHEREOF, the Mayor of the City of Melrose, Massachusetts, hereto being duly authorized by the City Counsel for the City of Melrose, Massachusetts, hereby acknowledges the provisions of the Deed, Conditions and Easements connected hereto and has executed this Deed, Conditions and Easements on _____, 2022.

CITY OF MELROSE

By:

Name: Paul Brodeur

Title: Mayor

COMMONWEALTH OF MASSACHUSETTS)

)

COUNTY OF MIDDLESEX

On this _____ day of _____, 2022, before me, the undersigned notary public, personally appeared Paul Brodeur, as Mayor of the City of Melrose, Massachusetts, proved to me through satisfactory evidence of identification, which was Mass. Driver's License, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose.

Notary Public

My Commission Expires:

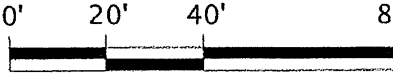
Attachment: Deed, Conditions, Easement Restrictions (ORDER-2023-60 : Easements for Patrick's Place Subdivision)

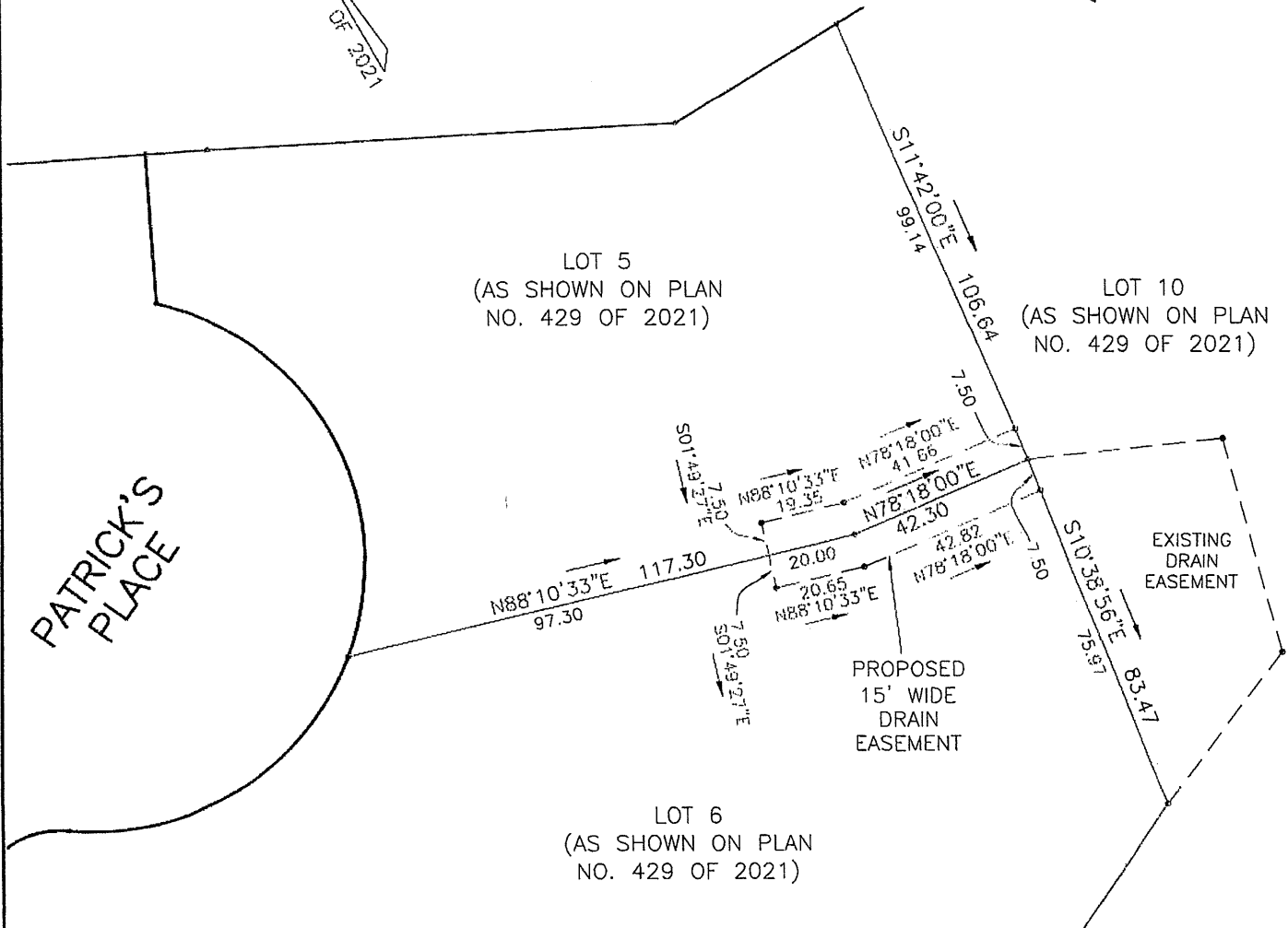
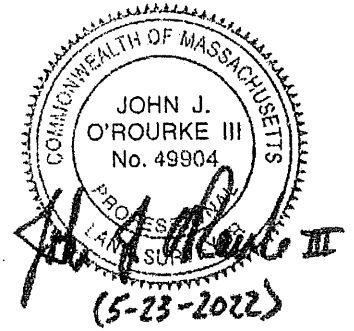
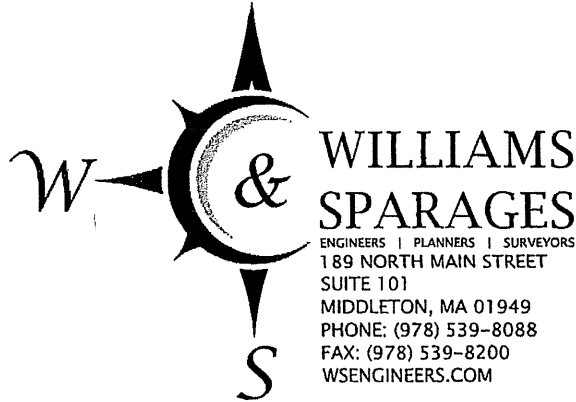
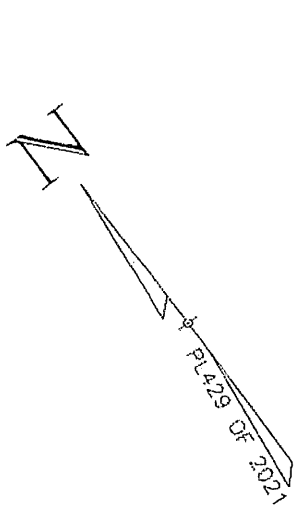
EXHIBIT/ATTACHMENT

Sketch Plan in Melrose, prepared by Williams & Sparages, dated March 31, 2022 showing proposed 15' wide Drainage Easement for the benefit of the Owners of Lots 5 and 6, Patrick Place, and to the Patrick's Place Homeowner's Association

Attachment: Deed, Conditions, Easement Restrictions (ORDER-2023-60 : Easements for Patrick's Place Subdivision)

SKETCH PLAN IN MELROSE, MA

SCALE: 1" = 40'  DATE: MARCH 31, 2022
SHOWING PROPOSED 15' WIDE DRAIN EASEMENT – LOTS 5&6



Attachment: Deed, Conditions, Easement Restrictions (ORDER-2023-60 : Easements for Patrick's Place Subdivision)

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DEED EASEMENT AND RESTRICTION

Property: **Lot 1** on Plan 429 of 2021. 0 Swains Pond Avenue, Melrose, MA 02176

WHEREAS, LAURA SZEKELY, TRUSTEE of 0 SWAINS POND AVENUE REALTY TRUST, a Massachusetts Nominee Realty Trust, u/d/t dated May 21, 2018 and filed with Land Registration Division of the Middlesex South Registry of Deeds on June 8, 2018 as Document 1789504 on Certificate 267856, Book 1528, Page 22, of 142 Haggett's Pond Road, Andover, MA 01810, with a mailing address of P.O. Box 27, Andover, MA 01810, and its successors and/or assigns (hereinafter, "0 Swains Pond Avenue Realty Trust" and/or "Grantor"),

is the Owner of land located in Melrose, Middlesex County, Commonwealth of Massachusetts, 02176, and known as **Lot 1** as shown on Plan entitled "Modified Definitive Plan Hillside Park, Melrose, MA", a Subdivision Plan of Land in Melrose, Massachusetts, dated December 4, 2019, as Amended, prepared by Williams & Sparages, Engineers-Planners-Surveyors, recorded at Middlesex South Registry of Deeds on June 9, 2021 as Plan 429 of 2021 (hereinafter referred to as "Modified Plan"), and being shown on Assessor's Map as Map G3, Parcel 36, and 36A.

RESTRICTION

The Grantor, as the owner of said **Lot 1 on the Modified Plan**, has agreed with the City of Melrose Planning Board as follows:

Attachment: Deed, Conditions, Easement Restrictions (ORDER-2023-60 : Easements for Patrick's Place Subdivision)

1. To restrict use of a portion of Lot 1 consisting of 18,850 square feet depicted on the Modified Plan in the nature of a grant of “Open Space Easement” and “Sight Distance Easement” (*hereinafter, the “Restricted Area”*), requiring that the Restricted Area be maintained in its current state to be used only as a grassy area, and further, that no plantings be made which, in any way, would inhibit the existing sight distance, for use by the public on Patrick’s Place, a private way within the City of Melrose.

and

2. 0 Swains Pond Avenue Realty Trust, and its successors and/or assigns, as the Owner of Record of Lot 1 on Modified Plan, has agreed with the Planning Board, City of Melrose, to maintain the Restricted Area as set forth above, and upon the sale of Lot 1 on the Modified Plan by said Trust, the maintenance of the Restricted Area shall be by the Patrick’s Place Home Owner’s Association.

4. The open space easement and sight distance easement shall run with the land and be undevelopable open space in perpetuity, and shall be binding upon all heirs, successors and/or assigns in title:

For title of 0 Swains Pond Avenue Realty Trust, see Deed filed on June 8, 2018 at the Land Registration Division of Middlesex South Registry of Deeds as Document Number 1789503 on Certificate 267856. See also, Notice of Voluntary Withdrawal from Registration System filed with said Land Registration Division on June 9, 2021 as Document No. 01882591 on Certificate 267856, and recorded in Recorded Land at Book 77976, Page 232.

EXECUTED as a sealed instrument this 13th day of JUNE, 2022.

0 SWAINS POND AVENUE

REALTY TRUST,

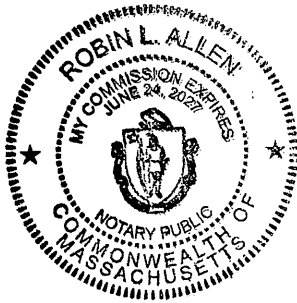
By: (duly authorized)

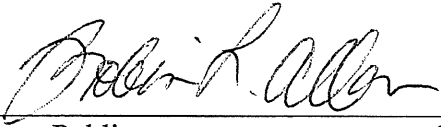

 Laura Szekely, Trustee

COMMONWEALTH OF MASSACHUSETTS)

COUNTY OF MIDDLESEX)

On this 13TH day of JUNE, 2022, before me, the undersigned notary public, personally appeared Laura Szekely, as Trustee of 0 Swains Pond Avenue Realty Trust, proved to me through satisfactory evidence of identification, which was Mass. Driver's License, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that she signed it voluntarily for its stated purpose, in her capacity as Trustee of 0 Swains Pond Avenue Realty Trust and that she has the authority to sign in that capacity.




 Notary Public Seal:
 My Commission Expires: 6/24/2027

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DECLARATION OF EASEMENTS, COVENANTS, CONDITIONS, AND RESTRICTIONS

Property: Lot 10 & portion of Lot 1 on Plan 429 of 2021, 0 Swains Pond Avenue, Melrose, MA 02176

Whereas, the Grantor, LAURA SZEKELY, TRUSTEE of 0 SWAINS POND AVENUE REALTY TRUST, a Massachusetts Nominee Realty Trust, u/d/t dated May 21, 2018 and filed with Land Registration Division of the Middlesex South Registry of Deeds on June 8, 2018 as Document 1789504 on Certificate 267856, Book 1528, Page 22, of 142 Haggett's Pond Road, Andover, MA 01810, with a mailing address of P.O. Box 27, Andover, MA 01810, for itself and its heirs, successors and/or assigns (hereafter referred to as the "Declarant") will construct or cause to be constructed on the Property shown on the "Modified Definitive Plan Hillside Park, Melrose, MA", a Subdivision Plan of Land in Melrose, Massachusetts, dated December 4, 2019, as amended, prepared by Williams & Sparages, Engineers-Planners-Surveyors, recorded at Middlesex South Registry of Deeds as Plan 429 of 2021, single-family houses as well as certain facilities for the common use and enjoyment of certain owners of record from time to time of title to the Lots depicted on the Modified Plan (hereinafter collectively "the Owners" and singularly as "Owner"), in order to create Open Space on all of Lot 10 and a portion of Lot 1.

Attachment: Deed, Conditions, Easement Restrictions (ORDER-2023-60 : Easements for Patrick's Place Subdivision)

Now, therefore, the Grantor, for itself and its heirs, successors and/or assigns, declare herein certain rights and restrictions on ALL OF Lot 10, and a portion of Lot 1, as follows:

1. The Property will be constructed, maintained and operated subject to the terms and provisions of the Permits and Approvals granted by the City of Melrose Planning Board as such approval may be amended from time to time.
2. Open Space Lots are designated as Lot 10 and THAT portion of Lot 1, DESIGNATED "PROPOSED OPEN SPACE EASEMENT AREA = 18,851 SF and shall remain undeveloped conservation land.
3. The Declarant does hereby establish and create for the benefit of the Trust and the LOT Owners and does give, grant, and convey to each such Trust and Owners the following non-exclusive easements, rights, obligations and privileges relative to the Open Space Lots shown on the Modified Plan, subject to the obligations of each of the Owners to pay a proportionate share of the cost of the maintenance, repairs, real estate taxes and insurance, if any, as hereinafter set forth:
 - (a) the right and easement to use and sole obligation to maintain the Open Space Lots, in common with the other Owners of the Lots, for passive recreational uses, no buildings or structures shall be constructed thereon, the Open Space Lots will remain in their natural state with no cutting or vegetation, trees or plant life allowed, other than that as depicted on the Modified Plan, approved by that which is prudent using current forestry

techniques, and subject to the obligations and together with the benefits of the provisions of the Homeowner's Association which shall control, operate and maintain the Open Space Lots and any Rules and Regulations promulgated by the Homeowner's Association, or their successors and assigns, and in compliance with any and all applicable wetlands regulations including any Order of Conditions issued by the City of Melrose Conservation Commission.

4. The Open Space Lots are subject to the Plan and the Permits and Approvals as issued by the City of Melrose Planning Board, as such Plan, Permits, and/or Approvals may be modified or amended.
5. Each Owner shall be further subject to the following:
 - (a) Expenses for the maintenance, repair and improvement relative to the Open Space Lots and ways shall be charged to the Owners and shall be assessed and collected by the Homeowner's Association in accordance with the terms and provisions set forth in the Homeowner's Association.
 - (b) Each Owner of a Lot shall be personally liable for all sums assessed as his or her share of such expenses.
 - (c) An Owner's share of such expenses shall constitute a lien upon his or her Lot. Such lien shall have priority over all other liens, except municipal lenience and first mortgages of record, subject to the terms and provisions of the Homeowner's Association.

- (d) A Certificate from the Declarant or Homeowners Association indicating that such common expenses have been fully paid shall discharge such lien upon recording in the Middlesex South Registry of Deeds.
6. Provisions of this Declaration of Easements, Covenants and Restrictions may be abrogated, modified, restated, rescinded or amended as aforesaid in whole or in part only by the Declarant, or by declaration in writing, executed and acknowledged by all Owners and first mortgagee's duly recorded with Middlesex South Registry of Deeds with the written assent of the Declarant and the City of Melrose Planning Board, and this Declaration may not otherwise be abrogated, restated, modified, rescinded or amended in whole or in part.
7. No Declarant shall ever be personally liable for any default or obligation under any covenant or agreement hereunder.

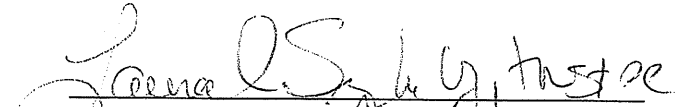
SIGNATURE PAGE FOLLOWS

EXECUTED under seal this 13th day of JUNE, 2022.

0 SWAINS POND AVENUE

REALTY TRUST,

By: (duly authorized)

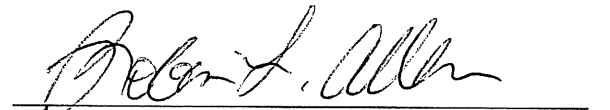

LAURA SZEKELY, TRUSTEE

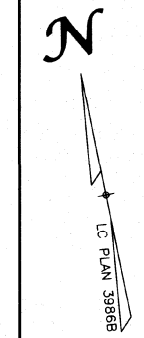
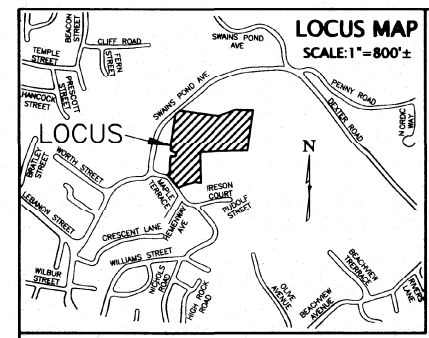
COMMONWEALTH OF MASSACHUSETTS)

COUNTY OF MIDDLESEX)

On this 13TH day of JUNE, 2022, before me, the undersigned notary public, personally appeared LAURA SZEKELY as TRUSTEE of 0 SWAINS POND AVENUE REALTY TRUST, as Grantor, proved to me through satisfactory evidence of identification, which was a *Mass. Driver's License*, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that she signed it voluntarily for its stated purpose. in her capacity as Trustee of 0 Swains Pond Avenue Realty Trust, and that she has the authority to sign in that capacity.



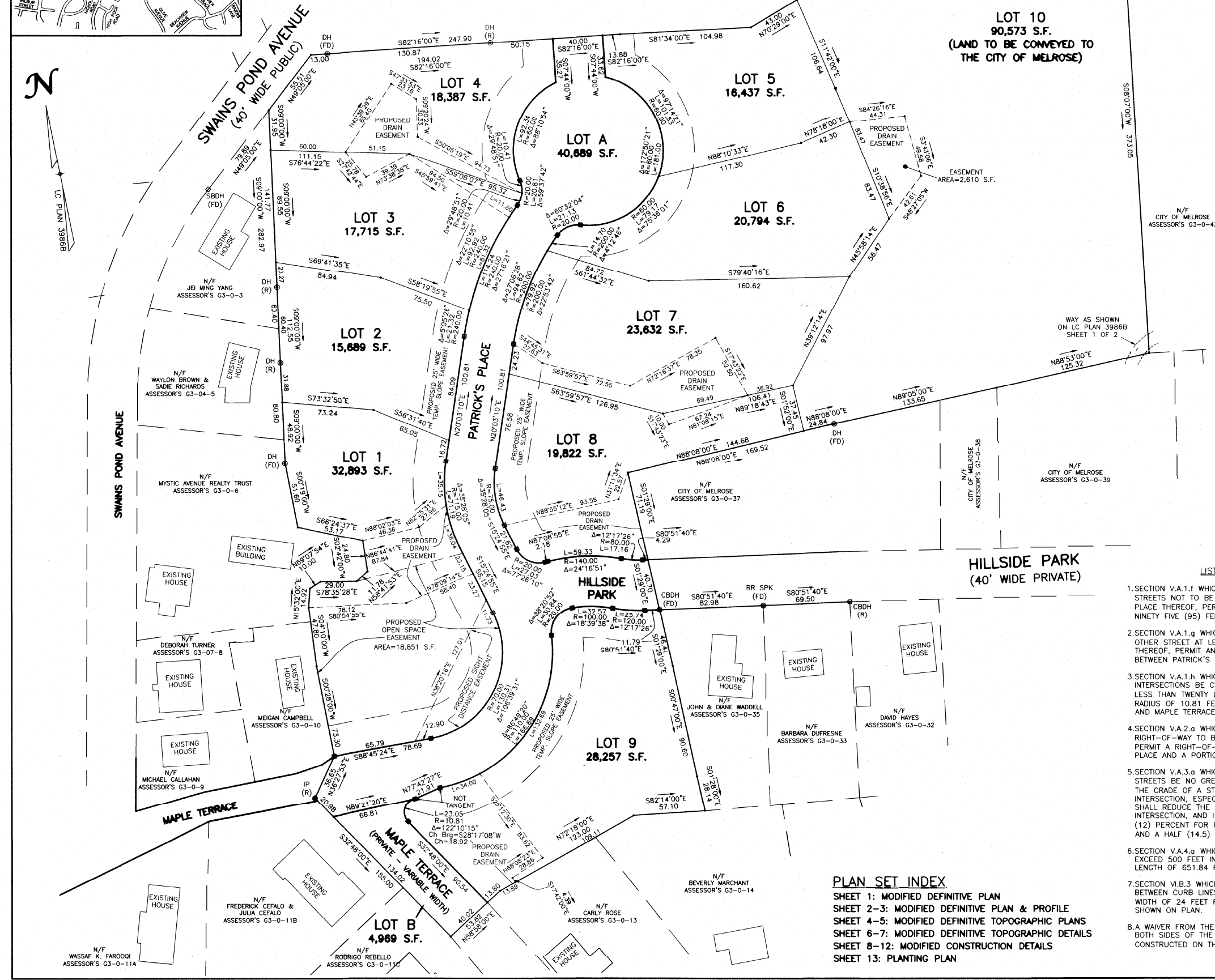

Notary Public Seal: 6/24/2027
My Commission Expires:



SWAINS POND AVENUE
(40' WIDE PUBLIC)

MAPLE TERRACE
(PRIVATE - VARIABLE WIDTH)

LOT 10
90,573 S.F.
(LAND TO BE CONVEYED TO THE CITY OF MELROSE)



LEGEND OF ABBREVIATIONS

- DH - DRILL HOLE
- SBDH - STONE BOUND DRILL HOLE
- CBDH - CONCRETE BOUND DRILL HOLE
- IP - IRON PIPE
- RR SPK - RAILROAD SPIKE
- (R) - RECORD
- (FD) - FOUND
- N.T.S. - NOT TO SCALE

ZONE: SR-A

- MINIMUM LOT AREA: 15,000 S.F.
- MINIMUM LOT FRONTAGE: 100 FEET
- MINIMUM LOT WIDTH: 100 FEET
- MINIMUM LOT DEPTH: 90 FEET
- MAXIMUM COVERAGE: 35%
- MINIMUM OPEN SPACE: 50%
- MAXIMUM BUILDING HEIGHT: 35 FEET
- MINIMUM FRONT YARD: 25 FEET
- MINIMUM SIDE YARD: 15 FEET
- MINIMUM REAR YARD: 40 FEET

LIST OF WAIVERS REQUESTED

- SECTION V.A.1.f WHICH REQUIRES CENTER LINE RADIUS OF CURVED STREETS NOT TO BE LESS THAN ONE HUNDRED (100) FEET, AND IN PLACE THEREOF, PERMIT CENTER LINE RADIUS OF NINETY (90) FEET AND NINETY FIVE (95) FEET ALONG PORTIONS OF PATRICK'S PLACE.
- SECTION V.A.1.g WHICH REQUIRES THAT NO STREET INTERSECTS ANY OTHER STREET AT LESS THAN SIXTY (60) DEGREES, AND IN PLACE THEREOF, PERMIT AN INTERSECTION ANGLE AS SHOWN ON PLAN BETWEEN PATRICK'S PLACE AND MAPLE TERRACE.
- SECTION V.A.1.h WHICH REQUIRES THAT STREET LINES AT INTERSECTIONS BE CUT BACK AND CONNECTED WITH A RADIUS OF NOT LESS THAN TWENTY (20) FEET, AND IN PLACE THEREOF, PERMIT A RADIUS OF 10.81 FEET AT THE INTERSECTION OF PATRICK'S PLACE AND MAPLE TERRACE.
- SECTION V.A.2.a WHICH REQUIRES THE MINIMUM WIDTH OF STREET RIGHT-OF-WAY TO BE FIFTY (50) FEET, AND IN PLACE THEREOF, PERMIT A RIGHT-OF-WAY WIDTH OF FORTY (40) FEET FOR PATRICK'S PLACE AND A PORTION OF HILLSIDE PARK AS SHOWN ON PLAN.
- SECTION V.A.3.a WHICH REQUIRES THAT GRADES OF NON-PRINCIPAL STREETS BE NO GREATER THAN TEN (10) PERCENT AND THAT WHERE THE GRADE OF A STREET EXCEEDS SIX (6) PERCENT AT AN INTERSECTION, ESPECIALLY WITH A PRINCIPAL STREET, THE SUBDIVIDER SHALL REDUCE THE GRADE FOR A REASONABLE DISTANCE FROM SUCH INTERSECTION, AND IN PLACE THEREOF, PERMIT A GRADE OF TWELVE (12) PERCENT FOR PORTIONS OF PATRICK'S PLACE AND FOURTEEN AND A HALF (14.5) PERCENT FOR HILLSIDE PARK AS SHOWN ON PLAN.
- SECTION V.A.4.a WHICH REQUIRES CUL-DE-SAC STREETS NOT TO EXCEED 500 FEET IN LENGTH, AND IN PLACE THEREOF, PERMIT A LENGTH OF 651.84 FEET TO THE CENTER OF THE CUL DE SAC.
- SECTION V.B.3 WHICH REQUIRES A MINIMUM WIDTH OF ROADWAYS BETWEEN CURB LINES OF 32 FEET, AND IN PLACE THEREOF, PERMIT A WIDTH OF 24 FEET FOR PATRICK'S PLACE AND HILLSIDE PARK AS SHOWN ON PLAN.
- A WAIVER FROM THE REQUIREMENT TO CONSTRUCT SIDEWALKS ON BOTH SIDES OF THE NEW SUBDIVISION ROADWAY. SIDEWALKS WILL BE CONSTRUCTED ON THE WESTERLY SIDE OF PATRICK'S PLACE.

PLAN SET INDEX

- SHEET 1: MODIFIED DEFINITIVE PLAN
- SHEET 2-3: MODIFIED DEFINITIVE PLAN & PROFILE
- SHEET 4-5: MODIFIED DEFINITIVE TOPOGRAPHIC PLANS
- SHEET 6-7: MODIFIED DEFINITIVE TOPOGRAPHIC DETAILS
- SHEET 8-12: MODIFIED CONSTRUCTION DETAILS
- SHEET 13: PLANTING PLAN

I CERTIFY THAT I HAVE CONFORMED WITH THE RULES AND REGULATIONS OF THE REGISTERS OF DEEDS IN PREPARING THIS PLAN.

William & Sparages LLC
WILLIAMS & SPARAGES LLC

CLERK'S CERTIFICATION ON THE PLAN

DATE: September 23, 2020

I, Amy Kamosa CLERK OF THE CITY OF MELROSE, DO HEREBY CERTIFY THAT THE NOTICE OF APPROVAL OF THIS PLAN BY THE PLANNING BOARD HAS BEEN RECEIVED AND RECORDED AT THIS OFFICE AND THAT NO APPEAL WAS RECEIVED DURING THE TWENTY DAYS NEXT AFTER SUCH RECEIPT AND RECORDING OF SAID NOTICE.

Amy Kamosa
CITY CLERK

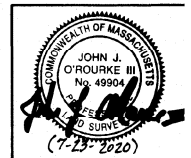
MELROSE
PLANNING BOARD

Paul Kelly
James J. Kelly
James J. Kelly Inc.
Carla M. Kelly

DATE: June 8, 2020

Carla M. Kelly, City Engineer

■ - DENOTES A GRANITE STONE BOUND WITH A DRILL HOLE TO BE SET.



NO.	REVISION	DATE
4	PEER REVIEW & PLANNING BOARD COMMENTS	7/23/2020
3	PLAN SET INDEX	5/13/2020
2	NO CHANGES TO THIS SHEET	3/11/2020
1	ADDED CONSTRUCTION DETAILS & REVISED STORMWATER	2/20/2020

MODIFIED DEFINITIVE PLAN
HILLSIDE PARK
MELROSE, MA

OWNER & APPLICANT:
O SWAINS POND AVENUE
REALTY TRUST
142 HAGGETT'S POND ROAD
ANDOVER, MA 01810

PROJECT LOCUS:
O SWAINS POND AVENUE
MELROSE, MA 02176
ASSESSORS' ID:
PARCEL 1: G3-0-36
PARCEL 2: G3-0-36A



0' 20' 40' 80'
SCALE: 1"=40'
DECEMBER 4, 2019

PLAN SHEET 1 OF 1
SHEET 1 OF 13



ANNE DESOUZA-WARD
Chairwoman

CITY OF MELROSE

RECEIVED

By Melrose City Clerk at 11:42 am, Jun 19, 2020

5.A.5.c

PLANNING BOARD

City Hall, 562 Main Street
Melrose, Massachusetts 02176
Telephone - (781) 979-4190
Fax - (781) 979-4290

DECISION OF THE MELROSE PLANNING BOARD

June 8, 2020

Modified Definitive Subdivision Plan for Swains Pond Avenue, Melrose, MA

Plans dated December 4, 2019 and revised February 20, 2020, March 11, 2020,
May 13, 2020 and May 27, 2020

Prepared by Williams & Sparages

Application of 0 Swains Pond Avenue Realty Trust

PROCEDURAL HISTORY

On December 30, 2019, 0 Swains Pond Avenue Realty Trust submitted a Modified Definitive Subdivision Plan pursuant to Massachusetts General Laws, Chapter 41, Section 81T and 81W, in order to modify the previously approved subdivision on Swains Pond Avenue. The original Definitive Subdivision Plan for the property was approved by the Planning Board on October 26, 1998, and endorsed on January 25, 1999. The original subdivision (referred to as the "Colucci Estates Subdivision") was also for nine single-family house lots but the Applicant has proposed to modify the lot lines and roadway design that were previously approved.

The subject property is 7.6 acres and is located off of Swains Pond Avenue and accessed via Maple Terrace and Hillside Park. The property is located within the SR-A District where single-family homes predominate and the minimum lot size is 15,000 square feet. In the immediate vicinity of the subject property are primarily single-family homes and City-owned conservation land. The Ripley School is approximately a half-mile from the site.

Though the Definitive Plan for the Colucci Estates Subdivision was approved in 1998, abutters on Maple Terrace legally challenged aspects of the Plan and the project was held up in Land Court until 2017. At dispute was whether the Colucci Estates property owner had claim over the entire segment of Maple Terrace that cuts through their property or if they only had claim up to the center line of the street. As a part of the settlement order, the Land Court found that the property owner had claims to that entire portion of Maple Terrace but the abutters were entitled to easements that allow them to pass and repass over the street in front of their homes. Those easements have been recorded at the Middlesex South Registry of Deeds.

After the Land Court matters were concluded in 2017, the property was purchased by the current Applicant and he appeared before the Planning Board with a new subdivision proposal, this time

Attachment: Swains Pond Avenue Subdivision - Decision FINAL Stamped 6_19_2020 (ORDER-2023-60) : Easements for Patrick's Place

for one with six lots. The Planning Board accepted the Preliminary Subdivision Plan at their meeting on December 18, 2017. On February 14, 2018, the Applicant withdrew the Preliminary Plan from consideration. A process to permit a dense multifamily development in accordance with MGL Chapter 40B was then initiated, which the City vehemently opposed. After nine months of meetings and correspondence between the City, the Applicant and the affordable housing financing agency MassHousing, MassHousing issued a Project Eligibility Letter to the Applicant on September 20, 2019, which enables them to construct 36 townhouse-style homeownership units on the property. The Applicant later decided to abandon the 40B proposal if they were able to successfully permit a modification of the nine-lot Colucci Estates Subdivision originally approved by the Planning Board.

The original project did not receive Site Plan Approval, an Affordable Housing Incentive Program Special Permit, or a Slope Protection Special Permit since those regulations were not yet in place when the Planning Board approved the project in 1998. The City Solicitor has accepted the Applicant's position that the eight-year zoning freeze commenced at the time that the legal matter was settled in 2017 and that the zoning in place during 1998 should be applied. Therefore, this subdivision modification does not require a Slope Protection Special Permit, an Affordable Housing Incentive Program Special Permit, or Site Plan Approval. In addition, no relief from the Zoning Board of Appeals is required as all nine lots conform to the dimensional regulations of the SR-A District.

PUBLIC HEARING

The Planning Board held public hearings on the Modified Definitive Subdivision Plan on January 27, 2020, when it was opened, May 4, 2020, May 18, 2020, and June 8, 2020, when it was closed. The first public hearing took place in the Cassidy Conference Room, 2nd Floor, City Hall, 562 Main Street while the other three meetings took place remotely through a video conference platform due to the COVID-19 pandemic. All minutes from the public hearing and meetings related to this Application and all documents and comments from the Department Heads, and the public are part of the record and are incorporated herein by reference.

Many abutters and others who attended the public hearings expressed considerable concern about this project, chief being the impact to the environment and potential damage to their homes from the excessive blasting. Concerns were exacerbated by the COVID-19 pandemic because abutters fear they will be home all day listening to the blasting and construction activity. There was also frustration regarding the inability to have in-person public hearings. While they were disappointed with the disruption to the ecosystem and construction impacts, abutters generally felt that the nine-lot subdivision would be preferable to the 36-unit 40B project. The Applicant communicated extensively with all the direct abutters and identified ways to improve the development and provide concessions to make the project more palatable for them.

The Planning Board asked many questions of the Applicant and his team and the documents and plans underwent many changes through the course of the review. Issues around blasting in particular were discussed at great length and the Applicant provided additional information regarding the blasting. A representative from Rock Splitters, the company that will be hired to

perform the blasting, said that his company has a niche in blasting near existing structures. With the house on the ledge they would work with the relief lines to mitigate disturbance and vibrations behind the blasted area.

The blasting contractor will inspect houses within 500 feet of the blast area while wearing full personal protective gear. Regulations require abutters within 200 feet be notified for pre-blast surveys but the Applicant has offered to pay for additional surveys at his expense. Neighbors will be notified by email or phone to schedule a convenient time. The pre-blast inspectors will be at each house for one to two hours depending on the conditions and about half of that time will be spent outside. Crack monitors will be utilized if needed. There are no registered wells within this area but any wells on abutting properties will be documented during the pre-blast inspection. Should any damage occur as a result of the blasting, affected homeowners will be covered by the blasting company's insurance. All homes in the new development will have radon detection systems in the event that radon is released from the blasting.

The Stormwater Management Plans were also reviewed extensively. The Applicant agreed to pay for a third party review of the Stormwater Plans and the impacts on the wetlands. These items were reviewed extensively by the Engineering Division as well. The plans underwent many changes as a result of these reviews and numerous conditions are included in this Decision which will ensure that drainage impacts are minimized. The Project was also subject to approval by the Conservation Commission for certain waivers of wetlands standards. The Conservation Commission approved the waivers and will issue an Order of Conditions to which this project will have to comply. All of the reports, plans and correspondence pertaining to stormwater review and wetlands protection are part of the record in this case.

There was considerable discussion about the work proposed for the Maple Terrace right-of-way and some concern that work would encroach on private property. The Applicant's engineer explained that all of the work will be within the right-of-way which is 24 feet wide at its narrowest point. He submitted the originating documents that show the width, which are old recorded plans from Land Court and they all mark the width as variable. They surveyed four of the surrounding properties based on their deeds to determine the property lines and are confident that the roadway with sidewalk will not encroach on private property. The proposed widening is consistent with the original subdivision plan approved by the Planning Board and it will allow for a four-foot-wide sidewalk, which will connect with the sidewalk proposed for the new subdivision road and the existing sidewalk on Swains Pond Road. The existing right-of-way is between 16 and 18 feet and the roadway is in very poor condition.

Direct abutters to this portion of Maple Terrace were generally supportive of the road widening and improvements and appreciated the mitigation measures that the Applicant offered to alleviate concerns. Among other concessions, the Applicant agreed to install granite curbing throughout the development including along Maple Terrace where it transitions to Swains Pond Ave; a bituminous curb treatment has originally been planned at that location. All mitigation measures and concessions discussed with abutters and documented by the Applicant to the Planning staff are part of the record in this case and will be implemented by the Applicant.

The Board also carefully considered the plan to modify the intersection of Swains Pond Avenue and Maple Terrace to ensure that it will provide adequate safety. The plan involves extending the sidewalk, striping a stop bar and adding a crosswalk at the end of Maple Terrace. There will be two stop signs added onto the final plans, including one on Maple Terrace at the intersection with Swains Pond Avenue and one on Maple Terrace at the junction with Patrick's Place. The Engineering Division supports the Applicant's plans and concurs that the changes should enhance safety and slow vehicular speeds. A condition is included in this Decision that requires the Applicant to evaluate the effectiveness of the roadway changes at the intersection after installation of the binder course on the new subdivision roadway. Should any issues arise, the City may require the Applicant to install a raised crosswalk at this intersection or make other modifications to improve safety.

The Planning Board felt strongly that pedestrian access to and from Hillside Park and Maple Terrace be maintained throughout the project and asked for a stated commitment that this will be the case. The Applicant confirmed his commitment to provide safe pedestrian and vehicular access to the existing homes on Hillside Park and Maple Terrace throughout construction. The development includes a plan showing details of the temporary access road which will be made out of gravel. This plan was considered satisfactory to the Board.

There were numerous additional revisions made to the plans to address feedback from the Board and concerns from participants in the public hearing. The surface detention area planned for the corner of Maple Terrace and Patrick's Place was redesigned as an underground retention area; additional catch basins were added on Maple Terrace to alleviate concern about water runoff; safety fencing was added to the top of the ledge cut on the border of lot 9 and the adjoining lots and giant arborvitae were added to the plan between the fence and the ledge cut to screen the view; a stockade fence was added to screen lots 1 and 2 and the existing homes on Swains Pond Ave and large trees were added along the lot line of lot 1; 18 street trees were included along Patrick's Place, the proposed homes on lots 2 & 3 were shifted toward the subdivision roadway and away from the existing homes on Swains Pond Ave and the Applicant described how the various retaining walls would be constructed with sensitivity to existing conditions and required ledge cuts and confirmed that rip rap walls will not be constructed.

There was discussion about the Home Owners Association (HOA) and how maintenance is expected to be performed, specifically for the stormwater management system. According to the Applicant, the HOA will commit two times the yearly maintenance cost into an operating fund and homeowners will be personally liable for damages. The City will have the right to perform maintenance at the HOA's expense if they are not performing it. Regular maintenance will be particularly important due to concerns about flooding in the neighborhood. Similarly, regular maintenance of the open space on Lot 1 will be required to provide the needed sight distance on Patrick's Place. These maintenance requirements are conditions of this Decision.

The Planning Board probed into the number of truckloads of stone that will be removed to give the neighbors a sense of the level of activity. The Applicant's engineer estimates that the quantity of rock blasted will be roughly 65,000 cubic yards. Some of the rock will be used for fill and some for retaining walls so not all of this rock will be removed from the site. It is estimated that

approximately 1,100 -1,200 truckloads will be removed over the course of the six-month duration anticipated for the blasting work. The Applicant also clarified that stone will not be crushed onsite.

There was considerable discussion around construction sequencing, construction oversight, hours of construction, and communication to abutters during construction. Construction will generally occur between the hours of 7AM and 3PM on Monday through Friday and not start before 8AM on Saturdays. No construction will be allowed on Sundays or holidays. The clerk of the works hired by the Applicant to oversee construction of the roadway and installation of the utilities will be subject to the approval of the City Engineer. Communication with the abutters will take place on a regular basis and the Applicant will personally make himself available to abutters by providing his cell phone and email for direct communication. Police details will be hired by the Applicant as needed to maintain safe conditions. A pre-construction meeting will occur prior to any activity related to this development with all of the relevant city officials to review these procedures, among others, and all of these items are conditions of this Decision.

WAIVERS

According to *The Rules and Regulations Governing the Subdivision of Land in Melrose, Massachusetts*, the Planning Board may waive its rules when “such action is in the public interest and is not inconsistent with the Subdivision Control Law.” The Modified Definitive Plan for Swains Pond Avenue required eight waivers from the Rules and Regulations Governing the Subdivision of Land in Melrose, Massachusetts, including:

1. A waiver from the minimum allowable centerline radii of 100 feet to allow the proposed centerline radii of 90 feet and 95 feet along portions of Patrick's Place.
2. A waiver from the minimum allowable intersection angle of 60 degrees to allow the proposed intersection angle of 58 degrees between Patrick's Place and Maple Terrace.
3. A waiver from the requirement that street lines at intersections be cut back and connected with a radius of not less than 20 feet to allow the proposed side line radius at the intersection of Patrick's Place and Maple Terrace of 10.81 feet.
4. A waiver from the minimum allowable width of street right-of-way of 50 feet to allow the proposed width of 40 feet for Patrick's Place and the improved portion of Hillside Park.
5. A waiver from the maximum allowable roadway grade of 10% to allow the proposed roadway grades of 12% for Patrick's Place and 14.5% for the improved portion of Hillside Park.
6. A waiver from the maximum dead end length of 500 feet to allow the proposed roadway length of 651.84 feet for Patrick's Place.

7. A waiver from the minimum width of roadways between curblines of 32 feet to allow the proposed width of 24 feet between curblines for Patrick's Place and the improved portion of Hillside Park.
8. A waiver from the requirement to construct sidewalks on both sides of the new subdivision roadway. Sidewalks will be constructed on the westerly side of Patrick's Place.

Several of these waivers are consistent with those granted by the Planning Board for the Colucci Estate Subdivision Plan. Others are new and will improve the layout and reduce the amount of blasting required to build the subdivision.

FINDINGS

The Planning Board found that the modifications made to the Definitive Plan for Swains Pond Avenue would result in an improvement over the previously approved Colucci Plan in terms of the subdivision design and impact to the land. Further, the nine-lot subdivision is vastly preferred over the 36-unit 40B proposal approved by MassHousing. By reviewing the project through the Modified Definitive Subdivision Plan process, the Planning Board is able to provide input into what ultimately happens on this site. If this site was instead the subject of a 40B proposal, it would only go before the Zoning Board of Appeals as a part of the Comprehensive Permit process.

The Planning Board noted that the nine lot subdivision was previously approved by the Board and that the conditions related to that approval are still valid. The major change from the original Definitive Plan to the Modified Definitive Plan involves moving Patrick's Place approximately 60 feet to the west. The road in the Colucci Estates plan would have crossed the wetland at an elevation approximately 10 feet lower than the wetland itself, which would have created a waterfall effect. Now, the crossing will happen at a lower section of the wetland and the road will be located about 10 feet higher than the wetland, causing less of a disturbance and allowing the crossing to comply with regulatory standards. Moving the roadway will also decrease the proposed grade for the improved portions of Hillside Park, allowing for a more gradual approach to the existing roadway, which is quite steep, and allow for a more uniform and consistent neighborhood within the subdivision. All nine house lots will be off the new road and have a similar appearance. The subdivision from 1998 would have included one house accessed directly from Swains Pond Avenue and built into the side of a cliff.

Other changes include the reduction in the width of the right-of-way from 50 feet to 40 feet and the extension of the length of the road from approximately 582 to 652 feet. All physical aspects of the road in terms of pavement, curbing, and sidewalks are identical to those in the Colucci Estates Subdivision. The road will continue to have a 12% grade, which is not ideal but is consistent with the Colucci Plan and done to minimize blasting. A four-foot wide sidewalk will be built along one side of the roadway. The Applicant will pay into the City's sidewalk fund for unbuilt portion of the sidewalk. A narrower right-of-way will improve the uniformity of the neighborhood, minimize blasting and land alteration and decrease the amount of impervious

surface area associated with the road. To help realize the benefits of moving the roadway and reducing the right-of-way, the Applicant proposes to decrease the center line turning radius in the cul-de-sac from 100 to 90 and 95 feet. The lot lines for the nine lots were also altered slightly to better work with the site's terrain and avoid unnecessary blasting. The result is lot sizes that are generally the same size as those in the Colucci Estates Subdivision.

The modified subdivision still includes a substantial contribution of land as open space. On the Colucci Plan, three lots totaling 66,723 square feet were to be conveyed to the city. The modified plan identifies lot 10 to be conveyed to the City for conservation purposes, which totals 90,573 square feet. The Applicant shall also place an open space and sight distance easement on lot 1 which will represent an additional 18,850 square feet. This mechanism is being used because the open space on lot 1 will provide necessary sight lines for the new road. It will be planted with a natural wildflower mix and maintained by the lot 1 homeowner. Lot 10, which will be conveyed to the City as conservation land for protection in perpetuity, will include an easement for maintenance of the stormwater management system. In total there is 109,423 square feet of land being deeded for open space protection which represents a 64% increase from what was outlined the Colucci Estates Plan.

The Planning Board found that granting the eight waivers to support the Modified Definitive Plan is consistent with *The Rules and Regulations Governing the Subdivision of Land in Melrose, Massachusetts*, is in the public interest, and is consistent with the Subdivision Control Law. The reduced centerline radius is sufficient to accommodate large public safety vehicles and solid waste removal trucks while minimizing the amount of impervious surfaces. The intersection angle at Patrick's Place and Maple Terrace is only two degrees less than the required minimum angle of 60 degrees. At 10.81 feet, the proposed side line radius at the intersection of Patrick's Place and Maple Terrace is three feet shorter than the 13.81-foot radius that the Planning Board initially approved for the Colucci Estates Subdivision. The reduction in the width of the roadway from 50 to 40 feet is consistent with other subdivision roads approved by the Planning Board and it helps reduce impervious surface area. The roadway grade of 12% for Patrick's Place is unchanged from the approved Colucci Estates Subdivision and the proposed grade for Hillside Park has been reduced from 15.5% to 14.5%. The length of the dead end road is 70 feet longer than the roadway in the Colucci Estates Subdivision, but the Board found that the length of the road would have little impact on the surrounding neighborhood and the greater length helps enable the improved wetland crossing. The width between curblines of 24 feet is consistent with other subdivision roads approved by the Planning Board. Finally, while the Applicant will only be providing sidewalks on one side of Patrick's Place, he will make a payment into the City's sidewalk fund and is also constructing a new sidewalk on Maple Terrace.

Based upon the aforementioned, and in consideration of the input received at the public hearing, the Planning Board voted to approve the Modified Definitive Subdivision Plan with the waivers cited above and subject to the following conditions:

CONDITIONS

#	Condition	Timeframe for Compliance	Verification Department (Initial)	Completed (Date)
1	Approval is for a Modified Definitive Subdivision Plan under the Rules and Regulations Governing the Subdivision of Land in Melrose, Massachusetts. All new construction and changes to the site shall be consistent with the information delineated on the plans dated December 4, 2019 and revised through May 27, 2020. Any deviation from the final approved plans and materials submitted as part of the application must be approved by the Planning Board in advance of construction, except as otherwise noted herein. This approval is based upon the following application materials and the plans submitted by the Applicant:			
	Date / (Stamp Date)	Submission		
	(1/6/20)	Initial Application submitted to the City Clerk's Office		
	(1/16/20)	Narrative Describing Plan Changes		
	1/16/20 / (1/16/20)	Memo from Attorney James P. Mitchell		
	1/27/20 / (5/8/20)	Color Site Plans		
	1/27/20 / (5/15/20)	Open Space Planting Rendering		
	2/17/20 / (5/4/20)	Sections with 87 Swains Pond Avenue		
	3/11/20 / (4/28/20)	Revised Stormwater Report		
	3/11/20 / (5/8/20)	Work Zone Map		
	3/27/20 / (4/28/20)	Response to DPW Review, Response to Peer Review		
	4/23/20 / (4/28/20)	Site Distance Sketches		
	(5/1/20)	Executive Summary, Presentation for 5/4/20 Meeting		
	(5/8/20)	Developer's Notes from 5/4/20 Meeting, Plan Showing Zoning Envelope		
	5/8/20 / (5/8/20)	Plan Showing Intersection of Swains Pond Avenue and Maple Terrace, Revised Construction Sequence		
	5/11/20 / (5/15/20)	Stormwater Pollution Prevention Plan		
	(5/12/20)	Questions from 1/27/20 Meeting		
	5/13/20 / (5/15/20)	Revised Modified Definitive Plans		
	5/14/20 / (5/15/20)	Blasting Plan, Response to Supplemental Peer Review		
	(5/15/20)	Retaining Wall Fence Examples, Retaining Wall Photos		
	(5/19/20)	Deeds and Plans for Maple Terrace		
	5/19/20 / (5/20/20)	Plan Showing Road Layout Widths on Maple Terrace		
	(5/20/20)	TOC for 5/18/20 Meeting		
	5/20/20 / (5/27/20)	Letter from Blasting Contractor		
	5/21/20 / (5/27/20)	Plan Showing Temporary Construction Road		
	5/26/20 / (5/27/20)	Plan Showing Blasting/Cut Depths		
	(5/27/20)	TOC for 6/1/20 Meeting, Questions from 5/18/20 Meeting, Stockade Fence Examples, Construction Sequence Diagram		
	(5/28/20)	Survey Methods		
	5/28/20 / (5/28/20)	Memo from Attorney James P. Mitchell		

2	Before endorsement of the plan, the construction of ways and installation of municipal services shall be secured by a covenant, in form and substance satisfactory to the City of Melrose, approval of which shall not be unreasonably withheld, whereby such ways and services shall be provided to serve any lot before that lot may be built upon or conveyed, as provided in General laws, Chapter 41, section 81-U, or by deposit of a satisfactory surety in form and amount acceptable to the City as provided in Chapter 41, section 81-U.	BP	OPCD	
3	The final plans presented to the Planning Board for Endorsement shall contain all of the plan elements discussed and agreed upon by the Applicant during the public hearing. Among other revisions, the final plans shall illustrate granite curbing extending the entire length of Maple Terrace to Swains Pond Road and stop signs on Maple Terrace.	Endorsement	PB	
4	The Applicant/Owner, its successors and/or assigns, shall be required to submit a schedule of values for the site and utility work so that a tripartite agreement can be developed commensurate with the estimated costs of the individual unit items.	BP	OPCD/ Engineering	
5	Prior to commencing construction, the Applicant/ Owner, its successors and/or assigns, shall be required to hold a pre-construction meeting with City officials to review procedures and conditions that must be maintained during construction.	BP	Engineering / Fire / Police / OPCD / Building Commissioner	
6	Prior to commencing construction, the Applicant/ Owner, its successors and/or assigns, shall be required to provide detailed information pertaining to the quantity of blasting and rock/earth removal, and details for blasting and rock/earth removal to be implemented prior to and during construction for review and approval.	BP	Engineering / Fire / Police / OPCD / Building Commissioner	
7	The Applicant/Owner, its successors and/or assigns, will be required to pay a one-time infiltration/inflow (I/I) fund contribution for any increase in proposed sewer flows compared to existing conditions. The current cost for this fee is \$6.89 per gallon per day (gpd), calculated using Title 5 flows to determine the pre and post-construction conditions. The Applicant shall contact Scott Dixon in the Engineering Division at 781-979-4172 to initiate this review.	BP	Engineering	

8	The Applicant/Owner, its successors and/or assigns, shall submit for Fire Department review and approval a written blasting plan including without limitation specific procedures and plans for drilling and blasting, safety, and protection, and documentation of pre-blasting conditions of bordering properties. The Plan will provide the option for abutters who are within 500 feet of the blasting locations to request a pre-blast survey at the Applicant's expense.	BP	Fire Department	
9	Construction of ways and installation of services shall be subject to the requirements of and inspection of the Department of Public Works and approved by the City Engineer. Given the extent of infrastructure work required to install this development, the Applicant/ Owner, its successors and/or assigns, is required to provide a full-time construction inspector during utility and roadway installation, to provide oversight, daily reporting, and recordkeeping to be provided to the City. The Engineering Division must approve the resume of the proposed Clerk-Of-The-Works.	BP	Engineering	
10	Street opening and utility permits will be required through the Engineering Division and can be obtained by bonded and insured contractors by contacting Rick Cantone, Staff Engineer, at 781-979-4172. The Engineering Division shall be notified at least 48 hours prior to any work in the public way or utility work. All work within or impacting the roadway must be performed in coordination with the Engineering Division and the Melrose Police Department, and any police and fire details required as part of the project are the responsibility of the Applicant.	BP	Engineering	
11	Utility permits for the individual lots shall not be granted without detailed design information for each home showing how appropriate water and sewer service connections can be accommodated.	BP	Engineering	
12	The Applicant/Owner, its successors and/or assigns, shall be required to perform confirmatory soil test pits to establish the vertical separation from the estimated season high groundwater table to the bottom of the system for the roof recharge systems.	BP	Engineering	

13	The Applicant/Owner, its successors and/or assigns, shall conduct flow and pressure calculations to determine if individual water booster pumps will be needed for the units in the proposed development. If booster pumps are warranted, they shall be provided by the Applicant.	BP	Engineering	
14	The Applicant/Owner, its successors and/or assigns, shall submit a detailed construction plan for the culvert replacement construction work at Maple Terrace for review by the Engineering Department prior to the commencement of this construction activity, and this plan should include additional sedimentation and erosion control provisions for this work. The construction work shall be done during low flow conditions.	BP	Engineering	
15	The Applicant/Owner, its successors and/or assigns, shall submit a final Landscape Plan prepared by a Registered Landscape Architect to the Engineering Division that shows specifics of the vegetated buffers along the abutting properties. In addition, all street trees shall be located at least 10 feet from utilities and driveways. If this cannot be achieved, the maximum separation possible from utilities should be maintained. All plantings should be guaranteed for a minimum of two years.	BP	Engineering	
16	The Applicant/Owner, its successors and/or assigns, shall submit two (2) paper copies of the Definitive Plan to the City Engineer upon final approval of the project and prior to commencement of construction.	BP	Engineering	
17	Safe pedestrian and vehicular access to Maple Terrace and Hillside Park shall be required to be maintained throughout construction. The Applicant/Owner, its successors and/or assigns shall provide the City Engineer and affected abutters with regular updates on the access conditions and roadway relocations.	During Construction	Engineering	
18	Construction vehicles shall access the site using main roads whenever feasible and avoid highly residential areas. No parking of construction vehicles shall be allowed within the City's right-of-way. There shall be no idling or disruptive queuing of construction vehicles.	During Construction	Engineering	

19	The Applicant/Owner, its successors and/or assigns, shall coordinate the schedule of trucking to the site associated with the ledge removal operation with the Police Department to determine if police details will be needed to mitigate impacts of the trucking.	During Construction	Police Department	
20	The Applicant/Owner, its successors and/or assigns, shall be required to maintain communication with City officials and abutters throughout construction	During Construction	Engineering	
21	Construction activities shall occur in accordance with the City of Melrose Noise Ordinance. The Applicant/Owner, its successors and/or assigns, shall employ accepted dust management standards and shall limit noise impacts to the extent practical. Construction hours shall generally be limited to between 7AM and 5PM daily, except for construction activity related to blasting and rock removal which shall be limited to between 7AM and 3PM daily. No construction activity shall begin before 8AM on Saturdays. There shall be no construction activity on Sundays or Holidays.	During Construction	Building Commissioner	
22	The Applicant/Owner, its successors and/or assigns shall make every effort to ensure that rock removal vehicles and equipment shall be outfitted with Broadband Noise (White Noise) backup alarm devices or backup alarms with proximity sensors rather than the conventional audible backup alarm to reduce excessive noise.	During Construction	Engineering	
23	All construction plans and procedures shall adhere to the Building Codes of the Commonwealth and City, including but not limited to safety measures required in regard to fencing on or near deep ledge cuts.	During Construction	Building Commissioner	
24	The Applicant/Owner, its successors and/or assigns, shall provide a mock-up of a typical retaining wall on site for review and approval by the Planning Board in the field. The Applicant/Owner shall also provide an example of the sloped placed stone wall. No rip rap shall be allowed.	During Construction	OPCD	
25	The Applicant/Owner, its successors and/or assigns, shall be responsible for solid waste removal from the property during construction. Trash and recycling curbside pickup, as well as snow removal, will be provided by the City's contractor once roadway paving is complete to the satisfaction of the Engineering Division. The City reserves the right to change this policy at any time.	During Construction	Engineering	

26	Any required backflow prevention devices must be registered for routine inspections with the City's subcontractor, Water Safety Services Inc., in Woburn, MA. The Applicant/Owner, its successors and/or assigns, must contact Water Safety Services at 781-932-8787 to add this address to the inspection list should cross connection controls be required. All initial inspections shall be completed prior to occupancy.	CO	Engineering	
27	The Applicant/Owner, its successors and/or assigns, shall be responsible for purchase and installation of standard City street signs in consultation with the City Engineer.	CO	Engineering	
28	The existing natural features, including trees and shrubs located outside the area of construction shall be protected and remain in a natural state during construction.	CO	Engineering	
29	The Applicant/Owner, its successors and/or assigns, shall be required to complete the subdivision roadway within two (2) years of approval of the Modified Definitive Subdivision Plan.	CO	Engineering	
30	Whereas sidewalks are only shown on one side of the proposed "Patrick's Place" road, the Applicant/Owner, its successors and/or assigns, shall be required to provide a contribution to the sidewalk fund in lieu of the second sidewalk. The sidewalk fund contribution shall be equivalent to the square footage of the sidewalk that is not being provided, times the cost at the time of project approval of installing cement concrete sidewalks under the City's applicable services contract.	CO	Engineering	
31	Telephone, electric/street lighting, CATV, and fire alarm feeds through the development shall be located underground.	CO	Engineering	
32	A Street Lighting Plan shall be submitted to the Engineering Department that depicts the final locations and design once determined by the utility provider.	CO	Engineering	

33	The Applicant/Owner, its successors and/or assigns, shall add short service connection liners at each service connection along the portion of sewer main on Maple Terrace downstream of the proposed connection for the project in order to allow this main to remain in service and serve the proposed development. Alternatively, the Applicant may replace the main and sections of the services on Maple Terrace at their expense.	CO	Engineering	
34	The Applicant/Owner, its successors and/or assigns, shall replace the water main on Maple Terrace from Swains Pond Avenue to the new "Patrick's Place" road, beginning at the sideline of Swains Pond Avenue with a new 8-inch gate valve.	CO	Engineering	
35	Should the Applicant/Owner, its successors and/or assigns, wish to extend gas service to the new development, it shall be the Applicant's responsibility to coordinate this work with National Grid and all costs shall be borne by the Applicant or National Grid. This work would also require a grant of location from the Melrose City Council.	CO	Engineering	
36	The Applicant/Owner, its successors and/or assigns, shall at his/her expense restore sidewalks, driveway aprons, curbing, roadway, street lights, pavement markings, and all other appurtenances on Swains Pond Avenue, Maple Terrace, and Hillside Park to their pre-construction condition or better. Roadway restoration will require curb-to-curb paving of any disturbed areas, including milling and inlaying to repair those areas. All curbing shall be made of granite.	CO	Engineering	
37	Following placement of the binder course on the new subdivision road, the Engineering Division shall evaluate the effectiveness of the roadway changes at Swains Pond Avenue and Maple Terrace in terms of safety and vehicular speed. The City Engineer shall require the Applicant/Owner, its successors and/or assigns, to install a raised crosswalk at the intersection or take other measures as reasonably necessary to improve safety.	CO	Engineering	

38	The Applicant/Owner, its successors and/or assigns, shall submit a checklist for monitoring and reporting requirements for items such as the stormwater management systems, wetland protection, landscaping, etc. during both the construction phase and the long term. The long-term checklist shall be provided to the homeowner's association to assist in their ability to follow through with the many tasks required of them once the Applicant's work is completed.	CO	Engineering	
39	The Applicant/Owner, its successors and/or assigns, is required to meet all components of the City's Stormwater Management Plan, including construction site monitoring that will take place to ensure erosion and sedimentation controls are accurate.	CO	Engineering	
40	The Applicant/Owner, its successors and/or assigns, shall submit a homeowner's association document that outlines the responsibilities of the Home Owners Association as it relates to the long-term maintenance of the stormwater management system, wetland protection, landscaping, etc. to the Engineering Division and the Office of Planning and Community Development.	CO	Engineering / OPCD	
41	The Applicant/Owner, its successors and/or assigns, shall convey the land on Lot 10 to the City of Melrose's Conservation Commission for preservation in perpetuity. The Applicant/Owner, its successors and/or assigns, shall reserve an easement over lot 10 to install and maintain an underground detention area.	CO	Conservation Commission	
42	The Applicant/Owner, its successors and/or assigns, shall submit a copy of the recorded easement and deed restriction to the Office of Planning and Community Development that designates the "Open Space Easement" and "Sight Distance Easement" just west of the intersection of Patrick's Place and Hillside on Lot 1 as undevelopable open space in perpetuity.	CO	OPCD	

43	The Applicant/Owner, its successors and/or assigns, shall submit final as-built plans to the Building Commissioner, the Engineering Division, and OPCD when construction of the project is completed. These plans must show all utilities, both above and below ground, including sizes, materials, and slopes, along with roadway grades, locations of structures, curb cuts, sidewalks, landscaping, etc. The Applicant shall resubmit revised plans pursuant to any comments provided by the Engineering Division. Final occupancy will not be issued without approved as-built plans.	CO	Engineering / Building Commissioner / OPCD	
44	The Home Owners Association shall be responsible for all maintenance requirements for each of the elements of the stormwater management system, with the exception of the individual roof drain systems, which are the responsibility of the individual homeowner. The requirement for maintenance must be incorporated into any homeowners' agreement.	Perpetual	Engineering	
45	The Home Owners Association shall be required to submit documentation to the City Engineer showing that the required long-term maintenance is being performed pursuant to the required schedules. Furthermore, the City shall have the right to enter and maintain all stormwater systems if adequate maintenance of the systems is not being performed, with costs assumed by the Home Owners Association. Similarly, the City shall have the right to enter and maintain the "sight distance easement" on Lot 1 if adequate maintenance is not being performed by the homeowner, with costs assumed by the Home Owners Association.	Perpetual	Engineering	

RECORD OF VOTE

The following members of the Planning Board voted to approve the Modified Definitive Plan for Swains Pond Avenue with the requested waivers from the *Rules and Regulations Governing the Subdivision of Land in Melrose, Massachusetts*, subject to the above-stated terms and conditions:

Michael Cassavoy
Anne DeSouza-Ward
Paul King

Carla Morelli
Sharon Petrillo
John Sadowski

Gregory Sampson
Jack Welch

No members of the Planning Board voted against the Modified Definitive Plan for Swains Pond Avenue. Robert Mercado abstained from the vote.

Modified Definitive Subdivision Plan
Swains Pond Avenue, Melrose, MA
Page 17 of 17

FOR THE MELROSE PLANNING BOARD

Greg Sampson
ELS

Gregory Sampson, Clerk

Attachment: Swains Pond Avenue Subdivision - Decision FINAL Stamped 6_19_2020 (ORDER-2023-60 : Easements for Patrick's Place

**WILLIAM I.
THOMPSON IV**

January 19, 2023

Lily Martin
Communications and Community Outreach
City of Melrose, Office of Mayor Brodeur
562 Main Street
Melrose, Massachusetts 02176

Dear Lily,

Thank you for the call on Wednesday regarding the appointment as a member of the Board of Registrars of Voters. I would like to confirm my interest in accepting this role.

Sincerely,

William I. Thompson, IV



WILLIAM I. THOMPSON IV

Sales & Marketing, Leadership

I have spent the past 30 years representing growth organizations in diverse roles including sales & marketing, accounting & finance, and strategic alliances & program development. My background consists of commercial representation for IBM Maximo Asset Management, HxGN Enterprise Asset Management (EAM), and other condition monitoring facilities intelligence software applications, services, and platforms.

I have been successful selling, marketing, and establishing long-standing business relationships by aligning with strategic partners to help fuel my company's growth.

My track record is represented by profitability and success. I am an independent thinker who surrounds himself with a strong, efficient, and effective network. I work diligently to instill a confidence in the organization and work to support that with daily execution as my core work ethic and principle.

I am interested in the Board of Registrars of Voters appointment as an opportunity to continue my interest in the civic process. I am a long-time volunteer for Melrose Little League, Babe Ruth, Melrose Youth Soccer, the City of Melrose Recreation, and Junior Achievement. I currently serve on the Board of Directors for Melrose Little League as acting treasurer. I have four sons active in youth sports and activities in Melrose and take great pride in our fantastic community.



STRENGTHS

Experience & Leadership
Marketing
Strategic Alliances
Sales
Business Development

SKILLS

Communications
Customer Engagement
Go-To-Market Strategy
Marketing Program Development
Sales Enablement
Team Collaboration

CONTACT

PHONE:

[REDACTED]

EMAIL:

[REDACTED]

EDUCATION

University of Massachusetts at Lowell

Manning School of Business – MBA Program
Completed Coursework 2021-22

Cornell University

Johnson Graduate School of Management – Graduate Level Certificate
Marketing Strategy – 2016

Harvard University

Extension School – Graduate Level Certificate
Special Studies in Administration & Management – 2004

Westfield State University

BS – Business Administration with concentration in Accounting – 1992

WORK EXPERIENCE

Newcomb Hollow Marketing Solutions – Managing Director

August 2022 – Current

- Enterprise Asset Management Sales & Marketing Strategy Consultant
- Website Analysis & Recommendation Reporting
- Disruptive Marketing Plans for Stagnant Industries

Datamura Solutions – Vice President, Sales & Marketing

April 2021 – August 2022

- Established sales and marketing function for innovation company.
- Created website and social media content.
- Developed sales pipeline and reporting structure.
- Led lead generation strategy and tactical execution.
- Published a facilities and engineering use case study with AstraZeneca.
- Presented facilities intelligence topic at international pharmaceutical technical-operations event.

JFC & Associates – Director, Sales & Marketing

February 2020 – March 2021

- Established sales and marketing function for consultancy business.
- Executed Business Development, Sales, Marketing, and Strategic Alliance function for EAM (Enterprise Asset Management) & IBM Maximo Asset Management software and solutions.
- Completed Zoho CRM design and deployment.
- Doubled LinkedIn professional followers.
- Tripled website traffic.
- Facilitated the Northeast Maximo User Group Meeting 2x annum.
- Nominated and received 2020 Internet of Things Platform Solutions award from reliabilityweb.com.

GenesisSolutions – Global Director, Asset Performance Optimization

July 2007 – January 2020

- Contributed and led sales and marketing efforts for global EAM Systems & Technology consulting practice.
- Created revenue stream for novel integrated CMMS & Asset Reliability service and delivery.

- Doubled company revenue in first five years through the creation and deployment of an integrated marketing communications program.
- Facilitated Global EAM Seminar and Pharmaceutical EAM Symposium schedule and program.
- Nominated and received 2017 Solutions award for Asset Criticality Ranking Tool from Uptime Magazine.

Work Technology Corporation – Eastern North America Sales Manager

August 2000 – July 2007

- Led IBM Maximo software, planning and scheduling, data validation, and service sales in Eastern United States, Canada, and the Caribbean.
- Helped increase customer base 1.5x and closed major energy sector and US National Laboratory accounts.
- Presented at annual Caribbean Maximo User Group meetings.
- Co-facilitated as Team Lead for Facilities Management Maximo User Group meetings.

Project Software & Development, Inc. (PSDI) – Accounting & Strategic Alliances Positions

August 1992 – August 2000

- Started career as Accounting Clerk
- Gained required experience as US Air Force Accounting & Finance college co-op through Westfield State College's program with Holyoke Community College.
- Promoted to Staff, Senior, and Supervisory Accountant positions.
- Managed rapid growth, expansion, acquisitions, and a successful IPO and secondary offering.
- Transitioned into a Strategic Alliances representative role, managing the Maximo Connect Partner Program.
- Functioned as Partner & Sponsor Manager for Maximo World Conferences 1996-2000, grew sponsorships and partner exhibition revenue year-over-year in same time frame.
- Awarded PSDI PRIDE Award 1999 for Outstanding Achievement.
- Selected to lead inaugural PSDI Events Committee to help maintain small company culture during rapid growth phase.
- Served as liaison between PSDI Executive Team and EAM Industry Analyst Community 1996-2000.

PERSONAL

Married to Anne with 4 sons (Liam, Jack, Benjamin & James)

Active in City Youth Sports and Leadership Ages K-High School

Jimmy Fund Dana-Farber Cancer Institute Summer Baseball Program Lead



CITY OF MELROSE

PAUL BRODEUR

Mayor

OFFICE OF THE MAYOR

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

MEMORANDUM

To: Melrose City Council
From: Mayor Paul Brodeur
Re: Melrose Board of Registrars of Voters
Date: January 24, 2023

I respectfully request the Honorable City Council confirm the appointment of registered Republican William I. Thompson, IV of 73 Beacon Street, to the Melrose Board of Registrars of Voters for a one-year term, said term to fill the appointment of Cynthia Silveria, who has resigned from the Board and whose term would expire on the last day of March 2024.

Mr. Thompson is a long-time volunteer for Melrose Little League, Babe Ruth, Melrose Youth Soccer, the City's Recreation Department, and Junior Achievement. Mr. Thompson has spent the past 30 years of his professional career in diverse roles including sales & marketing, accounting & finance, and strategic alliances & program development.

Mr. Thompson is eager to continue his service to Melrose by serving on the Board of Registrars of Voters and to continue his interest in the civic process.

Thank you for your consideration.



PAUL BRODEUR
Mayor

CITY OF MELROSE

OFFICE OF THE MAYOR

City Hall, 562 Main Street
Melrose, Massachusetts 02176
Telephone - (781) 979-4440
Fax - (781) 662-2182

MEMORANDUM

To: Melrose City Council
From: Mayor Paul Brodeur
RE: Commission on Disability Reappointments
Date: January 24, 20223

I respectfully request the Honorable City Council confirm the reappointments of the following Melrose Commission on Disability members:

- David Hoff, 46 Warwick Road, for a three-year term, said term to expire on the last day of February 2026.
- Garin Boyd, 12 Mt. Vernon St., Unit 31, for a three-year term; said term to expire on the last day of February 2026.

Under the leadership of Chair David Hoff and the membership Garin Boyd, the Commission on Disability, in partnership with the Mayor's Office, has played a pivotal role in moving forward the City's ongoing efforts to assess the current level of ADA compliance in City programs, services, activities, and City-owned facilities by initiating, and receiving grant funding for, our City's ADA Self-Assessment that has been completed by the Institute of Human Centered Design.

I look forward to their continued work in this area, as well as helping drive forward the City's slogan, "One Community, Open to All," through their collaboration with other community organizations such as Follow Your Art Studios, the Racial Justice Community Coalition, and Friends of METCO Melrose, to name a few.

Thank you for your consideration.

David Hoff
46 Warwick Road
Melrose, MA 02176

January 3, 2023

Mayor Paul Brodeur
Melrose City Hall
562 Main Street
Melrose, MA 02176

Dear Mayor Brodeur:

I am writing to request reappointment for another 3-year term to the City of Melrose Disability Commission.

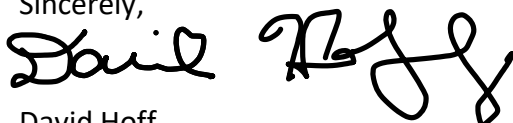
As an original member of the commission since 2020, I have played an integral role in the establishment and ongoing evolution of the commission. Since becoming chair in May 2021, I have worked to ensure that the commission functions in an effective manner operationally, while fulfilling its mission for Melrose to be a community that is fully accessible and welcoming to people with disabilities. Since the commission was established, we have worked to be responsive to city officials and departments in terms of disability issues, while also serving as a forum for city residents to raise issues and concerns. I am extremely proud to have led the development of the grant application to the Massachusetts Office on Disability to fund the accessibility Self-Evaluation and Transition Plan, which will serve as a long-term blueprint for the city to ensure an accessible and welcoming environment for people with disabilities. In addition to the completion and release of this plan, over the next year, the commission's priorities include continuing to increase its public presence and connections in the community, and working on an education program for community organizations on promoting access for people with disabilities.

My work on the commission is complemented by my professional role as an advocate for disability rights and inclusion, as a staff person at the Institute for Community Inclusion at UMass Boston. The knowledge and expertise from my 30+ years as a professional in the disability field, will continue to be a major asset in my role on the commission.

Attached is a professional CV with additional details on my background.

It would be an honor to continue to serve on this commission. Please let me know if you need any additional information.

Sincerely,



David Hoff

Name: **David P. Hoff, M.S.W.**

Title: Program Director
Institute for Community Inclusion
University of Massachusetts,
Boston, MA

Education

<u>Degree</u>	<u>Institution Conferring</u>	<u>Year</u>
B.S.	Cornell University (Business)	1981
M.S.W.	Rutgers University (Social Work)	1994

Professional Employment

<u>Organization</u>	<u>Nature</u>	<u>Years</u>
Our House, Inc. Berkeley Heights, NJ	• Employment Specialist • Project Manager	1991-1993 1993-1995
Institute for Community Inclusion Boston Children's Hospital & University of Massachusetts Boston	• Training Associate • Lead Training Associate • Project Coordinator	1995-1999 1999-2001 2001-2003
Metro North Workforce Board Cambridge, MA	• Associate Director	2003-2006
Institute for Community Inclusion University of Massachusetts Boston	• Senior TA Specialist • Program Director	2006-2011 2011-present

Representative Training/Consulting

<u>Where</u>	<u>Nature</u>	<u>Years</u>
Division of Vocational Rehabilitation State of Colorado	Online Training; a) <i>Career Counseling for Youth w/Intellectual Disabilities</i> ; b) <i>Technology & Students w/Intellectual Disabilities</i>	2021
Division of Vocational Rehabilitation Division for the Blind & Visually Impaired State of Vermont	Technical assistance on creating youth apprenticeships	Ongoing
Division of Developmental Disabilities State of Missouri	Program Director - training & technical assistance project for employment service providers	2018 - present
Community Transportation Association Washington, DC	TA staff for national project on inclusive transportation planning	2017 - present
WA State Transition Conference Tacoma WA	Conference keynote: <i>Maintaining Employment Focus for Transition</i>	2019

Professional Affiliations

National APSE, Rockville, MD

- Board Member – 2008 to 2016
- Board President – 2012 to 2014
- Co-Chair – Public Policy Committee – 2009 to Present

Massachusetts APSE, Boston, MA

- Board Member – 2011 to present
- Board President – 2015 to present

New England Business Associates (Community Rehabilitation Provider), Springfield, MA

- Board Member – 2002 to present
- Board President – 2008 to present

Imagine Enterprises (Service Provider, Technical Assistance Agency), Houston, TX

- Board Member – 2007 to present

Representative Publications

Hoff, D., Stoehr, M., Roy, S., DeYoung, A. (2021). Work-Based Learning for Students with High Support Needs: Themes, Strategies, and Policy Recommendations. Boston, MA: Institute for Community Inclusion

Hoff, D. (2020). Using Technology to Provide Quality Services Remotely. Boston, MA: Institute for Community Inclusion

Hoff, D. (2015). Ensuring Excellence in Community-Based Day Supports: A Guide for Service Providers and Staff. Boston, MA: Institute for Community Inclusion

Hoff, D. (2014). WIA is now WIOA: What the New Bill Means for People with Disabilities. Boston, MA: Institute for Community Inclusion

Hoff, D. (2013). Disability, Unemployment & Poverty. Communities & Banking: Fall 2013, Vol. 24, No. 4, pp. 16-18.

Hoff, D., Smith, F. (2011). Job Seekers with Disabilities at One-Stop Career Centers: An Examination of Registration for Wagner-Peyser Employment Services. Boston, MA: Institute for Community Inclusion

Kiernan, W., Hoff, D., Freeze, S., Mank, D. (2010). Senate Testimony Regarding the Reauthorization of the Workforce Investment Act (WIA) of 1998. Journal of Vocational Rehabilitation: Vol. 32, No. 1, pp. 1-14.

Kiernan, W., Hoff, D. (2011). Employment First: A Beginning Not an End. Intellectual and Developmental Disabilities: August 2011, Vol. 49, No. 4, pp. 300-304.

Hoff, D., Gandolfo, C., Gold, M., Jordan, M. (2000). Demystifying Job Development. St. Augustine, FL: Training Resource Network, Inc.



PAUL BRODEUR
Mayor

CITY OF MELROSE

OFFICE OF THE MAYOR

City Hall, 562 Main Street
Melrose, Massachusetts 02176
Telephone - (781) 979-4440
Fax - (781) 662-2182

MEMORANDUM

To: Melrose City Council
From: Mayor Paul Brodeur
RE: Commission on Disability Reappointments
Date: January 24, 20223

I respectfully request the Honorable City Council confirm the reappointments of the following Melrose Commission on Disability members:

- David Hoff, 46 Warwick Road, for a three-year term, said term to expire on the last day of February 2026.
- Garin Boyd, 12 Mt. Vernon St., Unit 31, for a three-year term; said term to expire on the last day of February 2026.

Under the leadership of Chair David Hoff and the membership Garin Boyd, the Commission on Disability, in partnership with the Mayor's Office, has played a pivotal role in moving forward the City's ongoing efforts to assess the current level of ADA compliance in City programs, services, activities, and City-owned facilities by initiating, and receiving grant funding for, our City's ADA Self-Assessment that has been completed by the Institute of Human Centered Design.

I look forward to their continued work in this area, as well as helping drive forward the City's slogan, "One Community, Open to All," through their collaboration with other community organizations such as Follow Your Art Studios, the Racial Justice Community Coalition, and Friends of METCO Melrose, to name a few.

Thank you for your consideration.

Mayor Paul Brodeur
Melrose City Hall
Melrose, MA 02176

Dear Mayor Brodeur:

Happy New Year! I hope this letter finds you well. I am submitting this letter of interest to ask for reinstatement onto to the Melrose Commission on Disability for a new term beginning February 2023.

During my first term, I have been very proud to have served on the Melrose Commission on Disability. I am emboldened by the work that has been done through this Commission. I feel like heading into 2023 that the Melrose Commission on Disability is situated in a strong place to continue its service to the community. I feel as though our meetings are productive, inclusive and mindfully managed by both our chair David Hoff and all the commissioners that attend. I am very excited that we received grant funding for our city's ADA assessment. After reading the report and providing feedback: it is evident that we have a lot of work yet to do. This report is a major step towards creating inclusive space and I am proud to be a part of what I believe to be an overwhelmingly positive move for Melrose.

I am still very committed to working for social justice in many previous positions I have held within the city of Melrose as well as surrounding areas. I continue to work actively with the Melrose Human Rights Commission on the Martin Luther King Jr. Day of Service. I am also a member of the steering committee for the Friends of METCO Melrose. I have recently started attending in-person meetings with the Racial Justice Community Coalition and I have been involved with EPIC (Engaging Parents in Conversation).

In the year ahead, I am working on getting a collaborative effort together the Melrose Commission on Disability and Follow Your Art Community Studios around storytelling. Follow Your Art has had a few very successful story-telling events in Melrose and they have been very successful. I have spoken to Kris Rodolico and we are hoping to get an event, focused on the stories of people with disabilities, together this summer. The pandemic has made it very difficult for us to reach out to the larger disability community with many people having concerns about getting sick. It is my hope that we can better identify members of our community with disabilities with a community event.

Thank you once again for consideration. I look forward to continuing to serve Melrose.

Sincerely,
Garin Boyd



PAUL BRODEUR
Mayor

CITY OF MELROSE

OFFICE OF THE MAYOR

City Hall, 562 Main Street
Melrose, Massachusetts 02176
Telephone - (781) 979-4440
Fax - (781) 662-2182

MEMORANDUM

To: Melrose City Council
From: Mayor Paul Brodeur
Re: Library Board of Trustees Reappointment
Date: January 31, 2023

I respectfully request the Honorable City Council confirm the reappointment of Peter Bowman, 24 Arlington Road, to the City of Melrose Library Board of Trustees for a three-year term, said term to expire the last day of February 2026. Mr. Bowman was recently appointed to the Library Board of Trustees in November 2022, as he replaced the appointment of Edward Waystack, who has resigned from the Board.

Melrose Public Library Director Linda Gardener supports my recommendation to reappoint Mr. Bowman, who as you know has previously served our City on the Melrose Traffic Commission, the Board of Chamber of Commerce, the Capital Improvement Plan Committee, and the Master Plan Committee. His experience will no doubt further the mission of the Board of Trustees, which sets policy for the library; administers funds appropriated by the City and such bequests as designated; approves the library's strategic plan; and advocates for the library in the community.

Thank you for your consideration.

Peter T. Bowman
24 Arlington Road
Melrose, Massachusetts

Dear Mayor Paul Brodeur,

I am writing to express my continued interest in serving on the Melrose Library Board of Trustees and being appointed to serve a full term. As we discussed last year when you asked me to serve out the term of a retiring Trustee, I think this is an exciting opportunity to serve the city and I feel my experience both professionally and being part of the community for many years will help me add value to the Board. I have had the opportunity to attend my first Board of Trustee meeting and work with Linda Gardener and my fellow Trustees while learning about the role and the exciting things currently occurring at the library as well as the new building.

As I communicated to you in previously and as you know, I have served on the Master Plan Committee, Traffic Commission, Board of the Chamber of Commerce and recently on the CIP committee and I think continuing in this new role will allow me to give back to the city. As we emerge from the pandemic libraries play a critical role in the community for all residents and I look forward to being involved with this effort. I will continue to be an active member of the Board providing guidance and support to the library staff and my fellow Trustees.

I want to thank you and the City Council for my consideration. If you need any additional information please don't hesitate to contact me. I look forward to the next steps in the process.

Sincerely,

Peter T. Bowman



PAUL BRODEUR
Mayor

CITY OF MELROSE

OFFICE OF THE MAYOR

City Hall, 562 Main Street
Melrose, Massachusetts 02176
Telephone - (781) 979-4440
Fax - (781) 662-2182

MEMORANDUM

To: Melrose City Council
From: Mayor Paul Brodeur
Re: Cemetery Commission Reappointment
Date: January 31, 2023

I respectfully request the Honorable City Council confirm the reappointment of Daniel O'Neill, 340 Main St., #703, to the Cemetery Commission for a three-year term; said term to expire on the last day of February 2026.

During Mr. O'Neill's most recent term, the Commission has embarked on several projects to improve the services provided by the Melrose Wyoming Cemetery, including the digitization of cemetery records. I am eager to see Mr. O'Neill's service on the Commission continue, ensuring the projects continue without interruption.

Thank you for your consideration.

January 24, 2023

Dear Mayor Brodeur,

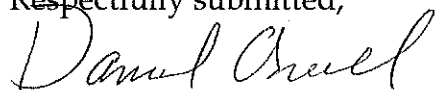
I have requested reappointment to the Wyoming Cemetery Commission for the following reasons.

There are currently several capital improvement projects underway namely:

1. Digitization of the cemetery records.
2. The paving of roads surrounding the new Vesper Avenue gravesite section.
3. Future gravesite expansions.

I would like to be given the opportunity to see these projects come to fruition.

Respectfully submitted,



Daniel O'Neill



PAUL BRODEUR
Mayor

CITY OF MELROSE

OFFICE OF THE MAYOR

City Hall, 562 Main Street
Melrose, Massachusetts 02176
Telephone - (781) 979-4440
Fax - (781) 662-2182

MEMORANDUM

To: Melrose City Council
From: Mayor Paul Brodeur
Re: Soldiers & Sailors Memorial Building Trustees
Date: January 31, 2023

I respectfully request the Honorable City Council confirm the reappointment of Soldiers & Sailors Memorial Building Trustee Michael Margolis, 22 Stowecroft Road, to a three-year term; said term to expire on the last day of February 2026.

Now more than ever, as the historic building recently entered a stage of preservation, Mr. Margolis has proven his dedication to preserving and honoring the Soldiers and Sailor's Memorial Building. I'm grateful for the stewardship of Mr. Margolis' and our other Soldiers and Sailors Memorial Building Trustees as Memorial Hall's exterior receives the repairs and maintenance it needs to be restored for future generations to come.

Thank you for your consideration.

Lily Wall
Communications & Community Outreach Coordinator
Office of Mayor Brodeur
Melrose City Hall
562 Main Street
Melrose, MA, 02176

3/23/2022

Dear Lily and Mayor Brodeur,

It has been an honor to serve as a trustee of the Sailors and Soldiers Memorial Building (Memorial Hall) for approximately 15 years now. Memorial Hall is a special place that helps bring our community together in so many ways. Over the years I have been fortunate to perform there with Polymnia Chorus and with Blue of A Kind Acapella group. I've been there for MSO performances, inaugurations, recitals and any number of other functions. Memorial Hall has always been a favorite place for me and I was greatly honored when former Mayor Rob Dolan asked me to join the board.

Memorial Hall has a special significance to me since it is a memorial, built to honor those who served and lost their lives in defense of our country. I am a veteran of the U.S. Army and served in Vietnam with many who never came home to continue serving the country we love. I've been blessed to do so. As trustee, I've always tried to make decisions that enhance and support the efforts of the building manager and staff to help create a welcoming space for all who attend events at Memorial Hall. I would hope to be re-appointed for another term as a Trustee to continue these efforts.

Lily asked me for a resume. I do not maintain one. I worked in the insurance industry for over forty years as an underwriter and agent. I was fortunate to maintain those positions and when I moved from the underwriting to agency side, I went with people who knew me and didn't need to see a resume. I retired in 2017 for not quite a year. Then, I started working part time for a former client. I continue working 15-20 hours a week for this company.

I hope this is sufficient information for you to contemplate my reappointment and look forward to hearing back from you at your convenience. Thank you for your consideration.

Sincerely,

Mike

Michael D. Margolis
22 Stowecroft Road
Melrose, MA 02176



CITY OF MELROSE

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

5.A.12.a

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

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

MEMORANDUM

To: Mayor Paul Brodeur
Melrose City Council

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

cc: Patrick Dello Russo, CFO/Auditor
Kathryn Armata, Treasurer Collector
Shannon Phillips, City Solicitor
James Troup, Assistant DPW Director – Administration & Finance

Date: January 13, 2023

Re: Authorization to Borrow MWRA LWSAP Funds for Water System Improvements

The Department of Public Works requests the Authorization to borrow funds to continue water distribution system improvements. Construction of said improvements would begin in the spring of 2023 and continue throughout the 2023 construction season. Projects proposed include the replacement and upgrade of over 1,600 linear feet of water infrastructure at the following locations:

1. Nowell Road
2. Henry Avenue
3. Trenton Street
4. Reading Hill Ave (to be bid as an add alternate and contingent on available funds)

REQUEST FOR AUTHORIZATION OF BOND (WATER)

The Department of Public Works respectfully requests that the City Council authorize the City Treasurer, with approval from the Mayor, to issue bonds or notes of the City to the aggregate principal amount of **Six Hundred Eighty Eight Thousand Dollars (\$688,000)** under the Water Enterprise System through MWRA LWSAP bonds for FY2023. In general, the borrowing will fund design, engineering and construction of programs that will continue to address water system improvement projects aimed at addressing leak history, fire flow capacity and water quality in the above-mentioned corridors and other areas throughout the system as required. This is a zero percent (0%) interest loan with a ten (10) year pay-back period commencing in FY 2024 (FY24).

The financial model shows that the Tier 1 water rates may be impacted by approximately \$0.07 per 100 cubic feet for FY24. However, in FY25, other loans are rolling off so that impact will become a net positive.

The funds borrowed pursuant to this Order will be deposited into Fund 6150.

The MWRA's Local Water System Assistance Program provides interest-free loans to member water communities for local water system improvement projects. Loan funds have been approved for distribution

Attachment: LWSAP 23_Council Memo MWRA_FINAL (APP-2023-12 : MWRA LWSAP Water Project Funding)

from fiscal year 2011 through fiscal year 2022. MWRA's goal in providing financial assistance to member communities is to improve local water systems to help maintain high quality water as it passes from MWRA's facilities through local pipelines to customers' taps. As of September 2022, Melrose has \$688,000 in eligible funding available to borrow within the parameters of this program. It is requesting the authorization to borrow said amount.



CITY OF MELROSE

Office of Treasurer-Collector

Kathryn J Armata
Treasurer-Collector

City Hall, 562 Main Street
Melrose, Massachusetts 02176
Treasurer - (781) 979-4162
Collector - (781) 979-4120
Fax - (781) 665-6877

MEMORANDUM

To: Melrose City Council
Mayor Brodeur

From: Kathryn Armata

Date: January 13, 2023

Re: Loan Order – Water Main bond

ORDERED: That the City appropriates \$688,000 to pay costs of water main improvements, including designing and constructing water main improvements that will address leaks, fire flow capacity and water quality in the Norwell Road, Henry Avenue, Trenton Street and Reading Hill Avenue corridors and throughout the City's water system, including all costs incidental and related thereto; that to meet this appropriation, the Treasurer, with the approval of the Mayor, is authorized to borrow said amount pursuant to Chapter 44, Section 8(5) of the General Laws, or pursuant to any other enabling authority, and to issue bonds or notes of the City therefor; that the Treasurer, with the approval of the Mayor, is authorized to borrow all or a portion of such amount from the Massachusetts Water Resources Authority (the "MWRA") and, in connection therewith, to enter into a loan agreement and/or financial assistance agreement with the MWRA and otherwise to contract with the MWRA with respect to such loan; and that the Mayor is authorized to take any other action necessary to carry out this project.

Pursuant to Section 56-14 of the City Ordinances, attached is a projection of the principal and interest costs on the bonds proposed to be authorized by the following loan order under consideration by the City Council. The payment schedule attached assumes a 10-year borrowing term, an interest rate assumption of 0% over the life of the borrowing, and a level debt service payment schedule. The debt service on these bonds will be paid from the Water Enterprise Fund. The borrowing may potentially impact water rates in the first year of repayment by seven cents or less than 1%, depending on other factors in the calculation. In the second year of repayment, higher levels of maturing debt will more than offset the issuance of the bond.

FINANCIAL IMPACT: See attached

Attachment: order water main bond (APP-2023-12 : MWRA LWSAP Water Project Funding)

MWRA Water Main Bonds

0% interest

\$ 688,000.00

Debt Schedule

	Principal	Interest
3/1/2024	\$ 68,800.00	0
3/1/2025	\$ 68,800.00	0
3/1/2026	\$ 68,800.00	0
3/1/2027	\$ 68,800.00	0
3/1/2028	\$ 68,800.00	0
3/1/2029	\$ 68,800.00	0
3/1/2030	\$ 68,800.00	0
3/1/2031	\$ 68,800.00	0
3/1/2032	\$ 68,800.00	0
3/1/2033	\$ 68,800.00	0
	\$ 688,000.00	\$ -

Business Name	Location	Owner / Emergency Contact		Expiration
Comella's LLC d/b/a Comella's	476A Main Street Street	Matthew Comella		12/31/2023
Santa Fe Burrito Grill Melrose	411-417 Main Street	Hector Angel		12/31/2023
Starbuck's Coffee Company # 7258	521 Main Street	Starbuck's Corporation	attn. manager	12/31/2023

Business Name	Location of Garage	Owner
RJM Motors Sales and Service	448 Franklin St	Ronald Wu

Expiration	ID
December 31, 2022	2008-082A



CITY OF MELROSE

Human Resources Department

Polina Latta

Director

platta@cityofmelrose.org

City Hall, 562 Main Street
 Melrose, Massachusetts 02176
 (P) 781-979-4145

MEMORANDUM

To: Melrose City Council
 From: Polina Latta, Director of Human Resources and Labor Relations;
 James Troup, Deputy Director Administration & Finance
 Re: Workplace Safety and Education Grant Program
 Date: January 3, 2023

Through the Human Resources Office and Department of Public Works, the City of Melrose has recently been awarded the Workplace Safety and Education Grant through the Executive Office of Labor and Workforce Development, administered by the Department of Industrial Accidents, Office of Safety. This grant is awarded in the amount of \$8,200.00 and issued under the provisions of Massachusetts General Law, Chapter 23E, Section 3. Reimbursement will be distributed after all contractual documents are signed by all parties involved. All training programs must be completed on or before June 30, 2023. **There is no match required for this grant.**

The Workforce Safety and Education Grant Program is intended to promote safe and healthy working conditions in the workplace through education and preventative measures. Through careful consideration, we have identified and been approved for two training topics:

1. **OSHA10 Training:** This training is intended to provide important OSHA 10 training to individuals who have not yet received this certificate.
2. **Defensive Driving:** This training is intended to educate DPW employees who have access to City Vehicles on best practices of operating City Vehicles and reviews defensive actions drivers can take to reduce the risk of an accident.

In our application, we stressed the importance of safety training for our DPW employees due to the high-risk factor of many of our employee's job responsibilities. While training is offered throughout the year, the goal is to reinforce best practices and provide resources for a safer working environment. This will result in healthier employees that may better serve the City, as well as potentially reduce Worker's Compensation expenditures and other costs associated with workplace accidents.

We look forward to offer comprehensive training to DPW employees, mitigating possible workplace hazards, and enforcing proper care in their everyday work environment. We respectfully ask Council to accept this \$8,200.00 grant award.

Attachment: Safety Grant Memo (GRANT-2023-3 : Workplace Safety Grant)



CHARLES D. BAKER
Governor

Office of the Governor Commonwealth of Massachusetts

State House
Boston, Massachusetts 02133
Tel: (617) 725-4000

KARYN E. POLITO
Lieutenant Governor

December 7, 2022

Chief Edward Collina
City of Melrose
576 Main Street
Melrose, MA 02176

Dear Chief Collina,

Congratulations! I am pleased to inform you that the Executive Office of Public Safety and Security and the Department of Fire Services (DFS) has awarded the City of Melrose \$19,000.00 in State Fiscal Year 2023 funding for the Firefighter Safety Equipment Grant Program.

Through great challenges in recent years, the fire service in Massachusetts has maintained the level of dependability and excellence that the citizens of the Commonwealth have come to expect. Please know how thankful I am for this, and how grateful I am to be able to provide your department with this important equipment.

The contract, terms and conditions, and other award documents for this program will be provided to you by DFS. Please contact Tim Moore at DFS with any questions about this award at 978-567-3721 or Timothy.Moore@mass.gov.

Sincerely,

Governor Charles D. Baker

Lt. Governor Karyn E. Polito



COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM

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

CONTRACTOR LEGAL NAME: City of Melrose (and d/b/a):		COMMONWEALTH DEPARTMENT NAME: Department of Fire Services MMARS Department Code: DFS	
Legal Address: (W-9, W-4): 552 Main St, Melrose, MA, 02176		Business Mailing Address: P.O. Box 1025, Stow MA 01775	
Contract Manager: Chief Edward J. Collina	Phone: 781-979-4404	Billing Address (if different):	
E-Mail: ecollina@cityofmelrose.org	Fax: 781-662-2304	Contract Manager: David Clemons	Phone: 978-567-3179
Contractor Vendor Code: VC6000192116		E-Mail: David.Clemons@mass.gov	Fax: 978-567-3121
Vendor Code Address ID (AD001) (Note: The Address ID must be set up for EFT payments.)		MMARS Doc ID(s): CT-DFS-1000-2023FFEGRANT0000000	
		RFR/Procurement or Other ID Number: BD-81549	
☒ NEW CONTRACT PROCUREMENT OR EXCEPTION TYPE: (Check one option only) ☐ Statewide Contract (OSD or an OSD-designated Department) ☐ Collective Purchase (Attach OSD approval, scope, budget) ☒ Department Procurement (includes all Grants - 815 CMR 2.00) (Solicitation Notice or RFR, and Response or other procurement supporting documentation) ☐ Emergency Contract (Attach justification for emergency, scope, budget) ☐ Contract Employee (Attach Employment Status Form, scope, budget) ☐ Other Procurement Exception (Attach authorizing language, legislation with specific exemption or earmark, and exception justification, scope and budget)		☐ CONTRACT AMENDMENT Enter Current Contract End Date <u>Prior</u> to Amendment: _____, 20____. Enter Amendment Amount: \$ _____. (or "no change") AMENDMENT TYPE: (Check one option only. Attach details of amendment changes.) ☐ Amendment to Date, Scope or Budget (Attach updated scope and budget) ☐ Interim Contract (Attach justification for Interim Contract and updated scope/budget) ☐ Contract Employee (Attach any updates to scope or budget) ☐ Other Procurement Exception (Attach authorizing language/justification and updated scope and budget)	
The Standard Contract Form Instructions, Contractor Certifications and the following Commonwealth Terms and Conditions document is incorporated by reference into this Contract and are legally binding: (Check ONE option): ☒ Commonwealth Terms and Conditions ☐ Commonwealth Terms and Conditions For Human and Social Services			
COMPENSATION: (Check ONE option): The Department certifies that payments for authorized performance accepted in accordance with the terms of this Contract will be supported in the state accounting system by sufficient appropriations or other non-appropriated funds, subject to intercept for Commonwealth owed debts under 815 CMR 9.00. ☐ Rate Contract. (No Maximum Obligation) Attach details of all rates, units, calculations, conditions or terms and any changes if rates or terms are being amended.) ☒ Maximum Obligation Contract. Enter total maximum obligation for total duration of this contract (or <u>new</u> total if Contract is being amended) <u>\$19,000.00</u>			
PROMPT PAYMENT DISCOUNTS (PPD): Commonwealth payments are issued through EFT 45 days from invoice receipt. Contractors requesting accelerated payments must identify a PPD as follows: Payment issued within 10 days ___ % PPD; Payment issued within 15 days ___ % PPD; Payment issued within 20 days ___ % PPD; Payment issued within 30 days ___ % PPD. If PPD percentages are left blank, identify reason: ☒ agree to standard 45 day cycle ___ statutory/legal or Ready Payments (M.G.L. c. 29, § 23A); ___ only initial payment (subsequent payments scheduled to support standard EFT 45 day payment cycle. See Prompt Pay Discounts Policy.)			
BRIEF DESCRIPTION OF CONTRACT PERFORMANCE or REASON FOR AMENDMENT: (Enter the Contract title, purpose, fiscal year(s) and a detailed description of the scope of performance or what is being amended for a Contract Amendment. Attach all supporting documentation and justifications.) FY23 Firefighter Safety Equipment Grant Program. This contract is for funds awarded under the Department of Fire Services' FY23 Firefighter Equipment Grant, in accordance with the FY23 Grant Application, and attached Grant Agreement Scope of Work and Budget. Funds for this program will be disbursed on a reimbursement basis only.			
ANTICIPATED START DATE: (Complete ONE option only) The Department and Contractor certify for this Contract, or Contract Amendment, that Contract obligations: ☒ 1. may be incurred as of the Effective Date (latest signature date below) and <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 June 30, 2023, with no new obligations being incurred after this date unless the Contract is properly amended, provided that the terms of this Contract and performance expectations and obligations shall survive its termination for the purpose of resolving any claim or dispute, for completing any negotiated terms and warranties, to allow any close out or transition performance, reporting, invoicing or final payments, or during any lapse between amendments.			
CERTIFICATIONS: Notwithstanding verbal or other representations by the parties, the "Effective Date" of this Contract or Amendment shall be the latest date that this Contract or Amendment has been executed by an authorized signatory of the Contractor, the Department, or a later Contract or Amendment Start Date specified above, subject to any required approvals. The Contractor certifies that they have accessed and reviewed all documents incorporated by reference as electronically published and the Contractor makes all certifications required under the Standard Contract Form Instructions and Contractor Certifications under the pains and penalties of perjury, and further agrees to provide any required documentation upon request to support compliance, and agrees that all terms governing performance of this Contract and doing business in Massachusetts are attached or incorporated by reference herein according to the following hierarchy of document precedence, the applicable Commonwealth Terms and Conditions, this Standard Contract Form, the Standard Contract Form Instructions and Contractor Certifications, the Request for Response (RFR) or other solicitation, the Contractor's Response (excluding any language stricken by a Department as unacceptable, and additional negotiated terms, provided that additional negotiated terms will take precedence over the relevant terms in the RFR and the Contractor's Response only if made using the process outlined in 801 CMR 21.07, incorporated herein, provided that any amended RFR or Response terms result in best value, lower costs, or a more cost effective Contract.			
AUTHORIZING SIGNATURE FOR THE CONTRACTOR: X: <u>Edward J. Collina</u> , Date: <u>12/9/22</u> (Signature and Date Must Be Captured At Time of Signature) Print Name: <u>Edward J. Collina</u> Print Title: <u>Chief of Department</u>		AUTHORIZING SIGNATURE FOR THE COMMONWEALTH: X: _____, Date: _____ (Signature and Date Must Be Captured At Time of Signature) Print Name: <u>David Clemons</u> Print Title: <u>Director of Operations</u>	

From: [Moore, Timothy \(DFS\)](#)
To: [DFS-TM - Grants, OPS \(DFS\)](#)
Subject: FY23 Firefighter Safety Equipment Grant Contract
Date: Thursday, December 29, 2022 11:40:06 AM
Attachments: [image002.png](#)
[image001.png](#)

Hi Everyone,

This message is to inform you that your FY23 Firefighter Safety Equipment Grant contract documents have been received and countersigned by DFS. You may begin placing equipment orders today. Due to the large volume of contracts being processed right now, it may be sometime next week before you receive an email containing a copy of your contract and a formal notice to proceed, but for those of you who wish to place orders before January 1st due to impending price increases, we wanted to let you know that you may go ahead and do that now.

Please let me know if you have any questions. Thanks.

Tim Moore

Fire Standard Compliant Cigarette Program Coordinator
 Department of Fire Services
 P.O. Box 1025 | Stow, MA 01775
 Desk: 978-567-3721
Timothy.Moore@mass.gov | www.mass.gov/dfs

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

Attachment: FY23 FFSEGP- Email Confirmation (GRANT-2023-4 : FY23 Firefighter Safety Equipment Grant)

Issued May
2004

COMMONWEALTH OF MASSACHUSETTS

CONTRACTOR AUTHORIZED SIGNATORY LISTING

CONTRACTOR LEGAL NAME: City of Melrose
CONTRACTOR VENDOR/CUSTOMER CODE: VC6000192116

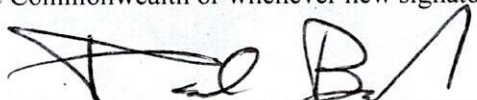
INSTRUCTIONS: Any Contractor (other than a sole-proprietor or an individual contractor) must provide a listing of individuals who are authorized as legal representatives of the Contractor who can sign contracts and other legally binding documents related to the contract on the Contractor's behalf. In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

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

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

AUTHORIZED SIGNATORY NAME	TITLE
PAUL Brodeur	CITY MAYOR
Edward Collina	Chief of Dept. - Fire

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


Signature

Date: 12/15/2022

Title: MAYOR

Telephone: 781-979-4442

Fax: 781-662-2132

Email: pbrodeur@cityofmelrose.org

[Listing can not be accepted without all of this information completed.]

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



FIRE DEPARTMENT CITY OF MELROSE

OFFICE OF THE CHIEF

Edward J. Collina
Chief of Department

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

To: City of Melrose – City Council
From: Chief Edward J. Collina
Date: January 4, 2023
RE: FY23 Firefighter Safety Equipment Grant

The City of Melrose Fire Department has been awarded \$19,000 in funding from the Executive Office of Public Safety & Security Department of Fire Services.

These funds will be used to purchase Self-Contained Breathing Apparatus (SCBA) equipment for the purpose of safety and equipment improvements within the Fire Department, such as air packs, cylinders, and face pieces.

SCBA are used to protect members against oxygen deficiency, gases, irritants, chemicals, and carcinogens, just to name a few, as there are over 200 known chemicals found in smoke on a fireground. This equipment is essential for allowing fire fighters to operate in hostile fireground environments.

The Fire Department's current SCBA equipment is aged-out and no longer covered by warranty. In order to stay in compliance with the National Fire Protection Association (NFPA), it is imperative that we purchase and replace the current aged-out equipment to keep our department members safe.

Respectfully,

Edward J. Collina
Chief of Dept.

Attachment: FY23 FFSEGP - City Council Letter - SIGNED (GRANT-2023-4 : FY23 Firefighter Safety Equipment Grant)

Department of Fire Services and the City of Melrose FY23 Firefighter Equipment Grant Agreement Scope of Work and Budget

Authorization: This grant is awarded by the Executive Office of Public Safety through the Department of Fire Services' FY23 Firefighter Safety Equipment Grant program for the purchase of firefighter safety equipment in accordance with the Acts of 2020 chapter 151 2D, the Department of Fire Services Earmark and Grants policy and procedures, and CMR 815, 2.00 State Grant Regulations.

Grant Project Description: Purchase of firefighter safety equipment as listed in the budget section of this Scope of Work.

Grant Manager: The MA Department of Fire Services and the grantee will each assign a grant manager with respect to this Scope of Work. It is anticipated that the grant manager will not change during the period the Scope of Work is in force. In the event that a change is necessary, the party requesting the change will provide prompt written notice to the other. In the event a change occurs because of a non-emergency, two-week written notice is required. For a change resulting from an emergency, prompt notice is required.

The MA Department of Fire Services grant manager will work closely with the grantee to ensure successful completion of the grant, will consult with the grantee to develop the Scope of Work, will coordinate input as needed, and will review and approve deliverables, progress reports and authorize acceptance and compensation of deliverables.

The grantee's grant manager will serve as the interface between the MA Department of Fire Services and all grantee personnel participating in this program, will maintain the Scope of Work and Budget in consultation with the MA Department of Fire Services grant manager, will facilitate regular communication with the MA Department of Fire Services grant manager including status reports/updates and review of performance against the Scope of Work, and will work closely with the MA Department of Fire Services to ensure successful completion of the grant.

The grantee's grant manager is Finance Administrator Rachel Jacobsmeyer who can be reached at: 576 Main Street Melrose, MA 02176, tel 781-979-4404, email: rjacobsmeyer@cityofmelrose.org. The MA Department of Fire Services grant manager is David Clemons, Director of Operations, 1 State Road, Stow, MA 01775, tel 978-567-3179, email: David.Clemons@mass.gov.

Budget: The funds may not be used to serve as a match for a federal grant. The funds may not be used for construction and all applicable local and state procurement requirements must be adhered to in the use of the grant funds. The grant funds must be used to purchase the following approved firefighter safety equipment.

Grant Award:

<i>Department</i>	<i>Description of allowable Equipment</i>
City of Melrose	Individual SCBA Facepiece SCBA Bottle Self-Contained Breathing Apparatus (SCBA)
Total Award	\$19,000.00

Reimbursement Request Process: The MA Department of Fire Services agrees to disburse funds on a cost reimbursement basis. All costs requested for reimbursement must be listed on the DFS Grant/Earmark reimbursement form. Appropriate supporting documentation for all non-salary costs must also be attached, including:

1. copy of invoice
2. proof of payment – cancelled check or similar other proof of payment documentation such as a copy of the City/Town warrant or invoice that is marked paid and signed as paid by the City/Town fiscal officer.

Period of Performance: Approved expenditures may not be made until a contract has been executed between DFS and the grant recipient. Expenses incurred prior to execution of a contract **will not** be eligible for reimbursement through this program.

Grant recipients must take delivery of equipment no later than June 30, 2023. Equipment delivered to the recipient after that date **will not** be eligible for reimbursement through this program unless approval for an extension has been already been granted in writing by the DFS grant manager.

Reimbursement requests must be submitted no later than July 28, 2023. DFS will only reimburse for costs incurred through the grant performance period, June 30, 2023.

Grant Extensions: Grant recipients may request a single performance period extension if extenuating circumstances beyond the control of the recipient (backordered equipment, supply chain disruptions, vendor errors, etc.) will prevent equipment from being delivered on or before June 30, 2023. Extensions for these purposes must be submitted to DFS by email no later than June 1, 2023. Approval of extension requests is at the sole discretion of DFS.

Grant Monitoring: The Department of Fire Services may conduct grant monitoring through either a desk-based review or on-site monitoring visits, or both, in order to obtain additional information or verify information related to grant spending, grant-funded activity, or grant award outcomes. Advance notice will be given prior to a site visit. Findings of non-compliance with

any portion of the terms of the FY23 Firefighter Safety Equipment Application, the executed Standard Contract Form, and the DFS Grant Agreement Scope of Work and Budget may result in a demand for funds to be returned to DFS.

Changes in Scope of Work or Budget: The grant project description and budget are fixed and any change would be a “material” change in the contract. “Material” changes to the project description (adding, deleting or altering items) or budget lines (deletions, additions or changes to items) will require both parties to execute a *Standard Contract Amendment Form*. Contract amendments may not be done retroactively and must be done prior to the grant end date.

Records Management: The grantee shall maintain records in accordance with 815 CMR 2.08. This regulation includes but is not limited to “... maintain records, books, files and other data as specified in a contract and in such detail as shall properly substantiate claims for payment under a contract, for a minimum retention period of seven years beginning on the first day after the final payment under a contract, or such longer period as is necessary for the resolution, of any litigation, claim, negotiation, audit or other inquiry involving a contract...”

Approved by:



City of Melrose

Edward J. Collina - Chief of
Department

Print Name and Title

12/9/2022

Date

Approved by:

Department of Fire Services

David Clemons, Director of Operations

Print Name and Title

Date

Attachment: FY23 FFSEGP - SOW - SIGNED (GRANT-2023-4 : FY23 Firefighter Safety Equipment Grant)

Ghobrial, Andrew

From: Fleischman, Margot
Sent: Monday, December 5, 2022 3:57 PM
To: City Council
Cc: *Mayor Brodeur; Dello Russo, Patrick
Subject: Materials for December 8 A&O meeting
Attachments: ARPA Update to City Council December 2022.pdf; ARPA Update Slides December 8, 2022.pdf; Finance Report to the City Council Slides December 8 2022.pdf; FY22 Free Cash update.pdf; 10 year General Fund Debt Plan.pdf; ARPA Approvals by Dept to date 10.18.22.pdf

Good afternoon Councilors,

Please find attached the following presentation materials and memos provided in advance of the A&O meeting this Thursday, December 8:

- **INFO-2023-10:** Request for American Rescue Plan Act (ARPA) funding update
 - **ARPA Update memo and slide presentation; ARPA approvals spreadsheet**
- **INFO-2023-11:** Update on the Status of the City of Melrose's Finances
 - **Finance Report slide presentation and 10-year General Fund Debt Plan**
- **INFO-2023-12:** An Update on the Status and Usage of Free Cash in the City of Melrose
 - **Free Cash update memo**

As always, should you have any questions, please do not hesitate to reach out.

Best,
 Margot

Margot Fleischman

(She/Her/Hers)

Chief of Staff

& Director of Strategic Initiatives and Communications

Office of Mayor Paul Brodeur

Melrose City Hall

562 Main St

Melrose, MA 02176

(781) 979-4440



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



PAUL BRODEUR
Mayor

CITY OF MELROSE

OFFICE OF THE MAYOR

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

MEMORANDUM

To: Melrose City Council/A&O Committee
From: Margot Fleischman, Director of Strategic Initiatives and Communication
Re: Update on use of American Rescue Plan (ARPA) funds
Date: December 8, 2022

On behalf of Mayor Brodeur, I am pleased to present the Honorable City Council with a further update on the use of Melrose's ARPA funds, including funds that have been spent or committed for specific projects. As you know, the City of Melrose has received total of \$8,374,174 in federal ARPA grant dollars. All ARPA grant funds must be spent or encumbered by December 31, 2024.

Approved ARPA projects

Since the last update to the Council, the following ARPA projects have been approved by the Mayor and CFO Patrick Dello Russo. Together with projects previously approved, this represents \$7.3 million investments in COVID-19 response, critical infrastructure, and organizational capacity.

• Schools Asbestos Abatement	\$90,000
• Community Conversations Initiative	\$25,000
• COVID-19 Sanitization-Custodial	\$65,000
• COVID-19 Disinfection (Schools)	\$128,000
• Labor Costs/Additional Cleaning and Sanitizing of Public Buildings	\$40,000
• HVAC Study and Implementation of A/C addition at MVMMS	\$1,050,000
• Tremont Fire House Update	\$151,205
• ARPA - Administration	\$4,500
• Addressing Food Insecurity	\$75,000
• Small Business/Non-Profits/Cultural Sector Support	\$150,000
• Police Department Vehicles	\$256,000
• Fire Department Vehicles	\$120,000
• Replacement Vehicle to Deliver Services (DPW)	\$23,000
• School Department Closing FY22 Budget	\$774,697
• Address COVID-19 Backlog of IT Infrastructure and Cybersecurity Projects	\$26,000

A complete list of all ARPA project approvals is attached to this memo and is also available on the City of Melrose webpage at: www.cityofmelrose.org/mayor/pages/ARPA

Attachment: Materials for December 8 A&O meeting (INFO-2023-10 : Request for ARPA update)

Budgetary Adjustments

As part of our regular tracking of ARPA project expenditures, Assistant Auditor Kerri Golden and I have periodically reviewed approved projects and, in consultation with the relevant department heads, have made budgetary adjustments as appropriate.

In cases where the amount originally budgeted exceeded what was necessary, those excess funds have been released back to available ARPA funds to be used for another project subject to the Mayor's review and approval. All budget adjustments have been reflected in the budget documents provided to the Council and posted on the City of Melrose website. The following projects have been adjusted since our last update to the Council:

	Original	Revised
• Social Services Coordinator	\$213,847	\$200,330
• Economic Recovery Director	\$417,000	290,000
• At-Home COVID tests	\$30,000	\$1,824

ARPA expenditures to-date

As of November 30, 2022, the City has expended \$3,189,685 of our ARPA allocation and has encumbered a further \$392,804.

Temporary moratorium on new ARPA allocations

Given the current financial uncertainty, including the potential impact of rising inflationary pressure on both labor and material costs, as well as the School Department structural deficit, the Mayor has chosen to reserve the remaining \$1.05 million in order to provide for maximum flexibility in the year ahead. However, it remains a high priority for the City to spend or allocate all ARPA funds by the December 2024 deadline.



ARPA Update

ARPA Basics

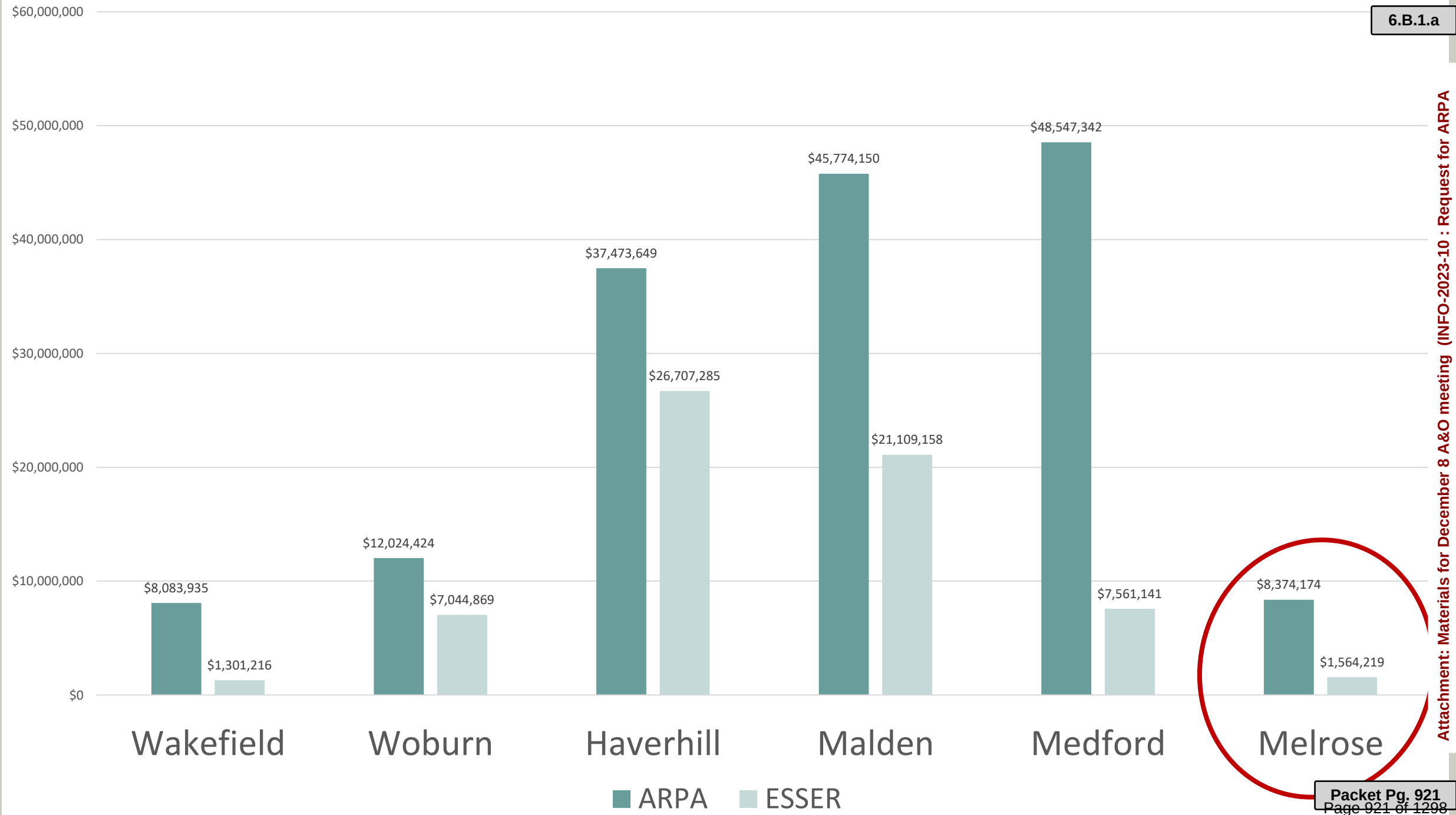
- Federal grant to the City in the amount of \$8,374,174 – based primarily on population.
- All funds must be spent or encumbered by December 31, 2024.
- Administered by the Mayor in consultation with CFO and staff taskforce.
- Advised by consultants from the accounting firm of Clifton Larson Allen, LLP.
- Audited as part of the City's annual single audit and subject to future federal audit.

Members of the Mayor's ARPA Staff Taskforce

- Patrick Dello Russo (CFO)
- Kathryn Armata (Treasurer/Collector)
- Kerri Golden (Auditor's Office)
- Denise Gaffey (OPCD)
- Chief Ed Collina (Fire)
- Chief Mike Lyle (Police)
- Allan Alpert (Emergency Management)
- Margot Fleischman (Mayor's Office)
- Neal Ellis (IT)
- Elena Proakis Ellis (DPW)
- Jim Troup (DPW)
- Jay McNeil (DPW)
- Anthony Chui (HHS)
- Leia Secor (School Finance Dept)

Federal Relief Aid Regional Comparisons

<u>Community</u>	<u>Population</u>	<u>ARPA</u>	<u>ARPA per capita</u>	<u>ESSER</u>	<u>ESSER per student</u>
Wakefield	27,045	\$8,083,935	\$299	\$1,301,216	\$392
Woburn	40,228	\$12,024,424	\$299	\$7,044,869	\$1,640
Haverhill	64,014	\$37,473,649	\$585	\$26,707,285	\$3,451
Malden	60,470	\$45,774,150	\$757	\$21,109,158	\$3,460
Medford	57,341	\$48,547,342	\$847	\$7,561,141	\$1,879
Melrose	28,016	\$8,374,174	\$299	\$1,564,219	\$417



Mayor's Priorities

- Identifying the areas of greatest need and relevance for Melrose's economic and public health recovery, including mental health and wellness
- Making much needed investments in City infrastructure
- Maintaining financial stability

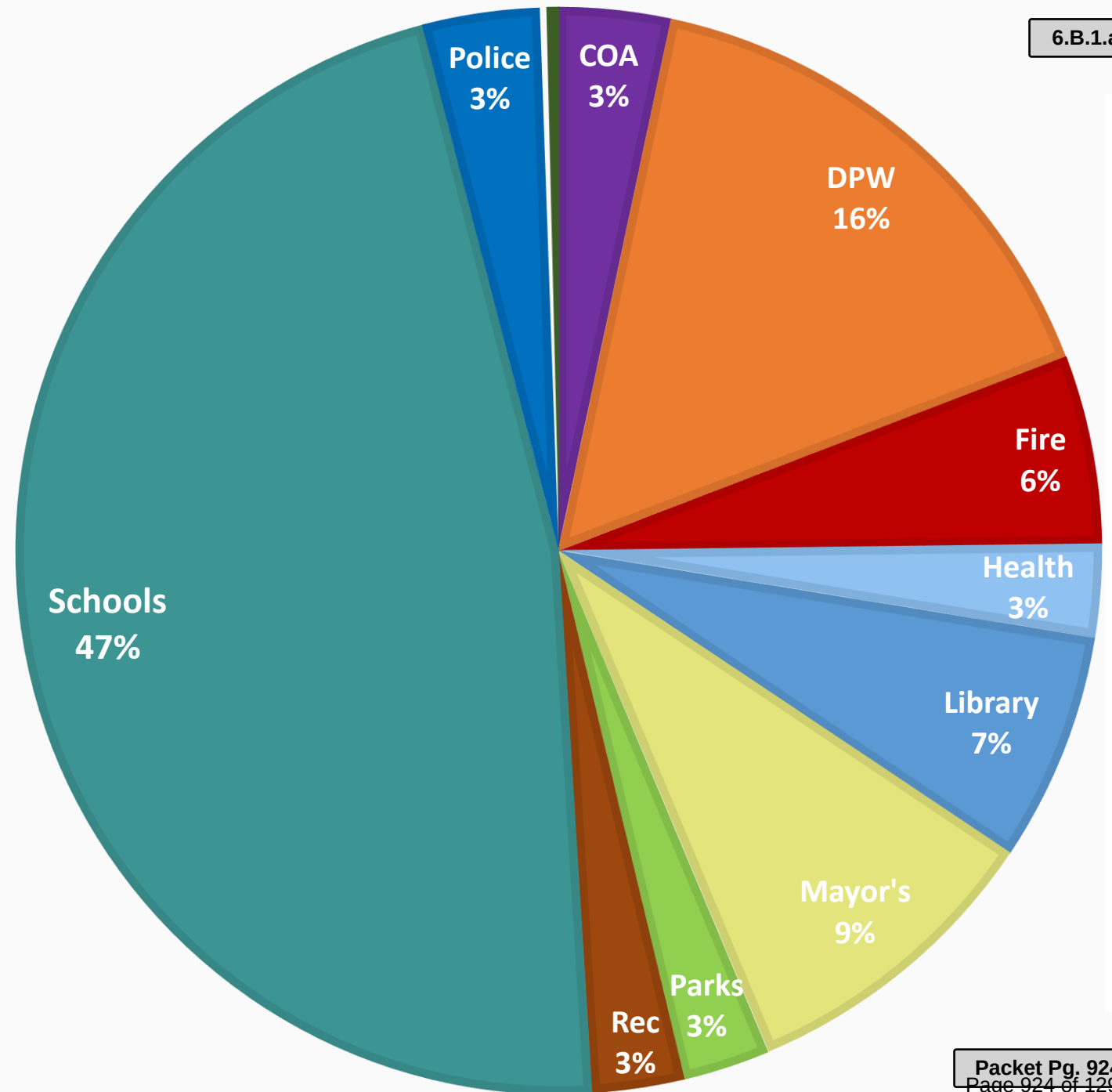
ARPA Approvals To-Date

34 projects from
12 departments

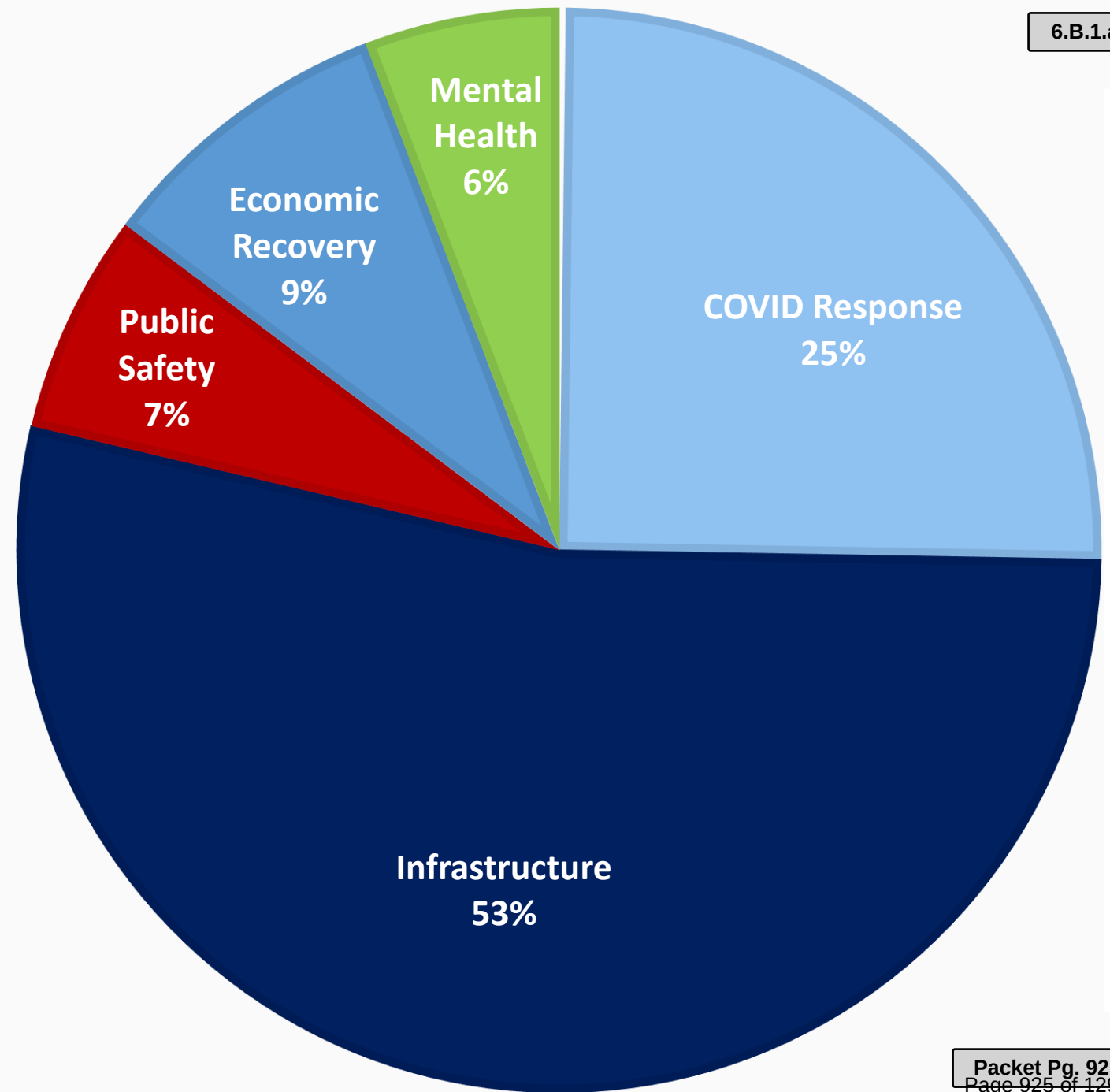
\$7.3M allocated

\$1.05M
unallocated

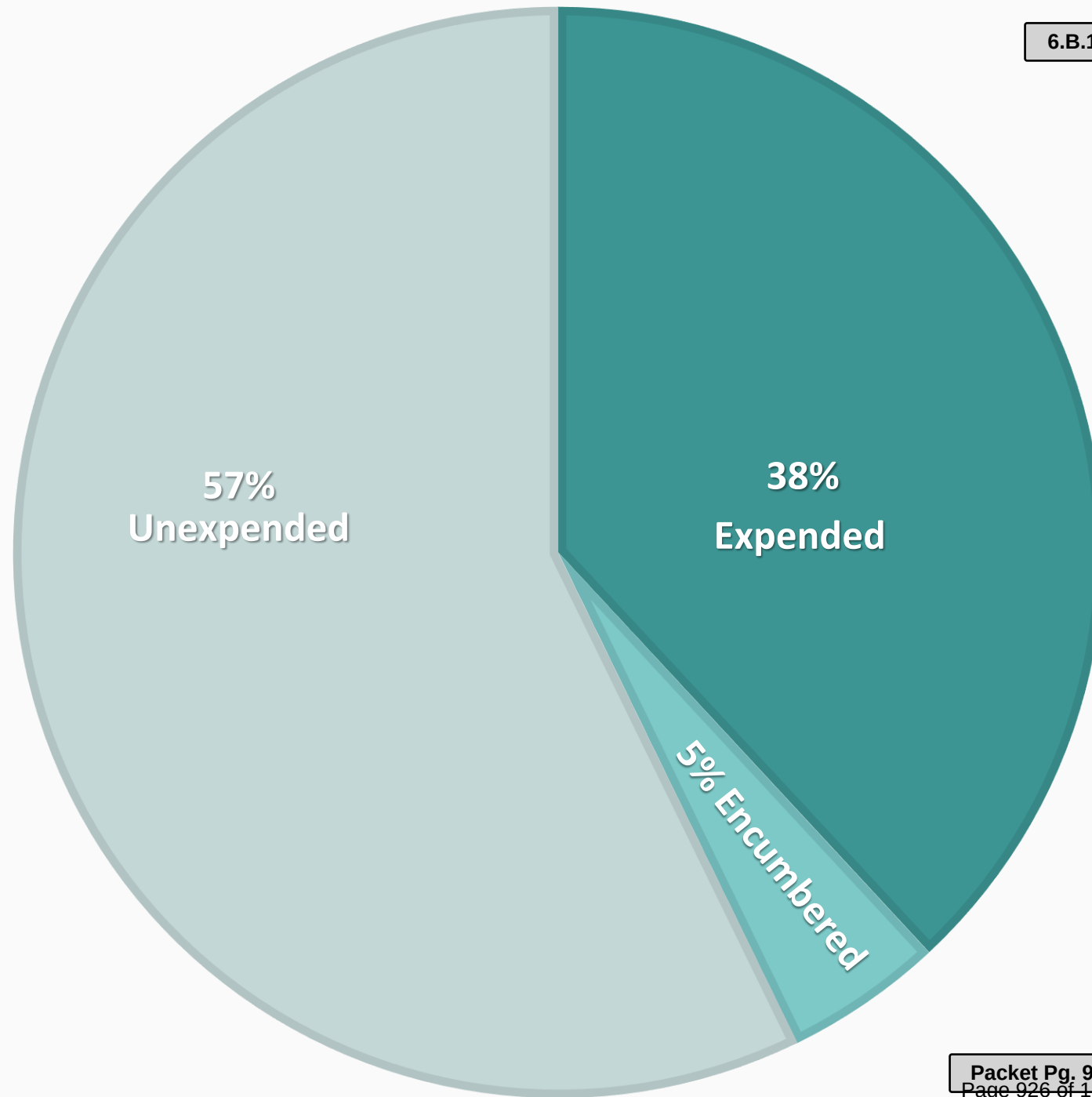
ARPA Allocations By Department



ARPA Allocations By Type



ARPA Expenditures To-Date: 43% Expended or Encumbered



\$3.4 million ARPA funds invested in Melrose Public Schools

Schools Revenue Loss Replacement	\$ 802,000.00
COVID-19 Disinfection/Custodial Needs	\$ 128,000.00
HVAC Study and Implementation of A/C at MVMMS	\$ 1,050,000.00
Schools Asbestos Abatement	\$ 90,000.00
School Department Closing FY22 Budget	\$ 774,697.00
High School and Middle School Complex Elevators	\$ 594,000.00

Thank you!

www.cityofmelrose.org/mayor/pages/ARPA



Financial Update

**MELROSE CITY COUNCIL
APPROPRIATIONS &
OVERSIGHT COMMITTEE
MEETING**

DECEMBER 8, 2022

Patrick Dello Russo
CFO and City
Auditor

Kathryn Armata
Treasurer/Collector

Sarah MacLellan
Chief Assessor

Kerriann Golden
Assistant Auditor

City of Melrose Finance Team

What we will
cover
tonight:

Budget Snapshot

Impact of Proposition 2 ½

New Growth & Free Cash

Impact of School Department deficit

Tax Levy Limit

Capital Needs

Debt Model

Some terms and what they mean:

Tax Levy — The revenue a community can raise through real and personal property taxes. 6.B.1.a

Prop. 2 ½ — A Massachusetts law enacted in 1980 that places strict limits on the amount of property tax revenue a community can raise through real and personal property taxes.

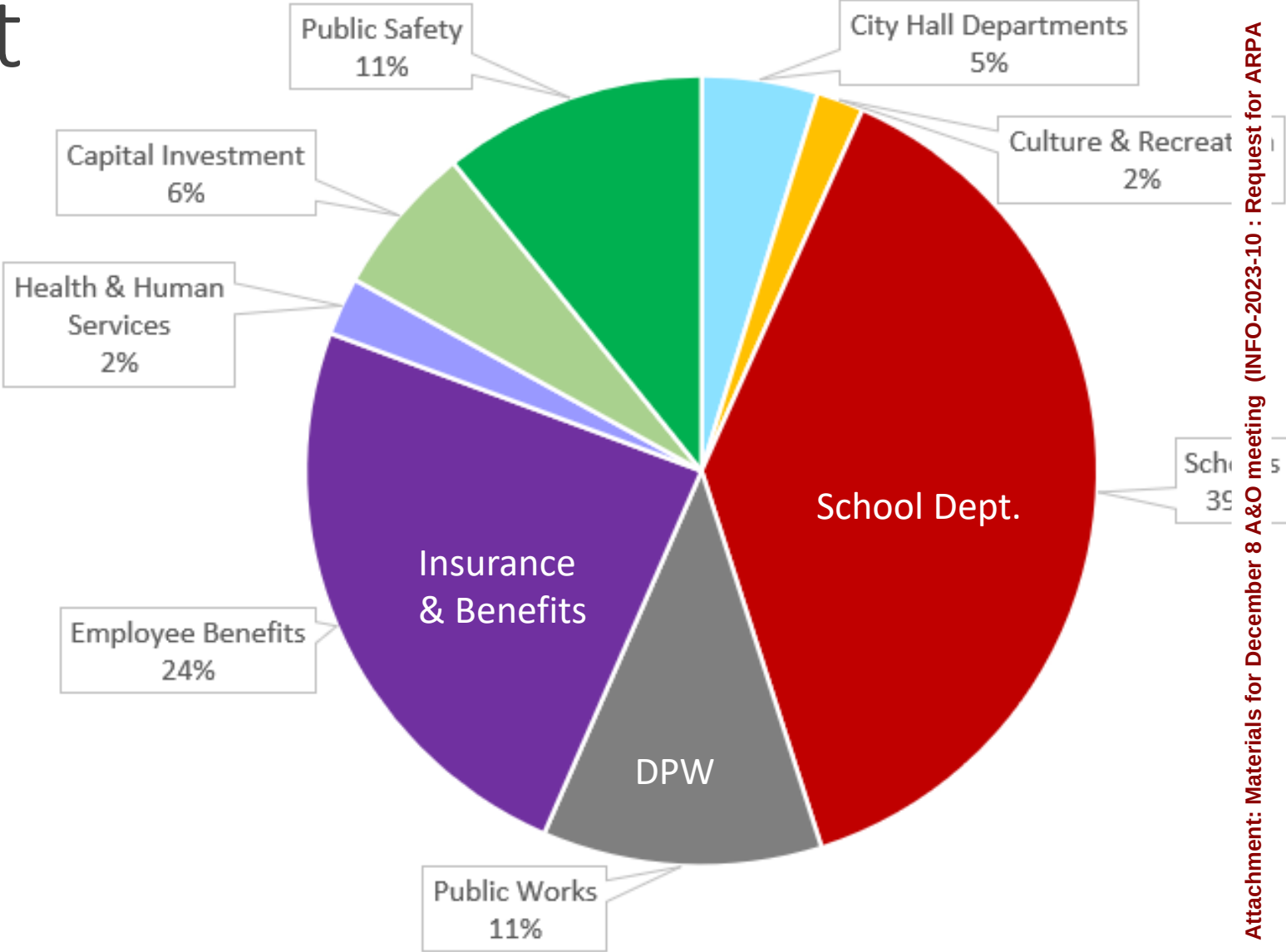
Tax Levy Limit — The maximum amount a community is allowed to raise through property taxes in a given year, based on 2.5% growth of the prior year's Levy Limit plus new growth.

New Growth — The increased value of new development and other growth in the tax base that is not the result of revaluation. A portion of this value is applied to the levy limit.

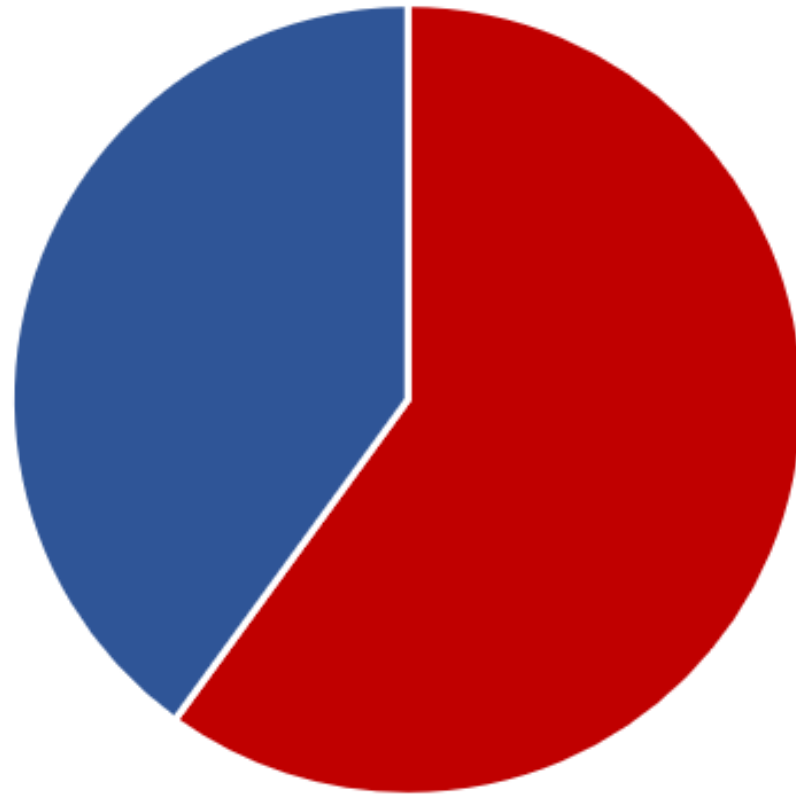
Override — A permanent increase in the Levy Limit of a community above the allowable 2.5% growth. Requires a majority vote at the ballot.

Free Cash — Funds certified annually by the state that come from municipal revenues being greater than expected and/or expenses being less than budgeted.

Budget Snapshot



Attachment: Materials for December 8 A&O meeting (INFO-2023-10 : Request for ARPA



■ School Spending ■ Non-School Spending

School spending includes costs carried within City budgets:

- Facilities Division of DPW supporting the Schools
- Insurance and Benefits for School Employees
- Debt service for School facilities

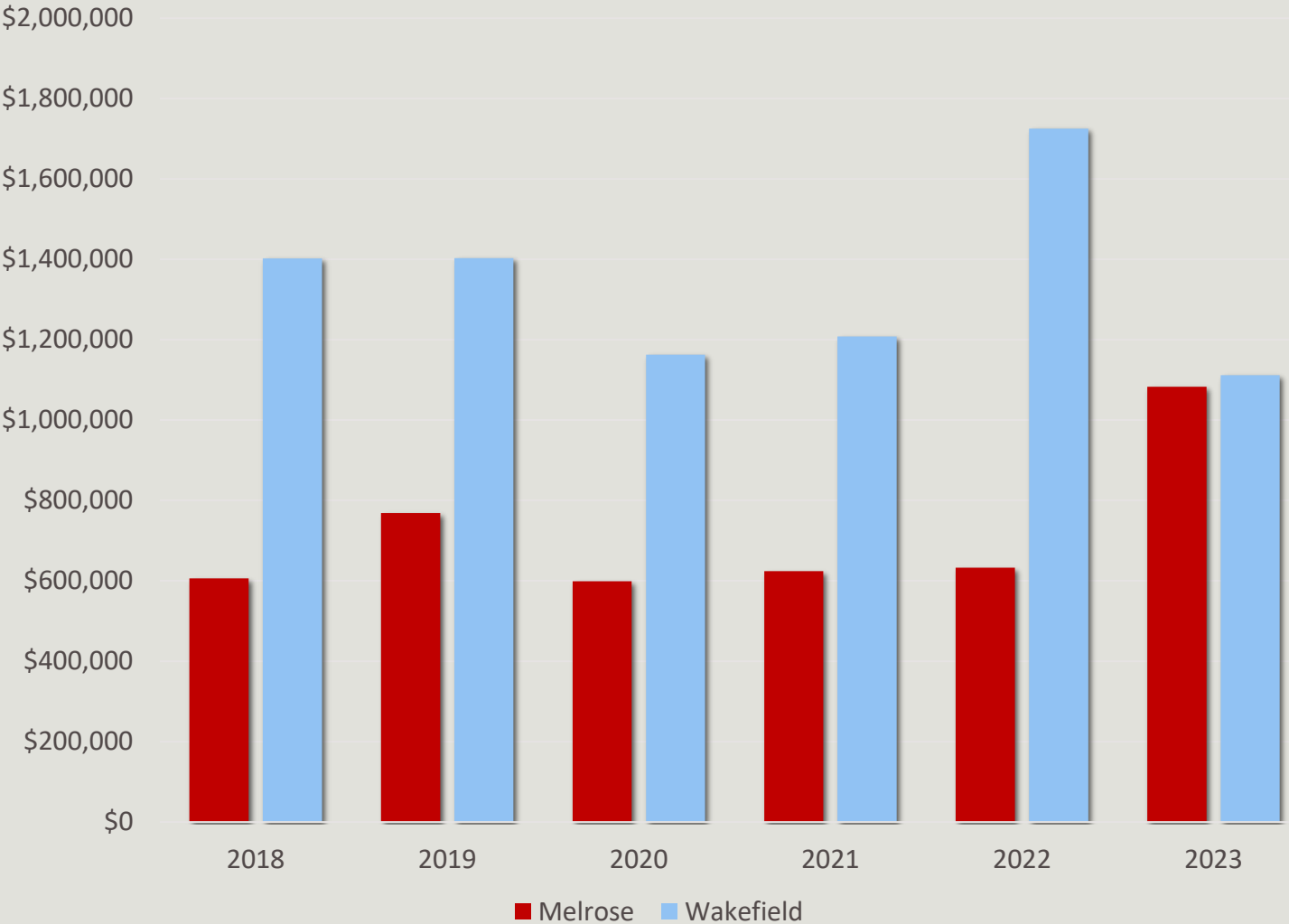
How does
Prop. 2 ½
affect our
finances?

We can only increase our tax revenue by
2.5% of last year's Levy Limit + New Growth

We tax to the Levy Limit so we cannot
increase taxes beyond that without an
override

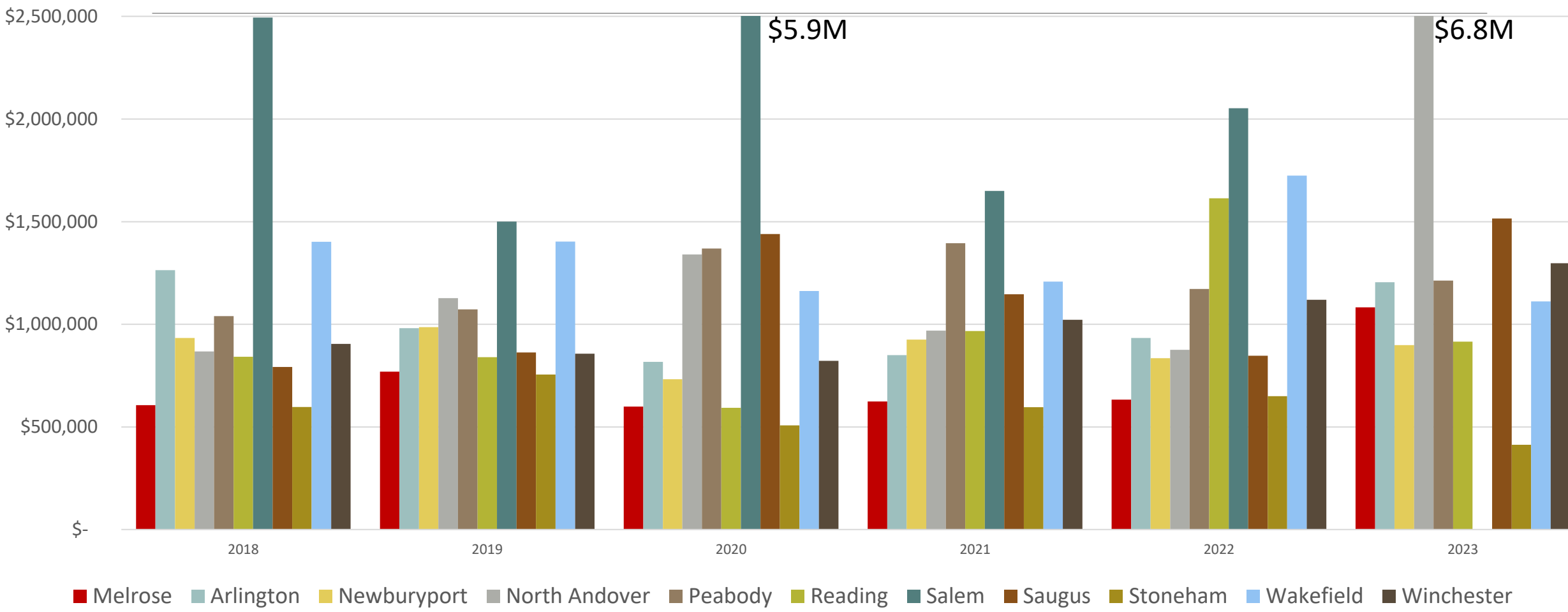
Annual operating budget increases must fit
within next year's Levy Limit

The majority of year-over-year budget
increases are non-discretionary costs



New Growth Comparison to Wakefield

10 Community New Growth Comparison



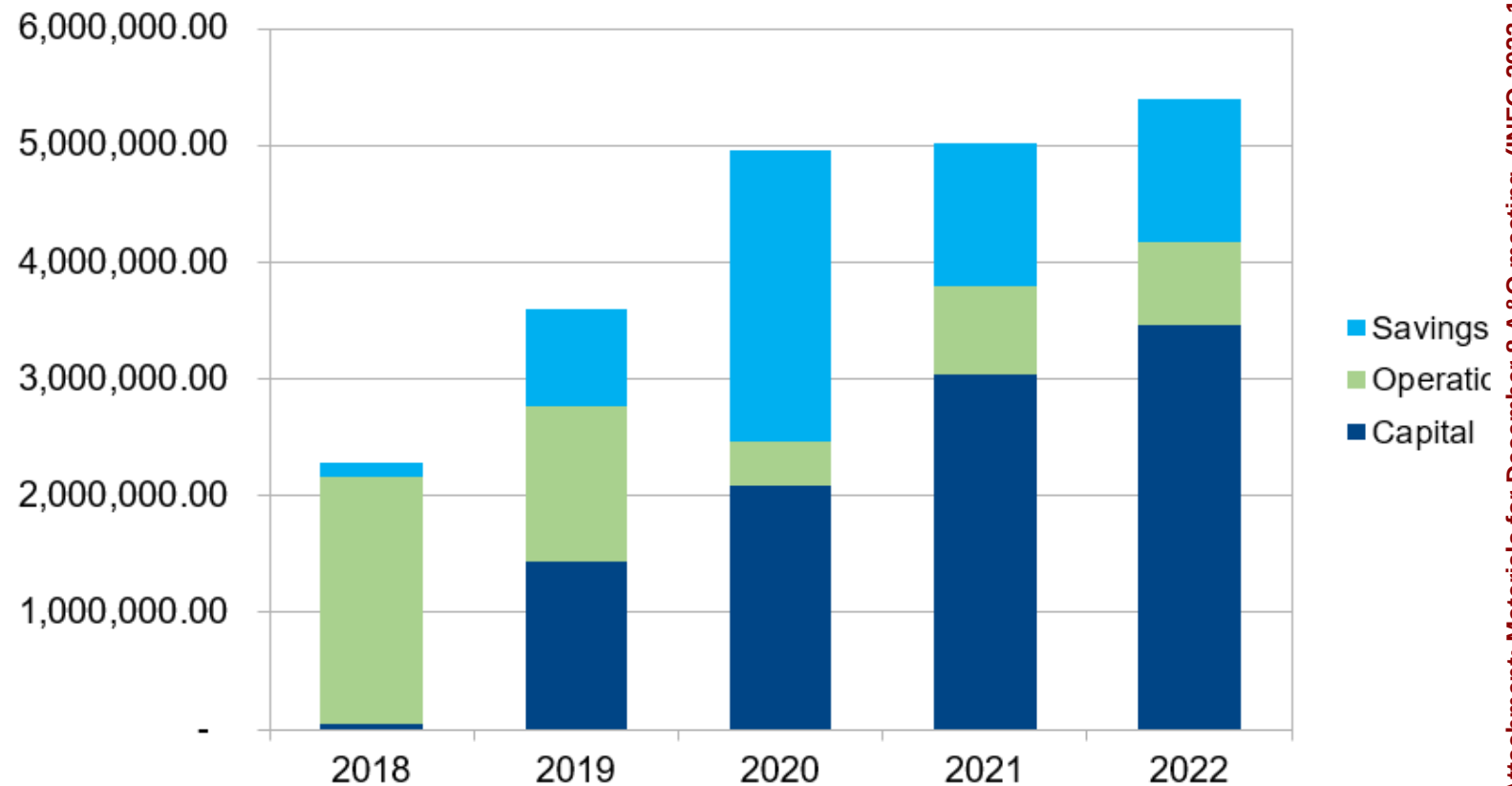
Attachment: Materials for December 8 A&O meeting (INFO-2023-10 : Request for ARPA

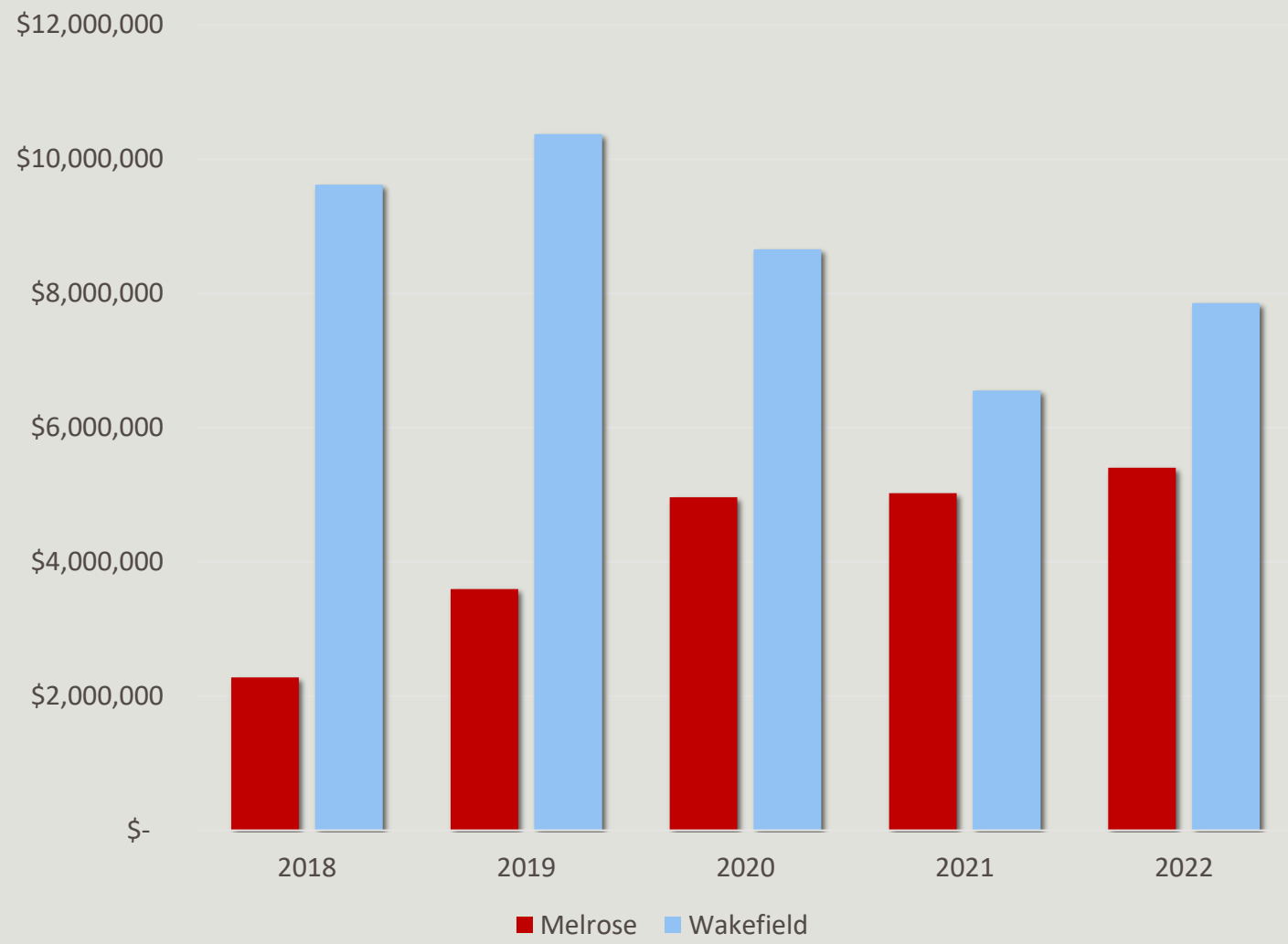
Melrose Free Cash – past 5 years

SAVINGS: stabilization funds, affordable housing trust

OPERATIONAL: snow/ice, software, trainings, etc.

CAPITAL: buildings, vehicles, playgrounds, trees, equipment, etc.

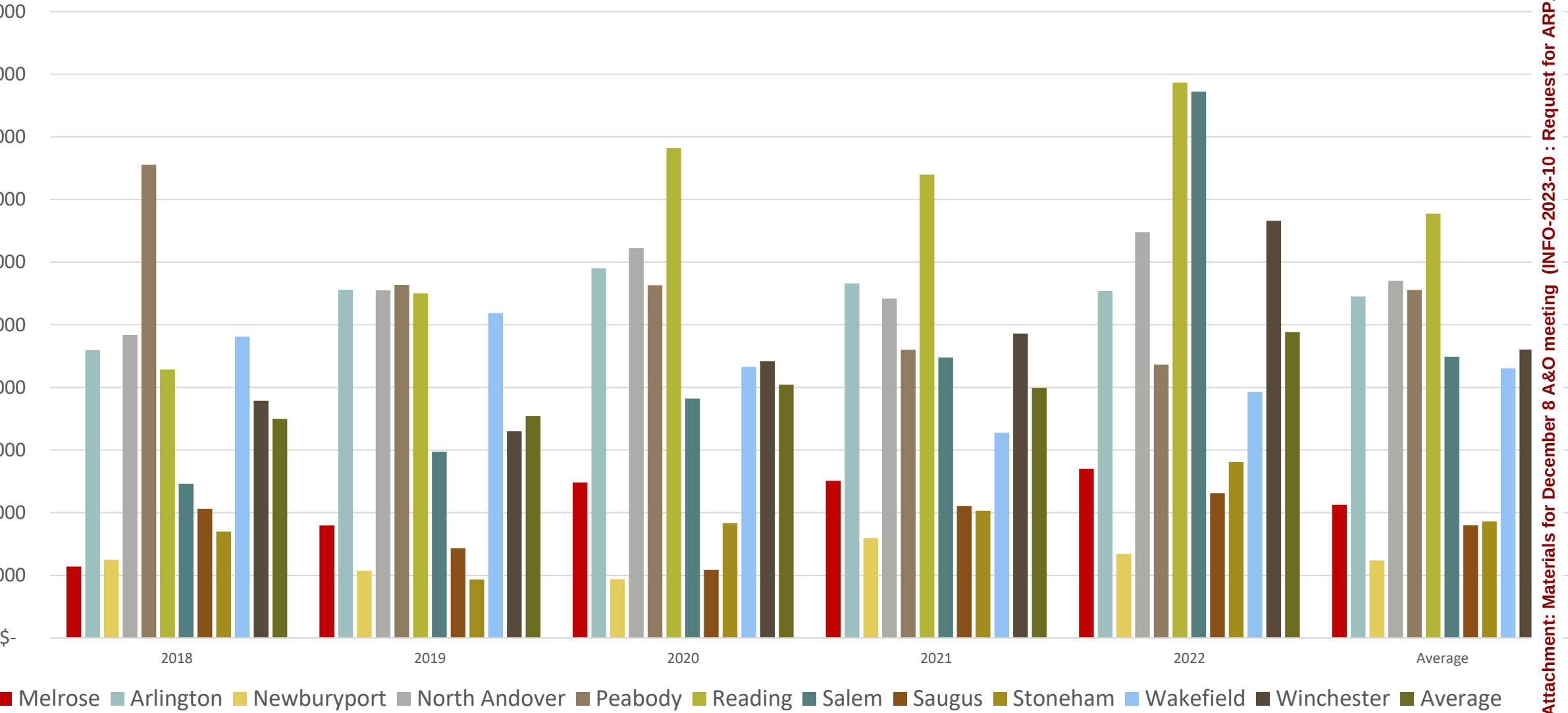




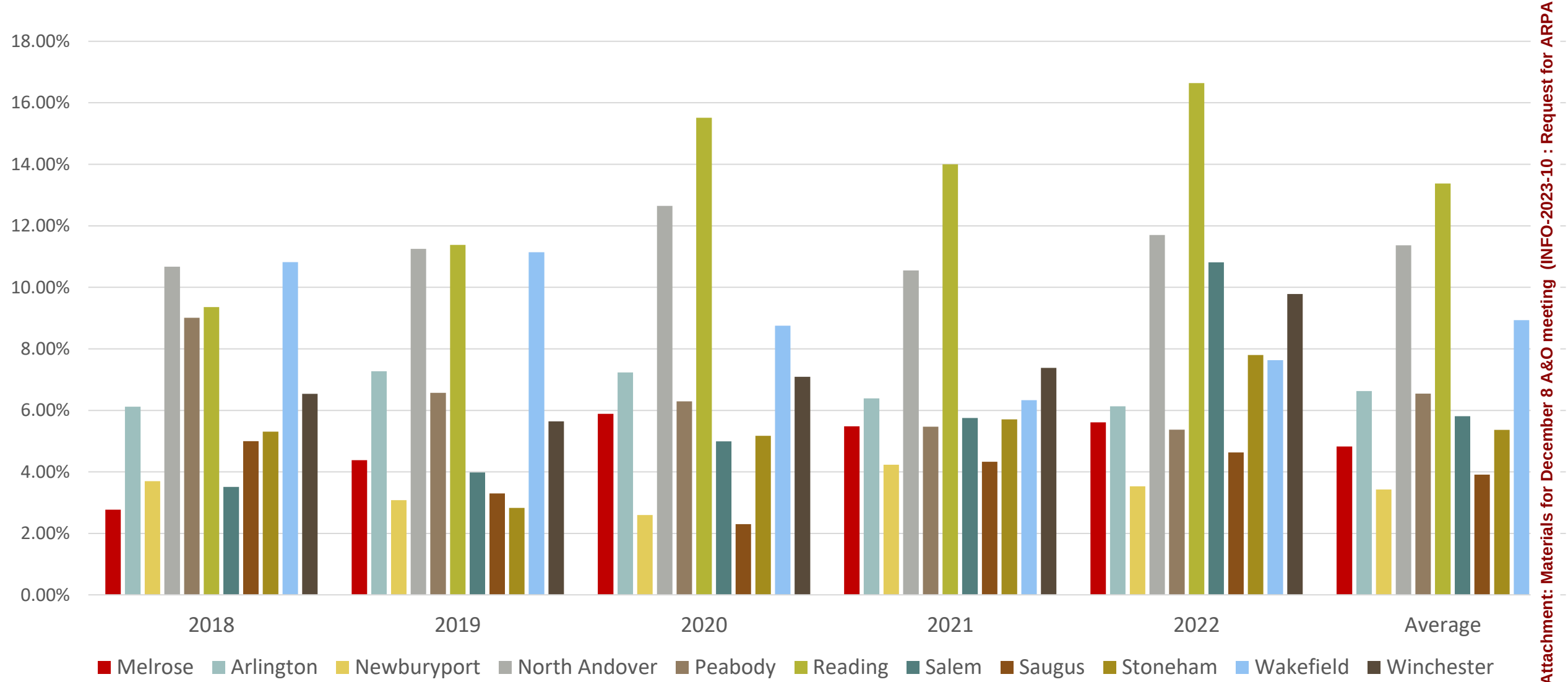
Free Cash Comparison to Wakefield

5 Year Free Cash Comparison (\$)

6.B.1.a



5 Year Free Cash Comparison (%)



Attachment: Materials for December 8 A&O meeting (INFO-2023-10 : Request for ARPA

FY22 School Department Deficit

Major Cost Overrun Drivers, according to CLA Consultants:

- \$2.1 million of Special Ed cost overruns
 - \$700K – Transportation
 - \$1.48 million – Tuitions
- Remainder can be accounted for by the teacher coverage costs that were charged to paraprofessional lines. Teachers were required to stay home up to 10 days after contracting COVID-19 and the district had to provide coverage.

FY22 deficit closed using federal education relief and ARPA funds

School Department structural deficit expected to continue

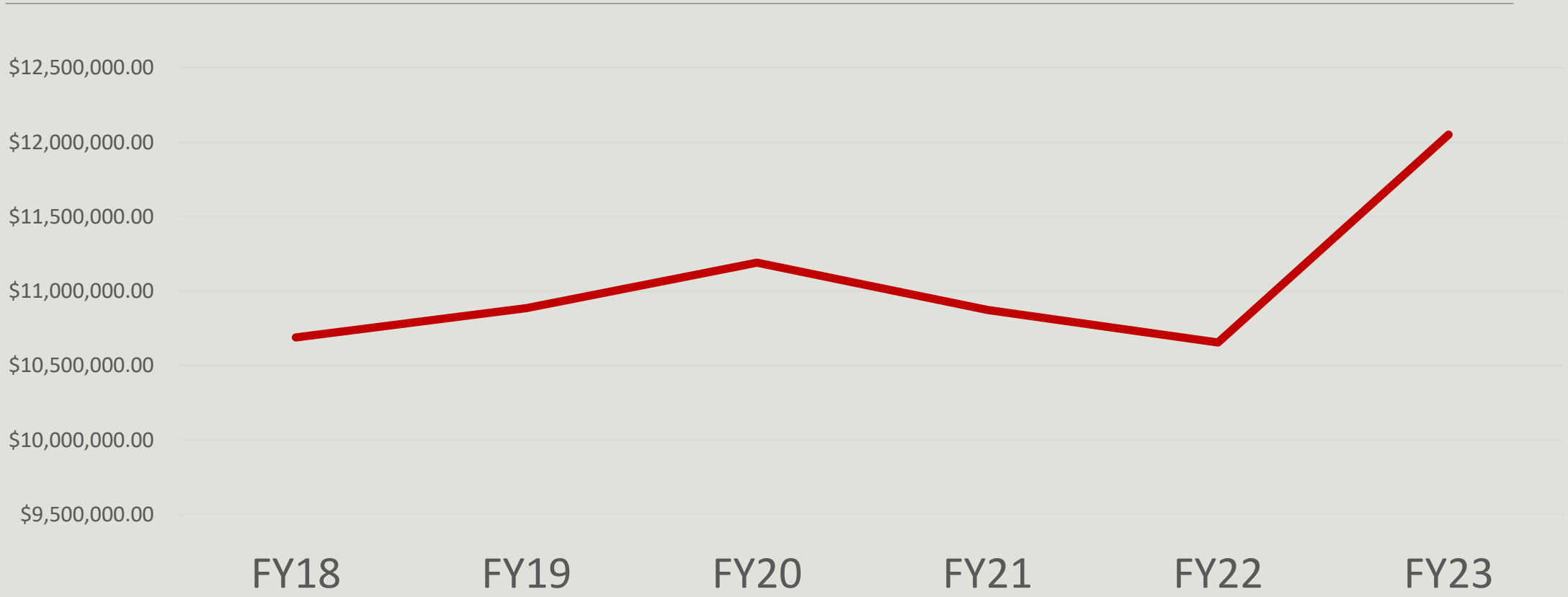
Potential funding sources:

- Free Cash
- Contract Stabilization Fund/Special Education Stabilization Fund
- ARPA
- Other funding sources if available

Potential increased revenue sources:

- State aid (Student Opportunity Act)
- Comprehensive fee study
- Continued re-development to support new growth

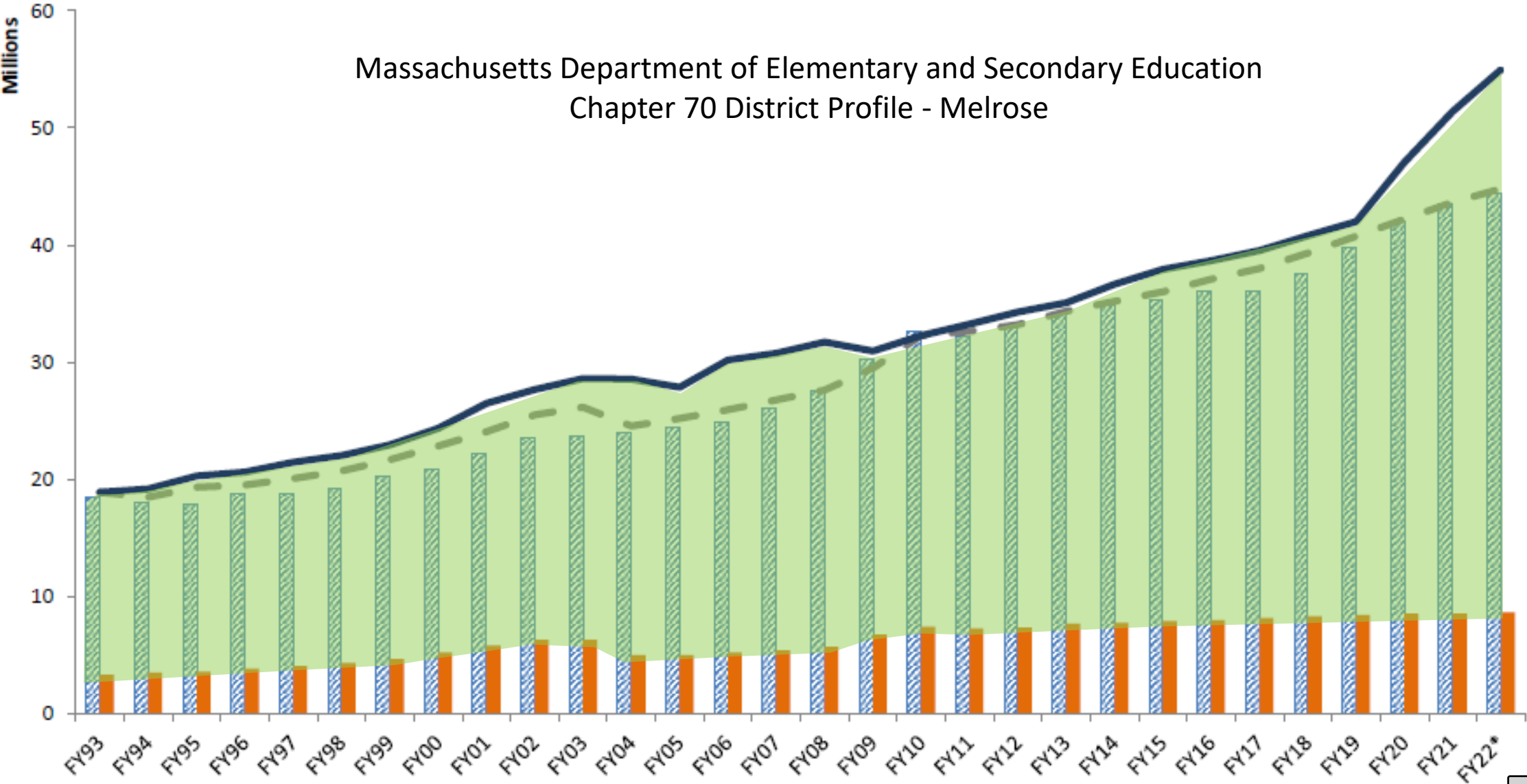
Net State Aid



Attachment: Materials for December 8 A&O meeting (INFO-2023-10 : Request for ARPA

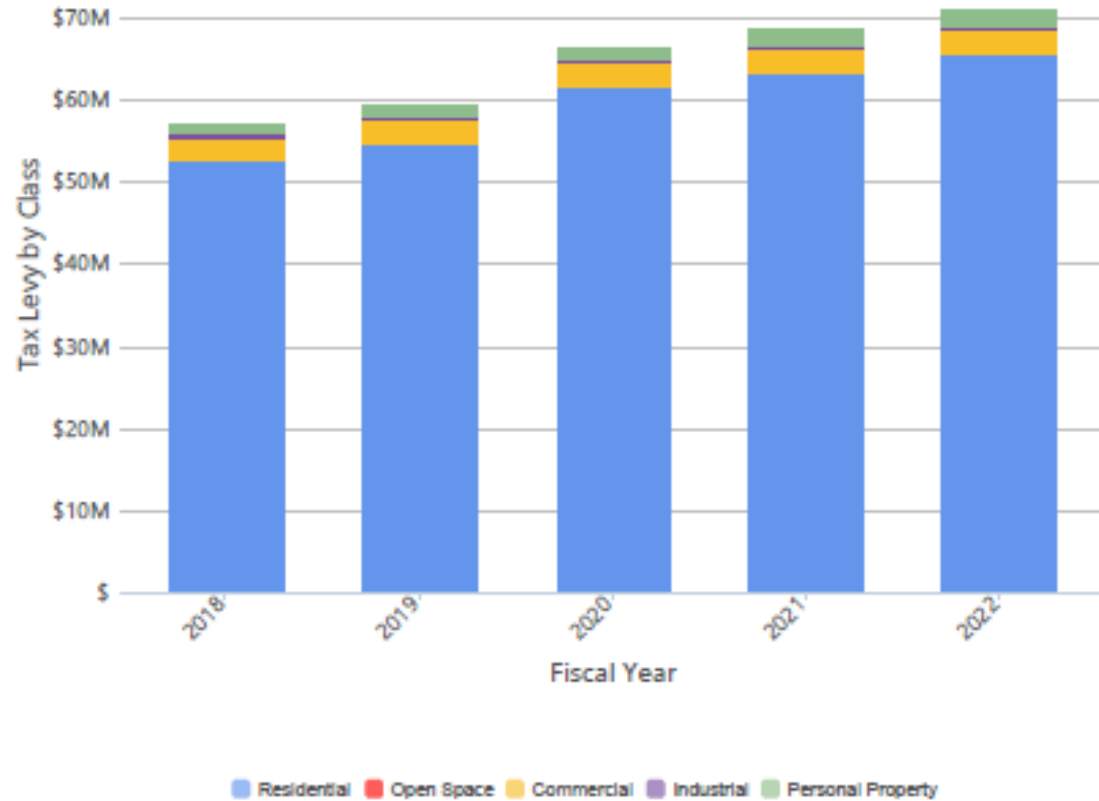
Foundation Budget C70 Aid Required NSS Actual NSS

Massachusetts Department of Elementary and Secondary Education
Chapter 70 District Profile - Melrose



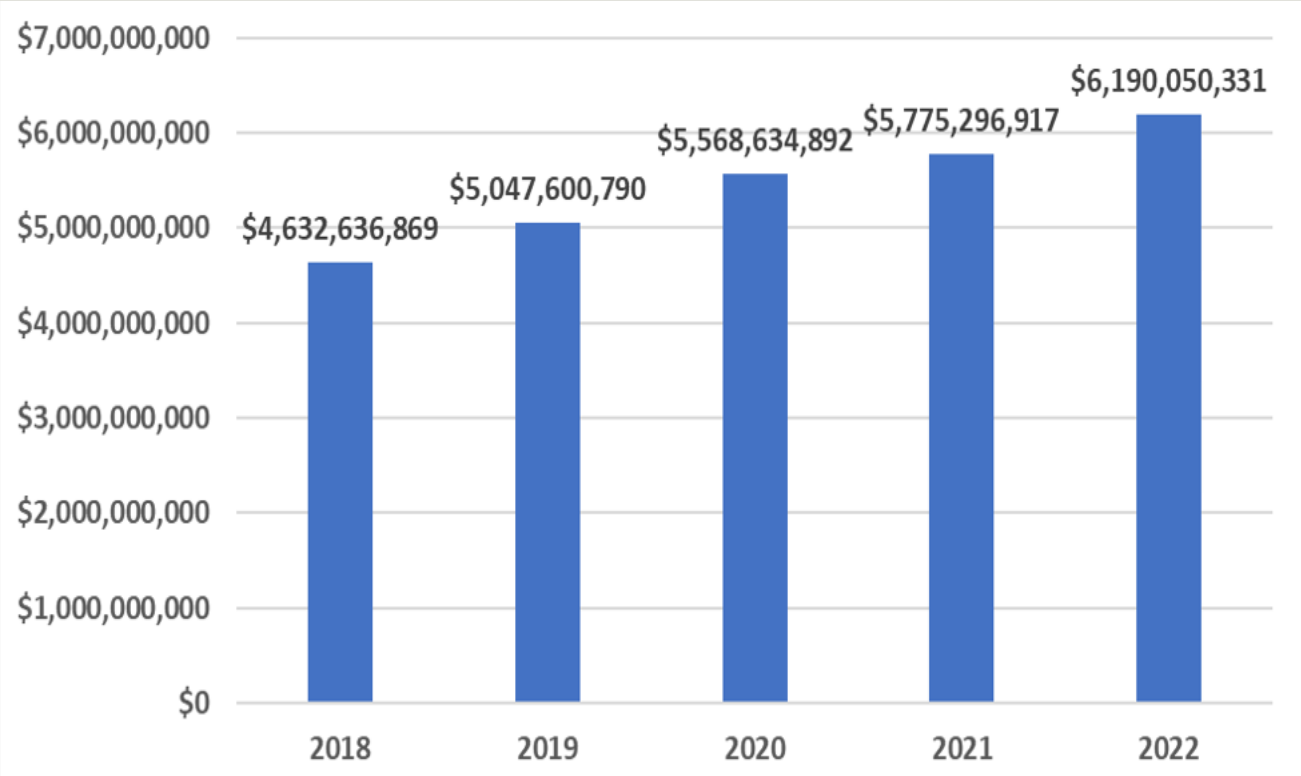
Fiscal Year	Levy Limit w/o Debt & Capital Exclusions	Maximum Levy Limit	Total Tax Levy	Excess Levy Capacity	Excess as a % of Maximum Levy
2019	\$57,521,943	\$59,397,799	\$59,375,238	\$22,560	0.04%
2020	\$64,738,724	\$66,629,218	\$66,627,306	\$1,911	0.00%
2021	\$66,981,117	\$68,878,709	\$68,877,944	\$765	0.00%
2022	\$69,288,556	\$71,196,790	\$71,171,656	\$25,134	0.04%

We continue to tax to the maximum allowed by law

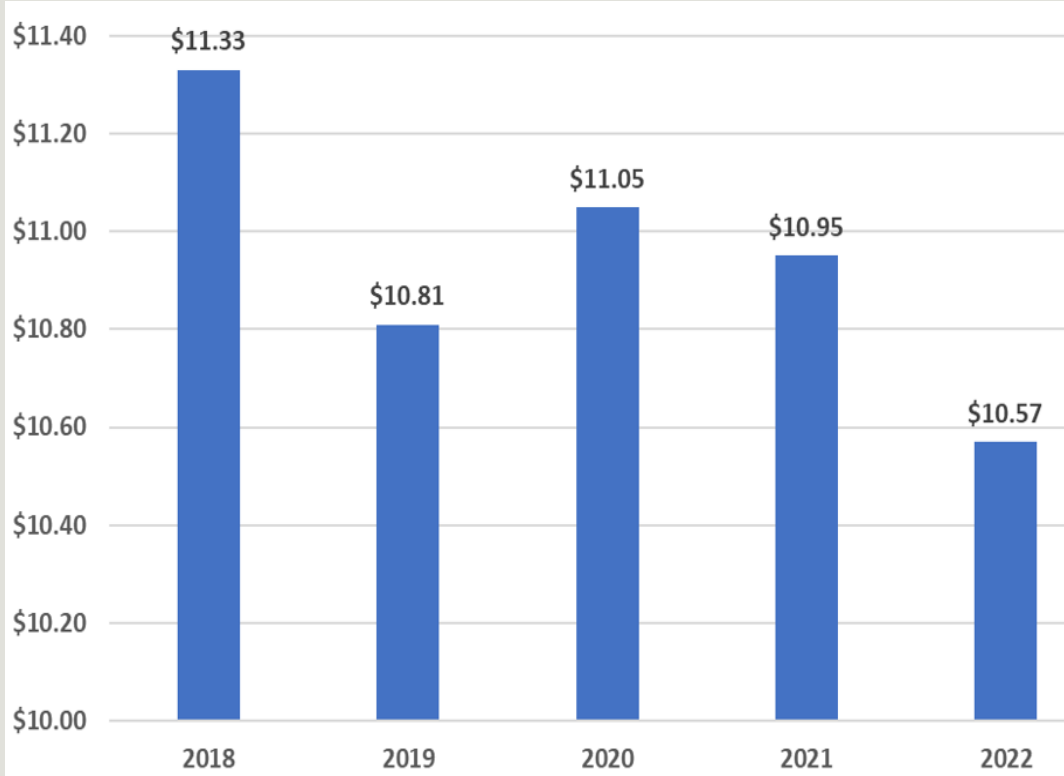


In Melrose, 92% of taxes are paid by residential property owners

As property values rise, tax rates fall



Total Value of Residential Properties in Melrose



Residential Property Tax Rate (per \$1K assessed value)

Attachment: Materials for December 8 A&O meeting (INFO-2023-10 : Request for ARPA

FY24 Tax Levy Limit Estimate (excluding debt exclusion amount):

Based on Prop. 2 1/2, Melrose’s tax levy will grow
approximately **\$2.3 M next year:**

FY23 Tax Levy Limit:	\$72 million
2.5% Increase:	\$1.8 million
New Growth*:	\$500,000

This is the additional amount we will have next year to support all departments across both City and Schools.

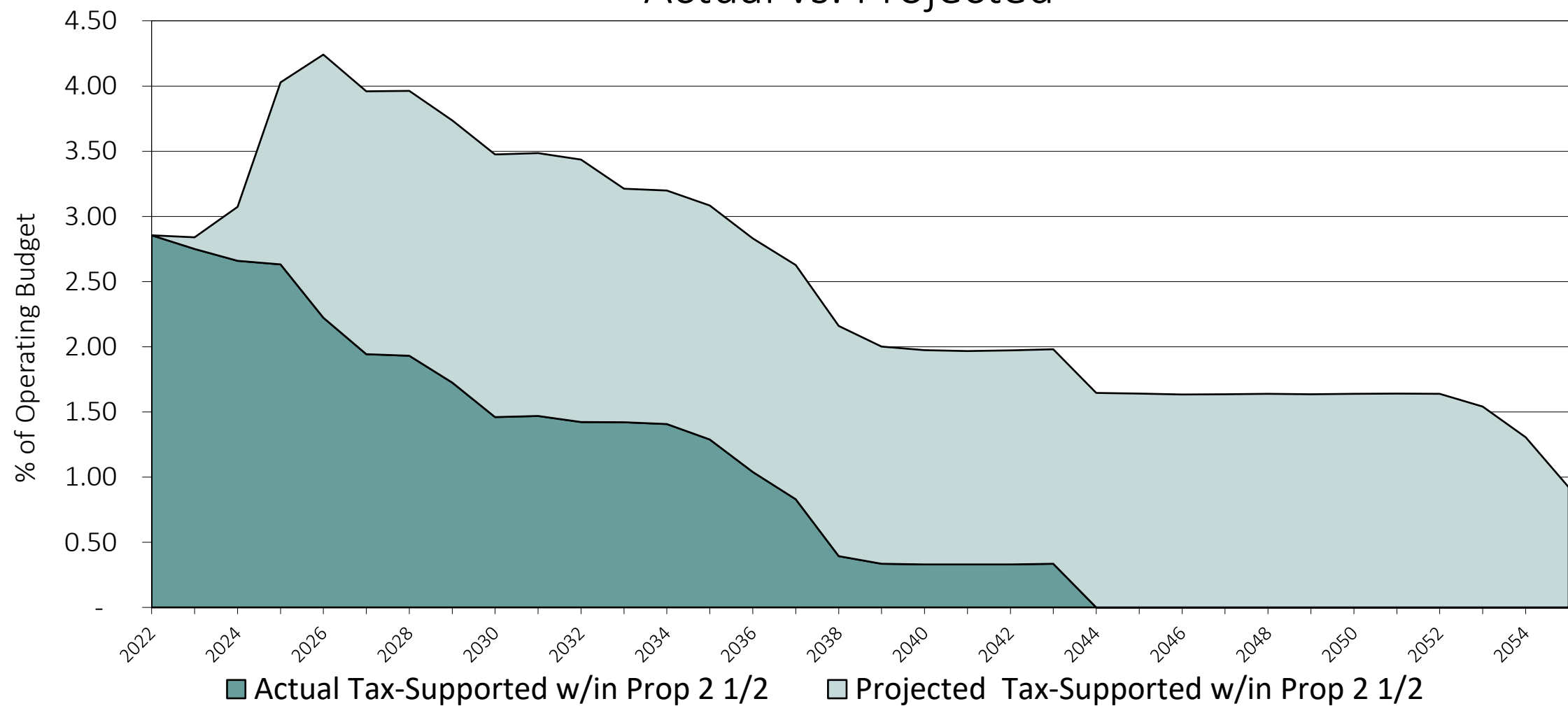
Capital Needs

- FY24-FY28 capital planning process has just kicked off with department heads
- Collins Center consultants will work with our Finance team to determine the City's financial capacity to fund capital and will create a multi-year Capital Investment Strategy
- School Department structural deficit will be factored into this plan
- In FY24 will prioritize most urgent capital needs (e.g., Police/Fire radios and antenna system)

Debt Management

- We continue to project new non-exempt debt will stay below our limit of 5% of operating budget.
- In the fiscal years ahead, we will still have borrowing capacity to bond necessary projects
- Any new exempt debt for a large project (e.g., Public Safety Buildings) would be outside of the Prop. 2 ½ limitation and would require a “debt exclusion” vote at the ballot.

Tax-Supported (“non exempt”) debt within Proposition 2 1/2 Actual vs. Projected



The Finance Team looks forward to returning in January to provide:

- Mid-year FY23 Budget update
- FY23 Free Cash (assuming certified by DOR)
- Mid-year update on Local Receipts
- Any updates regarding state funding

QUESTIONS?



PAUL BRODEUR
Mayor

CITY OF MELROSE

OFFICE OF THE MAYOR

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

MEMORANDUM

To: Melrose City Council/A&O Committee
From: Margot Fleischman, Director of Strategic Initiatives and Communication
Re: Update on FY22 Free Cash appropriations
Date: December 8, 2022

On behalf of Mayor Brodeur, I am pleased to present the Honorable City Council with a status update on the use of Fiscal Year 2022 Free Cash appropriations, as follows:

Order 2022-77: Memorial Hall Building Envelope (\$1,500,000)

The Memorial Hall Building Envelope Restoration Project is well underway. Construction is currently occurring simultaneously on all three primary elements of the project: the roof replacement, the window restoration, and the masonry repointing. The current projection is that the construction will be completed by June of 2023. So, in terms of expending the free cash portion of the funding for this project, the expectation is that the funding will be spent by the end of Fiscal Year 2023.

Order 2022-87: Police Chief Search (\$30,000) – complete

Order 2022-89: Police - Replacement hire cost (\$151,200)

Police Salary and Wages	\$63,000.00	complete
Police Firearms and Ammunition	\$3,600.00	complete
Police Uniforms	\$65,000.00	remaining balance is 24,422.87
Police Academy Tuition and Training	\$19,600.00	complete

Order 2022-108: Replacement Fred Green Turf (\$600,000)

There has been a delay at Weston and Sampson, due to the consultant who was working on the RFQ for Fred Green Field having retired. As of the end of November, Weston and Sampson has committed to delivering the pricing and RFQ to the City by the end of this week. Based on that timeframe, DPW would expect the bidding process to be moving forward promptly, with the objective for the field to be ready by the beginning of September 2023.

Order 2022-114 – DPW Easement (\$48,000) – complete

Order 2022-132 – Stabilization Balances (\$1,225,000) – complete

Order 2022-130 – Snow and Ice – (\$341,621.03) – complete

Attachment: Materials for December 8 A&O meeting (INFO-2023-10 : Request for ARPA update)

Order 2022-134 IT Phone System, Cameras & Social Media Archiving (\$270,000)

1. School VoIP project: \$100,000 of this cost is for the School Telephone Replacement project. Additionally, there were \$60,000 of implementation and engineering costs that were slated for this project. IT has not paid for all expenses related to this project.
2. Middle School Camera system: This project is in process. It is about 80% complete. IT just paid an invoice for roughly \$64,000 and will pay the rest after completion (roughly \$40,000).
3. Social Media Archiving: IT is working with City Solicitor Phillips and other Department Heads and School Admin staff who have social media accounts to get control of them and get them archived in our new system. \$20,000 of this has been paid to Jattheon for the software.

Order 2022-135: DPW

1. New Vehicles (\$482,000.00) – This funding, along with another \$90K in free cash from the Sewer Enterprise Fund, was for replacement of six vehicles: Roll-off (#17), three light dump trucks (#33, 55, and 57), and two pick-up trucks (#39 and 46). To date, we have ordered the new roll-off vehicle, with expected delivery in spring 2023, as well as the two pick-up trucks. Following extensive research on electric and hybrid vehicle options, we determined that the only vehicle that could be electric was one of the pick-up trucks that will not be used for plowing snow. Therefore, one of the two pick-up trucks we have ordered is a Ford Lightning. For the remaining three light dump trucks, we have been working with multiple state vendors to identify available new vehicles that meet our specifications and hope to successfully complete those orders within the next two months.
2. Trees (\$70,000) – This money is for tree planting in spring 2023 and thus has not yet been spent. We planted about 100 trees in fall 2022 using most of the remainder of the prior free cash allocation.
3. Traffic Calming (\$70,404.57) – we have ordered RFBs for the first list of locations that we prioritized, which totaled about \$50K of the approx. \$70K allocation. We are awaiting delivery.
4. MHS Bathrooms Design (\$150,000) – we are working on an RFQ to hire a design consultant, which we hope to have out by January 2023.
5. Cemetery lowering device (\$10,620.65) – this item has been purchased and the allocation is spent.

Order 2022-136: Recreation – Vehicle, Software, Community Services (\$75,967.40)

1. Rec Vehicle (\$47,077.40) – Rec Department is in the process of having its order filled for a 2023 Ford F-150 Lightning. Ford is currently completing a custom build and delivery is expected in February or March of 2023. Upon delivery we will be paying the invoice in full. After the disbursement for the recreation vehicle all funds will be exhausted.
2. Recreation Online Registration Software (\$10,000) – These funds have been expended and Rec has launched our new online registration system called Civic Rec. You can view the new system on the Recreation website.
3. COA fobs and media repair (\$13,890) – COA Director Minchello is working to repair the speaker; the latest attempt is in the final stages with an upcoming repair date. She is coordinating on the

media equipment and the fobs with the IT Department and has options and quotes for listening devices but is waiting to purchase in case it is best to tie into the virtual technologies.

4. Memorial Hall elevator controls (\$5,000) – The elevator software upgrade groundwork was completed in November (10% of the project). The software had technical issues so the installation of the software is anticipated to start in January 2023.

Order 2022-137: School – Medicaid reimbursement (\$75,000); Microscopes, Curriculum, Uniforms, Golf Cart (\$192,000)

1. Medicaid Reimbursement \$75,000 – **complete** – These funds were received and applied to the general FY22 operating budget as an offset as budgeted.
2. Literacy Curriculum (Savvas) (\$100,000) – \$99,980.39 has been expended – Elementary English language Arts materials have been purchased and received. The total program cost is \$449,883.61. MPS was awarded a competitive grant in the amount of \$179,943.74. The District will request an additional contribution from the City in the amount of \$169,959.48 for FY24.
3. Microscopes (\$30,000) – In progress, funds have been encumbered based on a quote for \$28,716.75.
4. Utility Vehicle (\$12,000) – In progress, gathering three quotes from vendors.
5. Uniform Replacement (\$50,000) – In progress, approximately \$24,695.77 has been encumbered based on quotes/invoices.

Order 2022-138 Various Departments (\$76,400)

1. Health and Human Services Department (rodent control \$28,000) – grant funds were received to allow this project to move forward without using City funds.
2. City Solicitor (professional services \$25,000) – funds have been expended.
3. Auditor's Office (office equipment \$10,000) - \$ 556.74 has been expended to-date, with the remaining amount available for this Fiscal Year for any department(s) with a need for new furniture.
4. Fire Department (mattresses \$10,000) – The Fire Department ordered the replacement of 20 bedding materials throughout all 3 fire stations from Mattress Firm. At the end of the week of November 14th, all materials were received and distributed throughout the stations. According to the FD Finance Administrator, the firefighters are very grateful that we were able to do this for them. She is awaiting the invoice from Mattress Firm which will be paid upon receipt.
5. Elections Department (equipment and banner \$3400) – \$3,93.94 was expended for election banners. They were ordered, invoiced/paid and used in the last two elections. According to the City Clerk, these have been very well received by voters.

Order 2022 – 133 Pine Banks Parking Lot paving (\$34,010.35)

Per the funding agreement between Malden and Melrose, the City of Malden has made an equal appropriation for this project; the Pine Banks Trustees are working with their engineering firm to finalize the project design based on this budget. They anticipate that the project will be done in Spring 2023.

CHART - 1	City of Melrose				
DRAFT	Ten Year General Fund Debt Plan Review				
12/5/2022	Department of Finance				
				Projected	
	<u>Year</u>	<u>Net Debt</u>	<u>5% Limit</u>	<u>Budget</u>	<u>Percent</u>
	2022	\$2,855,696	\$4,550,026	\$91,000,522	3.14%
	2023	\$2,839,293	\$4,762,804	\$95,256,080	2.98%
	2024	\$3,074,059	\$4,905,688	\$98,113,762	3.13%
	2025	\$4,028,867	\$5,052,859	\$101,057,175	3.99%
	2026	\$4,241,587	\$5,204,445	\$104,088,891	4.07%
	2027	\$3,959,412	\$5,360,578	\$107,211,557	3.69%
	2028	\$3,963,531	\$5,521,395	\$110,427,904	3.59%
	2029	\$3,735,853	\$5,687,037	\$113,740,741	3.28%
	2030	\$3,474,755	\$5,857,648	\$117,152,963	2.97%
	2031	\$3,486,111	\$6,033,378	\$120,667,552	2.89%
	Totals:	\$35,659,166	\$52,935,857		
	Average:	<u>\$3,565,917</u>	<u>\$5,293,586</u>		
	Variance:		<u>\$1,727,669</u>		
Note(s):	1. It is the current policy of the City of Melrose that the G/F net				
	non-exempt debt budget equate to approx. 5% of the Operating Budget.				
	2. The figures proposed can only be "estimates". Actual figures				
	will be developed as interest rates are locked in.				

CHART - 2		City of Melrose - 5% Debt Limit			
DRAFT		Ten Year General Fund Debt Plan Review			
		Department of Finance			
12/5/2022			5% Limit		
	<u>Year</u>	<u>Net Debt</u>		<u>Variance</u>	
Projected					
	2022	\$2,855,696	\$4,550,026	\$1,694,330	
	2023	\$2,839,293	\$4,762,804	\$1,923,511	
	2024	\$3,074,059	\$4,905,688	\$1,831,629	
	2025	\$4,028,867	\$5,052,859	\$1,023,992	
	2026	\$4,241,587	\$5,204,445	\$962,857	
	2027	\$3,959,412	\$5,360,578	\$1,401,165	
	2028	\$3,963,531	\$5,521,395	\$1,557,864	
	2029	\$3,735,853	\$5,687,037	\$1,951,184	
	2030	\$3,474,755	\$5,857,648	\$2,382,893	
	2031	\$3,486,111	\$6,033,378	\$2,547,267	
	Totals:	\$35,659,166	\$52,935,857		
	Average:	<u>\$3,565,917</u>	<u>\$5,293,586</u>		
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Note(s):	1. It is the current policy of the City of Melrose that the G/F net				
	non-exempt debt budget equate to approx. 5% of the Operating Budget.				
	2. The figures proposed can only be "estimates". Actual figures				
	will be developed as interest rates are locked in.				

ARPA Project Name	PROJECT TOTAL	FY22	FY23	FY24	FY25	Department	Type
ARPA - Consultant	\$ 10,000.00	\$ -	\$ -	\$ -	\$ -	Auditors	Admin
ARPA - Administration	\$ 4,500.00	\$ -	\$ 4,500.00	\$ -	\$ -	Auditors	Admin
Milano Center Health, Wellness, Accessibility	\$ 25,000.00	\$ 25,000.00	\$ -	\$ -	\$ -	COA	Infrastructure
Milano Center HVAC	\$ 218,729.00	\$ 218,729.00	\$ -	\$ -	\$ -	COA	Infrastructure
City Sidewalk Improvements - Ashland/Bay State/Burnett/Sycamore	\$ 750,000.00	\$ 250,000.00	\$ 250,000.00	\$ 250,000.00	\$ -	DPW	Infrastructure
Covid Sanitization-Custodial	\$ 65,000.00	\$ 65,000.00	\$ -	\$ -	\$ -	DPW	COVID Response
Labor Costs/Additional Cleaning and Sanitizing of Public Buildings	\$ 40,000.00	\$ 40,000.00	\$ -	\$ -	\$ -	DPW	COVID Response
Lead Water Service Inventory and Replacement Design	\$ 150,000.00	\$ 150,000.00	\$ -	\$ -	\$ -	DPW	Infrastructure
Traffic Calming Toolkit	\$ 28,300.00	\$ 28,300.00	\$ -	\$ -	\$ -	DPW	Infrastructure
Asset Management Software	\$ 106,000.00	\$ 106,000.00	\$ -	\$ -	\$ -	DPW	Infrastructure
Replacement Vehicle to Deliver Services	\$ 23,000.00	\$ -	\$ 23,000.00	\$ -	\$ -	DPW	Infrastructure
Fire Department Vehicles	\$ 120,000.00	\$ 120,000.00	\$ -	\$ -	\$ -	Fire	Public Safety
Public Safety Training Equipment	\$ 105,308.00	\$ 78,308.00	\$ -	\$ -	\$ 27,000.00	Fire	Public Safety
Fire Headquarters HVAC	\$ 35,000.00	\$ 35,000.00	\$ -	\$ -	\$ -	Fire	Infrastructure
Tremont Fire House Update	\$ 151,205.00	\$ -	\$ 151,205.00	\$ -	\$ -	Fire	Infrastructure
At-Home COVID tests	\$ 1,824.00	\$ 1,824.00	\$ -	\$ -	\$ -	Health	COVID Response
FT Social Service Coordinator*	\$ 200,330.00	\$ 12,235.00	\$ 72,900.00	\$ 75,789.00	\$ 39,406.00	Health	Community Mental Health and Wellness
IT Intern to Address COVID-19 Backlog of IT Infrastructure and Cybersecurity Project	\$ 26,000	\$ -	\$ 26,000	\$ -	\$ -	IT	COVID Response
Melrose Public Library HVAC Upgrades	\$ 500,000.00	\$ 500,000.00	\$ -	\$ -	\$ -	Library	Infrastructure
Economic Recovery Director*	\$ 290,081.00	\$ 31,762.00	\$ 101,785.00	\$ 103,930.00	\$ 52,604.00	Mayor's	Economic Recovery
Community Conversations Initiative	\$ 25,000.00	\$ -	\$ 25,000.00	\$ -	\$ -	Mayor's	Community Mental Health and Wellness
Small Business/Non-Profits/Cultural Sector Support	\$ 150,000.00	\$ -	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00	Mayor's	Economic Recovery
Addressing Food Insecurity	\$ 75,000.00	\$ -	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	Mayor's	Economic Recovery
Utility Arrearages	\$ 141,000.00	\$ -	\$ 141,000.00	\$ -	\$ -	Mayor's	Economic Recovery
Foss Park Basketball and Playground Upgrade	\$ 150,000.00	\$ 150,000.00	\$ -	\$ -	\$ -	Parks	Infrastructure
Amazing Grace Basketball Court	\$ 41,106.00	\$ -	\$ 41,106.00	\$ -	\$ -	Parks	Infrastructure
Police Department Vehicles	\$ 256,000.00	\$ 256,000.00	\$ -	\$ -	\$ -	Police	Public Safety
Community Mental Health Initiative	\$ 200,000.00	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00	Rec/Health	Community Mental Health and Wellness
Schools Revenue Loss Replacement	\$ 802,000.00	\$ 802,000.00	\$ -	\$ -	\$ -	Schools	COVID Response
COVID-19 Disinfection	\$ 128,000.00	\$ 128,000.00	\$ -	\$ -	\$ -	Schools	COVID Response
HVAC Study and Implementation of A/C addition at MVMMS	\$ 1,050,000.00	\$ -	\$ 1,050,000.00	\$ -	\$ -	Schools	Infrastructure
Schools Asbestos Abatement	\$ 90,000.00	\$ 90,000.00	\$ -	\$ -	\$ -	Schools	Infrastructure
School Department Closing FY22 Budget	\$ 774,697.00	\$ 774,697.00	\$ -	\$ -	\$ -	Schools	COVID Response
High School and Middle School Complex Elevators	\$ 594,000.00	\$ 594,000.00	\$ -	\$ -	\$ -	Schools	Infrastructure
TOTAL	\$ 7,327,080.00						
REMAINING UNCOMMITTED ARPA FUNDS	\$ 1,047,094.00						
<i>*Personnel costs are inclusive of health insurance and benefits</i>							

ARPA Project Name	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED	Project update	Type	Department	Lead Department - Title	Project Approval Date
ARPA - Administration	\$ 4,500.00	\$ 4,500.00	\$ -	\$ -	100.00	Funds applied to offset salary costs in FY22 related to ARPA administration.	Admin	Auditors	Auditors - ARPA Administration	6/28/
						Consultants have been used on an as-needed basis to establish programs and policies consistent with auditing requirements. While we do not anticipate significant additional costs in the upcoming fiscal year, we are leaving funds available in case of changes in any regulations or reporting requirements, and for assistance with wrapping up the ARPA projects, auditing, or other needs at the end of the eligible time period.	Admin	Auditors	Auditor's - ARPA Consultant	9/15/
ARPA - Consultant	\$ 25,000.00	\$ 16,621.50	\$ -	\$ 8,378.50	66.5		Admin	Auditors	Auditor's - ARPA Consultant	9/15/
Milano Center Health, Wellness, Accessibility	\$ 25,000.00	\$ 6,452.08	\$ -	\$ 18,547.92	25.80	Deep cleaning and sundry repairs have been completed. Water bottle filling station was installed. Balance to be used in FY23 for additional Milano Center accesibility and wellness upgrades.	Infrastructure	COA	DPW - Milano Center Health, Wellness, Accessibility	3/22/
Milano Center HVAC	\$ 215,503.76	\$ 215,503.76	\$ -	\$ -	100.00	Project complete and under budget.	Infrastructure	COA	DPW - Milano Center HVAC	3/22/
Asset Management Software	\$ 106,000.00	\$ 65,971.70	\$ 37,822.08	\$ 2,206.22	97.90	Contract fully encumbered (Brightly).	Infrastructure	DPW	DPW - Asset Management Software	5/2/
City Sidewalk Improvements - Ashland/Bay State/Burnett/Sycamore	\$ 750,000.00	\$ 75,000.00	\$ -	\$ 675,000.00	10.00	Ongoing with City Paving Sidewalk Contract. Current invoices received \$75,000 (Holcim/Aggregate). Will restart in spring of 2023 and expected new vendor.	Infrastructure	DPW	DPW - City Sidewalk Improvements	3/22/
Covid Sanitization-Custodial	\$ 65,000.00	\$ 53,569.65	\$ -	\$ 11,430.35	82.40	Invoices received in FY22 total \$53,569.65. Remaining balance to be encumbered/invoiced in FY23.	COVID Response	DPW	DPW - Covid Sanitization-Custodial	4/20/
Labor Costs/Additional Cleaning and Sanitizing of Public Buildings	\$ 40,000.00	\$ 27,216.00	\$ -	\$ 12,784.00	68.00	Part time and temporary employees hired to continue to deliver services.	COVID Response	DPW	DPW - Labor Costs Additional Cleaning and Sanitizing of Public Buildings	4/20/
Lead Water Service Inventory and Replacement Design	\$ 150,000.00	\$ 44,843.54	\$ 104,756.46	\$ 400.00	99.70	In progress (Tata & Howard). Approximately 12 residents applied for incentive.	Infrastructure	DPW	DPW - Lead Water Service Inventory and Replacement Design	3/10/
Traffic Calming Toolkit	\$ 28,300.00	\$ 3,212.50	\$ 25,087.50	\$ -	100.00	Contract fully encumbered (Neighborways Design). Invoices to date \$3,212.50	Infrastructure	DPW	DPW - Traffic Calming Toolkit	3/10/
Replacement Vehicle to Deliver Services	\$ 23,000.00	\$ 23,000.00	\$ -	\$ -	100.00	Vehicle purchased and invoiced	Infrastructure	DPW	DWP - Replacement Vehicle to Deliver Services	9/20/
Fire Headquarters HVAC	\$ 30,815.00	\$ 30,815.00	\$ -	\$ -	100.00	Project complete.	Infrastructure	Fire	DPW - Fire Department HVAC	3/10/
Tremont Fire House Update	\$ 151,205.00	\$ 123,644.87	\$ 27,560.13	\$ -	100.00	Project expected completion (BC Construction) in February 2023	Infrastructure	Fire	DPW - Tremont Fire House Update	6/28/
Fire Department Vehicles	\$ 120,000.00	\$ -	\$ -	\$ 120,000.00	0.00	Fire Department put an order through MHQ (the largest provider of public safety vehicles in the United States) late August 2022 for two 2023 Ford Utility Interceptors (AWD, Hybrid). These vehicles will replace the Chief's and the Fire Prevention Captain's current aged-out vehicles. Due to a global shortage of semiconductor chips in the automotive industry, we have not been able to spend the funds. According to our sales representative from MHQ, the vehicles have not yet arrived from Ford and both vehicles are listed as "unscheduled" in their system. They are not giving out lead times.	Public Safety	Fire	Fire - Fire Department Vehicles	5/20/
Public Safety Training Equipment	\$ 105,308.00	\$ 77,885.59	\$ -	\$ 27,422.41	74.00	In January 2022, a field service engineer from Laerdal (the SimMan 3G manufacturer) came to the Fire Department for the installation of the SimMan. After the installation, our Firefighters attended both a virtual orientation as well as a virtual training with Laerdal where they learned how to use the SimMan to best suit FD needs. As soon as the members completed the training, the simulator was deployed. Firefighter Jeremy Dungca has done a great job with making sure the FD members remain proficient with interventions and clinical judgement by continuously training using the SimMan. The remaining amount is for the warantee renewal in FY25.	Public Safety	Fire	Fire - SimMan 3G Plus	11/9/
At-Home COVID tests	\$ 1,824.00	\$ -	\$ 1,824.00	\$ -	100.00	Complete	COVID Response	Health	Health - At-Home COVID Tests	1/12/
FT Social Service Coordinator	\$ 213,847.00	\$ 52,844.11	\$ -	\$ 161,002.89	24.70	Our Social Services Coordinator, Collin Macgowan, has continued working with Melrose individuals in need, referred from multiple partners including the Mayor's Office, City Council, Melrose Housing Authority, Melrose Police and Fire, among others. This position has been able to provide low-level case management and referrals to many social services that address issues such as food insecurity, housing insecurity, heating assistance, mental health, and behavioral health. We have also been able to successfully support our school families alongside our school counseling staff. We continue to leverage resources within our immediate community, as well as existing resources in our region	Community Mental H	Health	Health - Social Services	3/10/
IT Intern to Address Backlog of Infrastructure and Cybersecurity Projects	\$26,000	\$ 5,122.95	\$ -	\$ 20,877.05	19.70	Original ARPA funded intern started in October but moved into a permanent IT position at the schools shortly thereafter. IT has since worked with HR to recruit and hire another intern.	COVID Response	IT	COVID-19 Backlog of IT Infrastructure and Cybersecurity Projects	10/18/
Melrose Public Library HVAC Upgrades	\$ 500,000.00	\$ 500,000.00	\$ -	\$ -	100.00	Funds transferred to the Library Project	Infrastructure	Library	OPCD - Melrose Public Library HVAC Upgrades	3/10/
			\$ -							
Economic Recovery Director	\$ 289,085.00	\$ 88,695.74		\$ 200,389.26	30.70	As the City's Liaison to businesses, nonprofits, and the arts community, created an Economic Development webpage for the City to host a variety of resources and information for businesses, nonprofits and the arts community; spearheading the City's Pop-Up Program including managing the budget for the state economic development earmark being used to fund the project and liaising with commercial property owners and real estate agents to secure space. Administering Melrose's ARPA-funded Small Business and Nonprofit Recovery Grant program, as well as the Food Insecurity initiative. Conducting a comprehensive analysis of all City fees charged for various licenses, permits and City-provided services.	Economic Recovery	Mayor's	Mayor's - Economic Recovery Director	3/10/
Addressing Food Insecurity	\$ 75,000.00	\$ -	\$ -	\$ 75,000.00	0.00	\$25,000 grant awarded; staff from several departments are working collaboratively with additional community partners on a project to address food insecurity utilizing the remaining \$50,000.	Economic Recovery	Mayor's	Mayor's - Addressing Food Insecurity	8/11/

Attachment: ARPA Funds Expended to date 1.30.23 with project updates for City Council (INFO-2023-10 :

ARPA Project Name	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED	Project update	Type	Department	Lead Department - Title	Project Approval Date
Community Conversations Initiative	\$ 26,800.00	\$ -	\$ -	\$ 26,800.00	0.00	Consultant has been engaged and the project is kicking off this week.	Community Mental Health	Mayor's	Mayor's - Community Conversations Initiative	6/23/
Small Business/Non-Profits/Cultural Sector Suport	\$ 150,000.00	\$ -	\$ -	\$ 150,000.00	0.00	\$100,000 awarded to 31 small businesses; second round of the grant program opens in April.	Economic Recovery	Mayor's	Mayor's - Small Business/Non-Profits/Cultural Sector Suport	8/11/
Utility Arrearages	\$ 146,084.44	\$ -	\$ -	\$ 146,084.44	0.00	Contract with National Grid has been executed; awaiting notifications to eligible rate payers and payout of final amount. Once National Grid applies credits to low-income Melrose rate payers' accounts in arrears, the project will be complete.	Economic Recovery	Mayor's	Mayor's - Utility Arrearages	9/29/
Amazing Grace Basketball Court	\$ 41,106.00	\$ 10,379.56	\$ -	\$ 30,726.44	25.30	Parks Dept. received \$41,106.00 of ARPA Funds plus \$5,0000 from the 5K Your Way participatory budget for a total of \$46,106.00. The total for the project was \$26,805.38, \$17,000.00 of which was a credit we were allowed to use from in-kind services when D&R Paving contract ended.	Infrastructure	Parks	Parks - Amazing Grace Basketball Court	3/10/
Foss Park Basketball and Playground Upgrade	\$ 150,000.00	\$ -	\$ -	\$ 150,000.00	0.00	Designs for the playground are due on January 30th for neighborhood group to review in Feb. Where we went with two pickleball courts and half basketball court instead of 3 pickleball courts, Parks Dept. was able to cover the half court out of the pickleball money leaving the full \$150K towards playground	Infrastructure	Parks	Parks - Foss Park Basketball and Playground Upgrade	3/10/
Police Department Vehicles	\$ 256,000.00	\$ 210,951.19	\$ 34,109.88	\$ 10,938.93	95.70	Four vehicles are slated to be completed and delivered in March/early spring.	Public Safety	Police	Police - Police Department Vehicles	5/26/
Community Mental Health Initiative	\$ 200,000.00	\$ 38,218.59	\$ -	\$ 161,781.41	19.10	Melrose Recreation Department and Melrose Health and Human Services have continued their partnership to bring Mental Health First Aid and Mindfulness trainings to the community. This past fall, we offered 8 free classes of adult and youth mental health first aid, resulting in 126 trained residents. This winter season, we project that will reach over 100 more residents trained. With this initial investment, we have been able to build up internal and community partner based certified trainers, which will allow us to continue MHFA sustainably post-ARPA funding. Phase 2 of our program is headlined by Frank Olivieri's weekly Mindfulness classes, designed to help reduce stress and teach individuals the skills they need to cope with stress. Our winter programs have already reached capacity, projecting over 80 residents trained. Kara Showers, Melrose Health and Human Services' Prevention and Wellness Coordinator has been leading the coordination of these sub-programs within the Community Mental Health Initiative and will help us build out additional youth/teen wellness programming moving forward.	Community Mental Health	Rec/Health	Recreation - Community Mental Health Initiative	3/10/
Schools Revenue Loss Replacement	\$ 802,435.00	\$ 802,435.11	\$ -	\$ -	100.00	Funds transferred to School Department	COVID Response	Schools	Auditor's - Schools Revenue Loss	9/30/
COVID-19 Disinfection	\$ 128,000.00	\$ 46,506.99	\$ -	\$ 81,493.01	36.30	Part time and temporary employees hired to continue to deliver services.	COVID Response	Schools	DPW - COVID-19 Disinfect Public Schools	4/20/
High School and Middle School Complex Elevators	\$ 494,000.00	\$ 24,055.00	\$ 20,850.00	\$ 449,095.00	9.10	Construction underway (Associated Elevator). State Earmark has been secured for this project, allowing the ARPA budget to be reduced.	Infrastructure	Schools	DPW - High School and Middle School Complex Elevators	3/22/
HVAC Study and Implementation of A/C addition at MVMMS	\$ 1,050,000.00	\$ -	\$ -	\$ 1,050,000.00	0.00	Scope and bid documents for design still underway. Expected to be bid in Spring of 2023.	Infrastructure	Schools	DPW - HVAC Study and Implementation of A/C addition at MVMMS	6/15/
Schools Asbestos Abatement	\$ 90,000.00	\$ 81,967.00	\$ 2,600.00	\$ 5,433.00	94.00	Winthrop and Franklin complete (Multiple vendors)	Infrastructure	Schools	DPW - Schools Asbestos Abatement	6/15/
School Department Closing FY22 Budget	\$ 774,697.00	\$ 774,697.00	\$ -	\$ -	100.00	Funds transferred to School Department	COVID Response	Schools	Schools - School Department closing FY22 budget	9/29/
Window Replacement at Franklin School	\$ 60,000.00	\$ -	\$ -	\$ 60,000.00	0.00					
TOTAL	\$ 7,314,510.20	\$ 3,404,109.43	\$ 254,610.05	\$ 3,655,790.83						
REMAINING UNALLOCATED ARPA FUNDS	\$ 1,059,663.80									

Attachment: ARPA Funds Expended to date 1.30.23 with project updates for City Council (INFO-2023-10 :



PAUL BRODEUR
Mayor

CITY OF MELROSE

OFFICE OF THE MAYOR

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

MEMORANDUM

To: Melrose City Council/A&O Committee
From: Margot Fleischman, Director of Strategic Initiatives and Communication
Re: INFO-2023-10: Request for American Rescue Plan Act (ARPA) funding update
Date: January 30, 2023

As a follow up to our presentation to the Appropriations and Oversight Committee last December, I am pleased to provide the Honorable City Council with a further update on the use of Melrose's ARPA funds, including reports on the expenditures incurred and status updates for all approved projects.

Summary of ARPA expenditures

To-date, the Mayor has approved projects totaling \$7,314,510. Of this amount, \$3,404,109 has been expended with a further \$ 254,610 encumbered, representing 43.7% of Melrose's ARPA dollars. \$3,655,791 is allocated but unspent, and \$1,059,663 remains unallocated.

Since our last update, the Mayor has approved one additional project request that was urgent and time sensitive. The Window Replacement at Franklin School project will ensure the safety and comfort of our youngest learners and their teachers by addressing water leaks and heat loss due to a critical failure of a window system at the school that requires immediate attention.

Project budget amendments

Assistant Auditor Kerri Golden continues to refine budgets in collaboration with requesting department heads as projects move forward, and there have been several minor budgetary adjustments made to reflect the actual or anticipated costs. More substantively, we have increased our allocation for ARPA consultants by \$15,000 (from \$10,000 to \$25,000) based on the number of hours we have utilized so far, and looking ahead to compliance issues that may arise as the ARPA timeframe winds down. On the other side of the ledger, the High School and Middle School Complex Elevators project has been reduced by \$100,000 (from \$594,000 to \$494,000) based on a lower-than-expected contract bid cost and a \$150,000 State earmark that will defray the cost of the project.

Project Tracking

Department heads have provided status updates for all approved projects in the accompanying spreadsheet which tracks expenditures and encumbrances by project. We will continue to track this progress on a regular basis to ensure that the City expends funds in a timely manner and that we are on track to spend or encumber all ARPA funds by the U.S Treasury Department deadlines. Should you have any questions regarding specific projects, please do not hesitate to contact me.

Attachment: ARPA Update to City Council January 2023 (INFO-2023-10 : Request for ARPA update)



CITY OF MELROSE

DEPARTMENT OF PUBLIC WORKS

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

James Troup

Assistant Director – Administration & Finance

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

Telephone – (781) 665-0142

E-mail: jtroup@cityofmelrose.org

September 27, 2022

To: Paul Brodeur, Mayor
Margot Fleishman, Director of Strategic Initiatives
Patrick Dellorusso, CFO/Auditor

From: James Troup, DPW Deputy Director Administration and Finance

Cc: Elena Proakis Ellis, DPW Director
Jay McNeil, Facilities Director

RE: ARPA – Custodian Services in City Schools

Please accept this memo as an update to our strategies as we continue to implement services and efforts to mitigate the spread of COVID to the most vulnerable residents of the City of Melrose. The Department of Public Works Facilities Division provides front-line services at our City Schools. Additional cleaning and disinfecting have been part of our daily routine since the outbreak of this pandemic. This service continues as this virus lingers and mutates into new variants.

The current strategy will be to utilize our approved ARPA Project Request for Custodian Services and Cleaning by creating up to three Temporary Laborer Positions which will be assigned to clean our City Schools. These positions will serve a maximum of 90 days and serve in a supplemental role as we continue to deal with the effects of COVID. There will be no effect on our Operating Budget nor will there be future requests for additional ARPA funding that has previously been assigned to these projects.

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

Attachment: ARPA Custodian (INFO-2023-10 : Request for ARPA update)

Questions received from Councilors for INFO-2023-10:
Request for American Rescue Plan Act (ARPA) funding update

Questions from Councilor Migliorelli:

1. Sidewalk improvements - approved in March 2022 but only 10% spent to date?

Answer from DPW Director Elena Proakis Ellis:

The ARPA allocation for sidewalk improvements was intended to be \$250,000 per year for three years. In Year 1, we decided to use the money toward Ashland Street (complete replacement of asphalt sidewalks with concrete) and Bay State Road. The \$75,000 spent was for Ashland Street. Bay State Road was not able to be completed in calendar year 2022 as originally planned due to shortages of radial curb, which was required due to the bends in the road. We plan to complete this work in 2023 but left the money set aside for that purpose. We also intend to spend the \$250,000 that was intended for 2023 during this construction season provided that materials shortages or scheduling challenges do not impact our plans.

2. Community Mental Health Initiatives -- there was confusion at our December meeting. In a different order, Anthony said that Kara Showers was being paid from ARPA money for community mental health, but then you said she wasn't. From where has Kara's salary been paid?

Answer from H/HS Department Director Anthony Chui:

Prior to July 1, 2022 Kara's salary was paid through a Mass in Motion Grant. Since that grant ended, she has been paid through the Health and Human Services Department's operating budget. The initial ARPA project request for the Community Mental Health initiative did not include funding a staff person. However, as Kara was playing a central role in administering the Community Mental Health initiative, I requested that she be paid from the ARPA project fund on a temporary basis (6 months) with the intention of moving her salary onto the Cannabis Fund (as proposed in APP-2023-10 Appropriation Community Prevention and Wellness Initiative). Since that appropriation did not move forward, I have updated the ARPA project budget and requested that she be paid from ARPA for the full FY23.

3. Covid sanitation -- there are 3 line items dedicated to Covid-related sanitation; one for the Schools and two for DPW. It looks like we have a total of about \$100K unspent, that we're waiting on invoices on and paying temporary staff, correct? How do we have unpaid temporary staff? I don't think we're still deep cleaning schools and public buildings?

Answer from Assistant DPW Director for Administration and Finance Jim Troup:

Covid Sanitation/Custodial Supplies: I have had preliminary conversations with the Auditing Department about a strategy to use the remaining balance (\$11,430.35). We will either identify invoices that have

already been paid and transfer that expense or will place an order for custodial supplies to replenish our inventory.

Labor Costs/Additional Cleanings and COVID-19 Disinfection: Both accounts were designated as labor accounts. One account was a salary and wages account and a second was set up as an overtime account. As you may recall, we [Jim/Margot/Mayor] spoke about our strategy to employ part time and temporary custodians to maintain the expected level of service. The first Temporary Custodian was hired in early December and a second recently started. We have also brought on a few Part-time Custodians over the past two months. At the end of the temporary assignments, it is our expectation that we will be extending both Temporary Custodians an additional 90 days. The Part-time Custodians will be assessed periodically. As part of the strategy to employ Temporary and Part-time Custodians, we projected costs at approximately \$70,000. The balance could be reallocated. I have attached a memo (from September) that outlined the request.

Questions from Councilor Williams:

1. Traffic Calming: When I spoke to the traffic calming consultant in October, he said no work had progressed on this from our side, and that individual actually left his company a few weeks ago. Can you please ask for updates on this project and be ready to discuss progress in detail?

Answer from DPW Director Elena Proakis-Ellis:

Since I was spearheading this project, progress has been on hold until I have a chance to re-engage. We had started out strong with finalizing the scope, getting the contract signed, and having a couple of meetings to agree on the approach. But they had some more detailed asks that I wasn't able to provide with my present schedule, and Vonnie did not think it was appropriate to move forward without me given my institutional knowledge on this topic. The project manager leaving the consulting company also has slowed us down. We plan to resume work on this project in February when I'm back in the office a little more often.

Ghobrial, Andrew

From: Fleischman, Margot
Sent: Monday, December 5, 2022 3:57 PM
To: City Council
Cc: *Mayor Brodeur; Dello Russo, Patrick
Subject: Materials for December 8 A&O meeting
Attachments: ARPA Update to City Council December 2022.pdf; ARPA Update Slides December 8, 2022.pdf; Finance Report to the City Council Slides December 8 2022.pdf; FY22 Free Cash update.pdf; 10 year General Fund Debt Plan.pdf; ARPA Approvals by Dept to date 10.18.22.pdf

Good afternoon Councilors,

Please find attached the following presentation materials and memos provided in advance of the A&O meeting this Thursday, December 8:

- **INFO-2023-10:** Request for American Rescue Plan Act (ARPA) funding update
 - **ARPA Update memo and slide presentation; ARPA approvals spreadsheet**
- **INFO-2023-11:** Update on the Status of the City of Melrose's Finances
 - **Finance Report slide presentation and 10-year General Fund Debt Plan**
- **INFO-2023-12:** An Update on the Status and Usage of Free Cash in the City of Melrose
 - **Free Cash update memo**

As always, should you have any questions, please do not hesitate to reach out.

Best,
 Margot

Margot Fleischman

(She/Her/Hers)

Chief of Staff

& Director of Strategic Initiatives and Communications

Office of Mayor Paul Brodeur

Melrose City Hall

562 Main St

Melrose, MA 02176

(781) 979-4440



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



PAUL BRODEUR
Mayor

CITY OF MELROSE

OFFICE OF THE MAYOR

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

MEMORANDUM

To: Melrose City Council/A&O Committee
From: Margot Fleischman, Director of Strategic Initiatives and Communication
Re: Update on use of American Rescue Plan (ARPA) funds
Date: December 8, 2022

On behalf of Mayor Brodeur, I am pleased to present the Honorable City Council with a further update on the use of Melrose's ARPA funds, including funds that have been spent or committed for specific projects. As you know, the City of Melrose has received total of \$8,374,174 in federal ARPA grant dollars. All ARPA grant funds must be spent or encumbered by December 31, 2024.

Approved ARPA projects

Since the last update to the Council, the following ARPA projects have been approved by the Mayor and CFO Patrick Dello Russo. Together with projects previously approved, this represents \$7.3 million investments in COVID-19 response, critical infrastructure, and organizational capacity.

• Schools Asbestos Abatement	\$90,000
• Community Conversations Initiative	\$25,000
• COVID-19 Sanitization-Custodial	\$65,000
• COVID-19 Disinfection (Schools)	\$128,000
• Labor Costs/Additional Cleaning and Sanitizing of Public Buildings	\$40,000
• HVAC Study and Implementation of A/C addition at MVMMS	\$1,050,000
• Tremont Fire House Update	\$151,205
• ARPA - Administration	\$4,500
• Addressing Food Insecurity	\$75,000
• Small Business/Non-Profits/Cultural Sector Support	\$150,000
• Police Department Vehicles	\$256,000
• Fire Department Vehicles	\$120,000
• Replacement Vehicle to Deliver Services (DPW)	\$23,000
• School Department Closing FY22 Budget	\$774,697
• Address COVID-19 Backlog of IT Infrastructure and Cybersecurity Projects	\$26,000

A complete list of all ARPA project approvals is attached to this memo and is also available on the City of Melrose webpage at: www.cityofmelrose.org/mayor/pages/ARPA

Attachment: Materials for December 8 A&O meeting (INFO-2023-11 : Update on city finances)

Budgetary Adjustments

As part of our regular tracking of ARPA project expenditures, Assistant Auditor Kerri Golden and I have periodically reviewed approved projects and, in consultation with the relevant department heads, have made budgetary adjustments as appropriate.

In cases where the amount originally budgeted exceeded what was necessary, those excess funds have been released back to available ARPA funds to be used for another project subject to the Mayor's review and approval. All budget adjustments have been reflected in the budget documents provided to the Council and posted on the City of Melrose website. The following projects have been adjusted since our last update to the Council:

	Original	Revised
• Social Services Coordinator	\$213,847	\$200,330
• Economic Recovery Director	\$417,000	290,000
• At-Home COVID tests	\$30,000	\$1,824

ARPA expenditures to-date

As of November 30, 2022, the City has expended \$3,189,685 of our ARPA allocation and has encumbered a further \$392,804.

Temporary moratorium on new ARPA allocations

Given the current financial uncertainty, including the potential impact of rising inflationary pressure on both labor and material costs, as well as the School Department structural deficit, the Mayor has chosen to reserve the remaining \$1.05 million in order to provide for maximum flexibility in the year ahead. However, it remains a high priority for the City to spend or allocate all ARPA funds by the December 2024 deadline.



ARPA Update

ARPA Basics

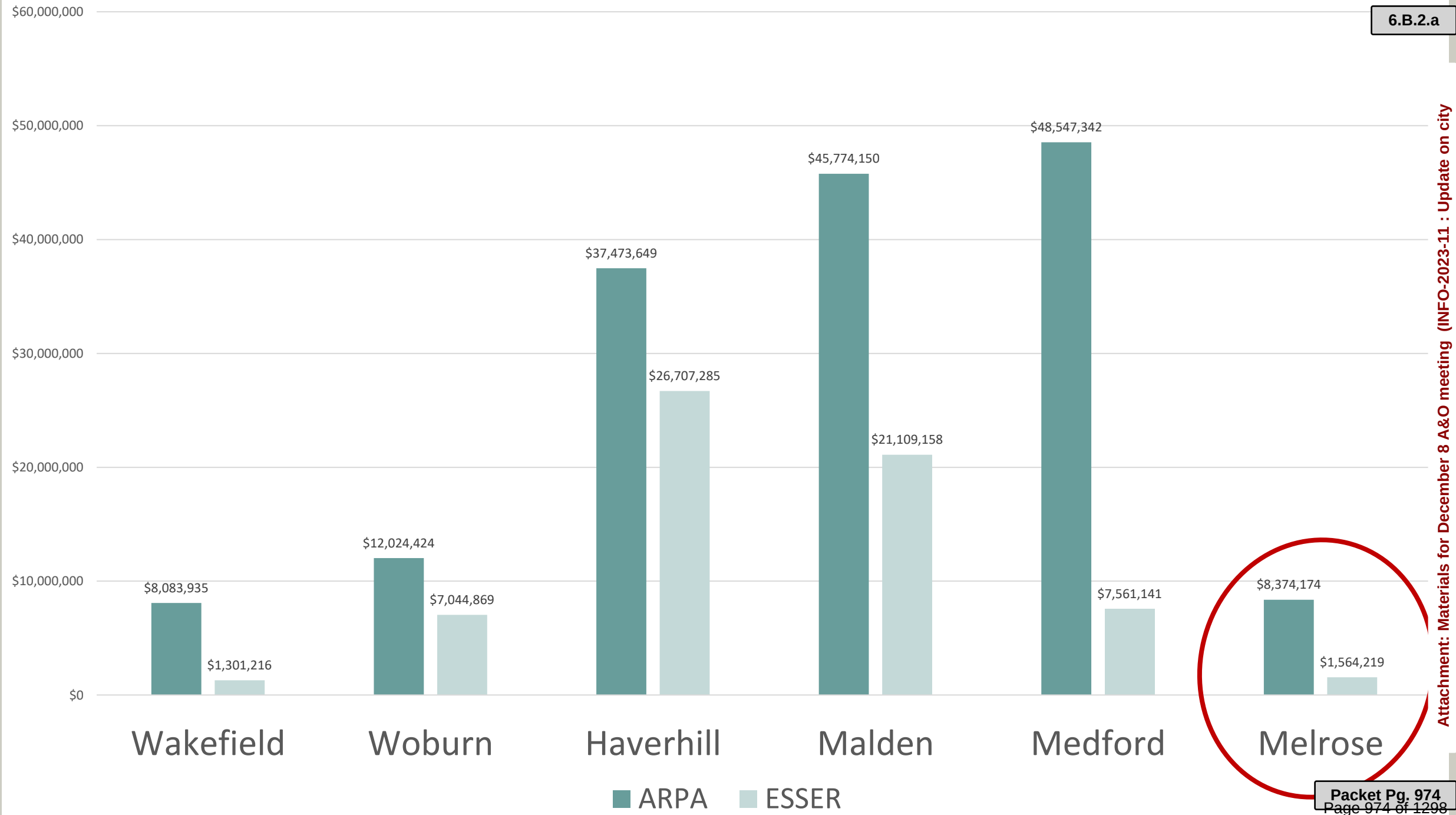
- Federal grant to the City in the amount of \$8,374,174 – based primarily on population.
- All funds must be spent or encumbered by December 31, 2024.
- Administered by the Mayor in consultation with CFO and staff taskforce.
- Advised by consultants from the accounting firm of Clifton Larson Allen, LLP.
- Audited as part of the City's annual single audit and subject to future federal audit.

Members of the Mayor's ARPA Staff Taskforce

- Patrick Dello Russo (CFO)
- Kathryn Armata (Treasurer/Collector)
- Kerri Golden (Auditor's Office)
- Denise Gaffey (OPCD)
- Chief Ed Collina (Fire)
- Chief Mike Lyle (Police)
- Allan Alpert (Emergency Management)
- Margot Fleischman (Mayor's Office)
- Neal Ellis (IT)
- Elena Proakis Ellis (DPW)
- Jim Troup (DPW)
- Jay McNeil (DPW)
- Anthony Chui (HHS)
- Leia Secor (School Finance Dept)

Federal Relief Aid Regional Comparisons

<u>Community</u>	<u>Population</u>	<u>ARPA</u>	<u>ARPA per capita</u>	<u>ESSER</u>	<u>ESSER per student</u>
Wakefield	27,045	\$8,083,935	\$299	\$1,301,216	\$392
Woburn	40,228	\$12,024,424	\$299	\$7,044,869	\$1,640
Haverhill	64,014	\$37,473,649	\$585	\$26,707,285	\$3,451
Malden	60,470	\$45,774,150	\$757	\$21,109,158	\$3,460
Medford	57,341	\$48,547,342	\$847	\$7,561,141	\$1,879
Melrose	28,016	\$8,374,174	\$299	\$1,564,219	\$417



Attachment: Materials for December 8 A&O meeting (INFO-2023-11 : Update on city

Mayor's Priorities

- Identifying the areas of greatest need and relevance for Melrose's economic and public health recovery, including mental health and wellness
- Making much needed investments in City infrastructure
- Maintaining financial stability

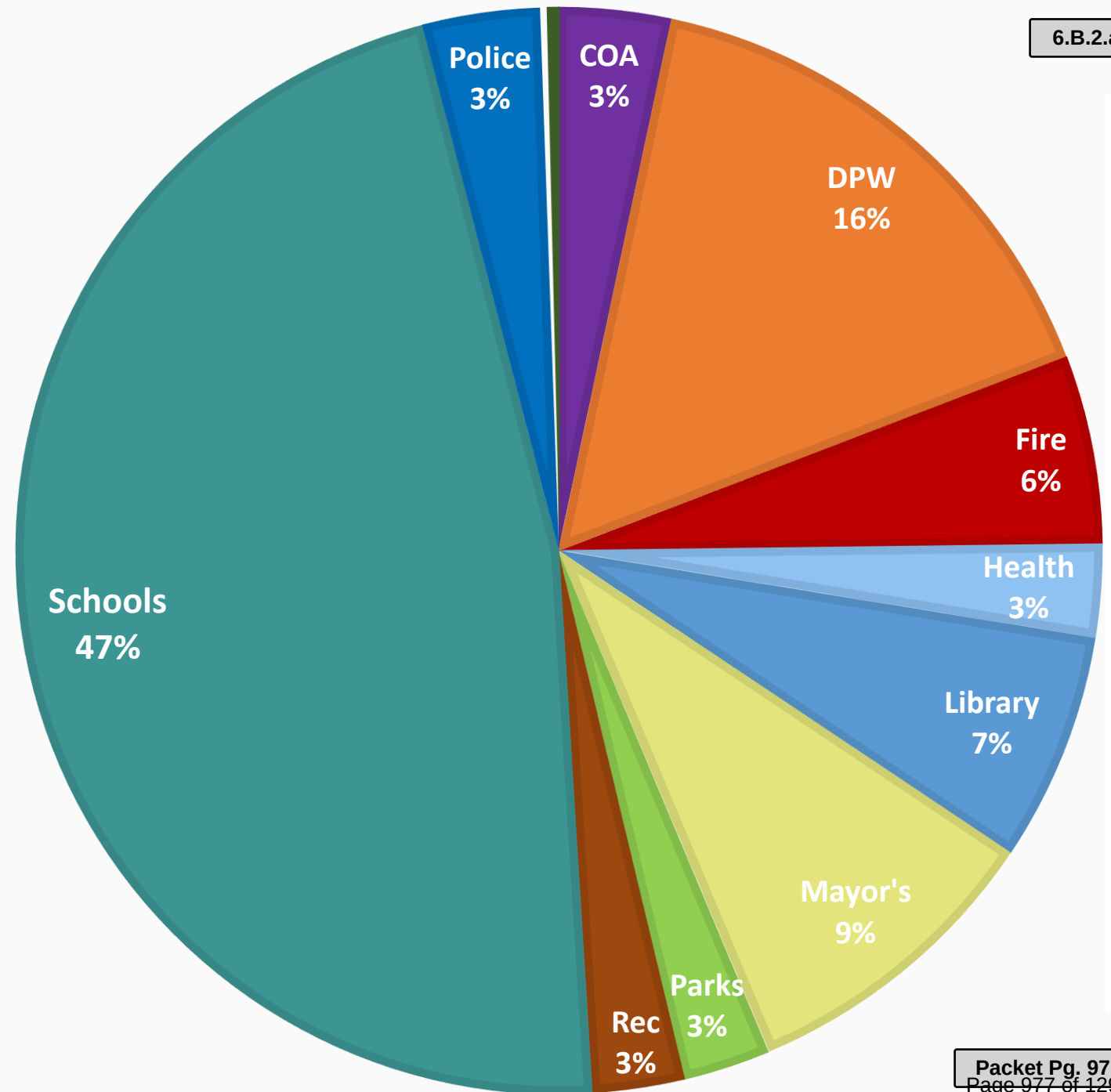
ARPA Approvals To-Date

34 projects from
12 departments

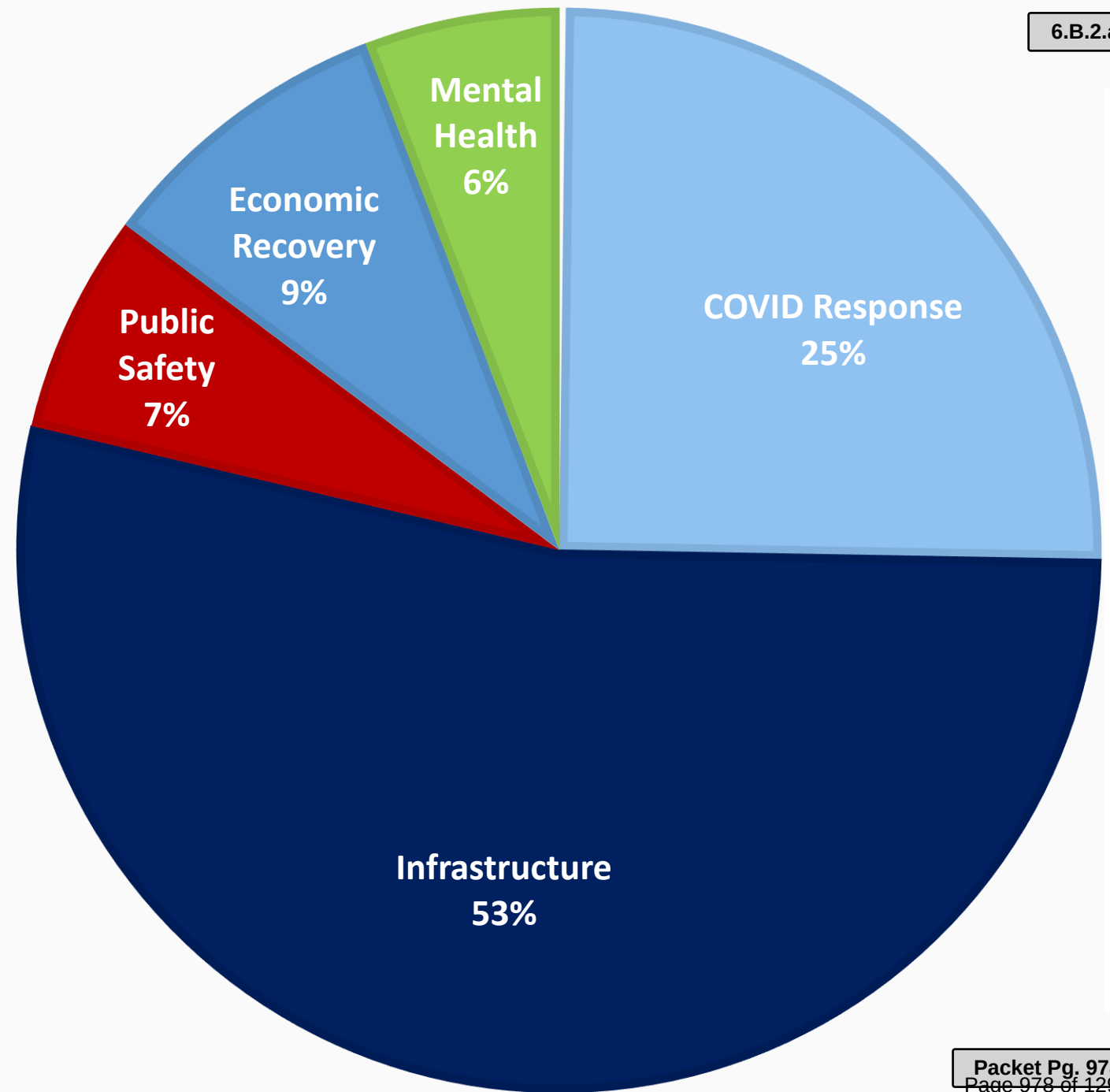
\$7.3M allocated

\$1.05M
unallocated

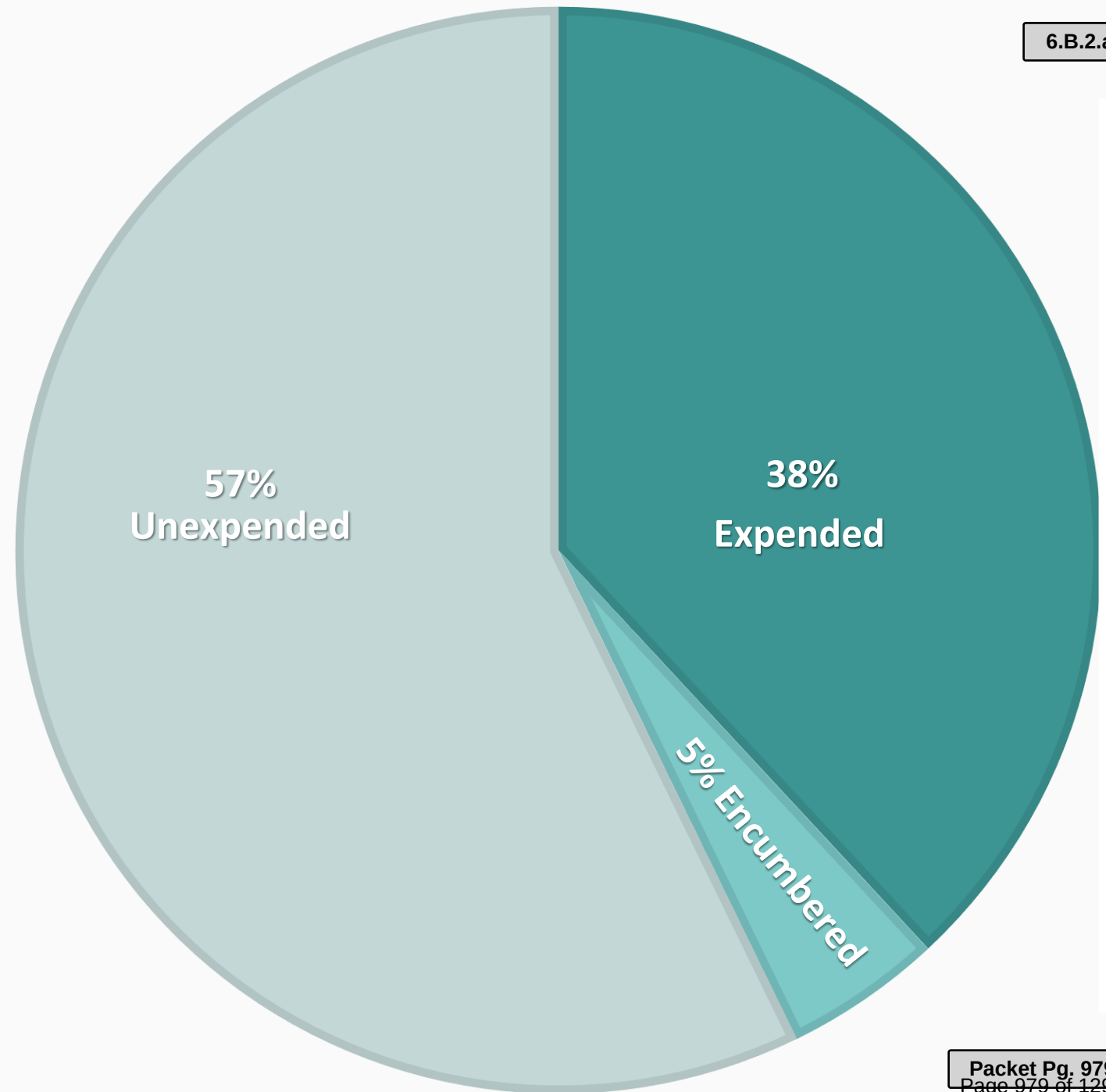
ARPA Allocations By Department



ARPA Allocations By Type



**ARPA
Expenditures
To-Date:
43% Expended
or Encumbered**



\$3.4 million ARPA funds invested in Melrose Public Schools

Schools Revenue Loss Replacement	\$ 802,000.00
COVID-19 Disinfection/Custodial Needs	\$ 128,000.00
HVAC Study and Implementation of A/C at MVMMS	\$ 1,050,000.00
Schools Asbestos Abatement	\$ 90,000.00
School Department Closing FY22 Budget	\$ 774,697.00
High School and Middle School Complex Elevators	\$ 594,000.00

Thank you!

www.cityofmelrose.org/mayor/pages/ARPA



Financial Update

**MELROSE CITY COUNCIL
APPROPRIATIONS &
OVERSIGHT COMMITTEE
MEETING**

DECEMBER 8, 2022

Patrick Dello Russo
CFO and City
Auditor

Kathryn Armata
Treasurer/Collector

Sarah MacLellan
Chief Assessor

Kerriann Golden
Assistant Auditor

City of Melrose Finance Team

What we will
cover
tonight:

Budget Snapshot

Impact of Proposition 2 ½

New Growth & Free Cash

Impact of School Department deficit

Tax Levy Limit

Capital Needs

Debt Model

Some terms and what they mean:

Tax Levy — The revenue a community can raise through real and personal property taxes. 6.B.2.a

Prop. 2 ½ — A Massachusetts law enacted in 1980 that places strict limits on the amount of property tax revenue a community can raise through real and personal property taxes.

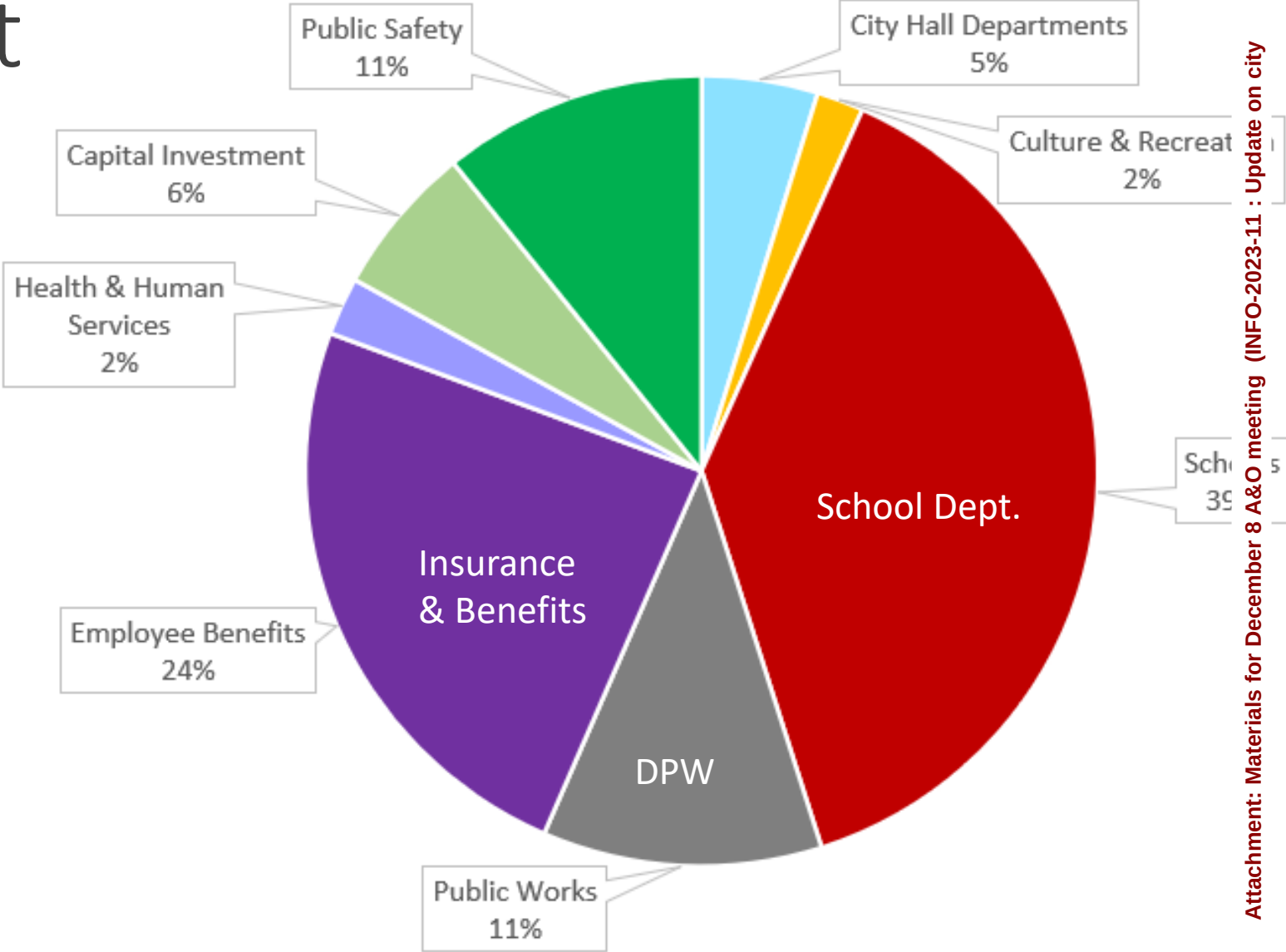
Tax Levy Limit — The maximum amount a community is allowed to raise through property taxes in a given year, based on 2.5% growth of the prior year's Levy Limit plus new growth.

New Growth — The increased value of new development and other growth in the tax base that is not the result of revaluation. A portion of this value is applied to the levy limit.

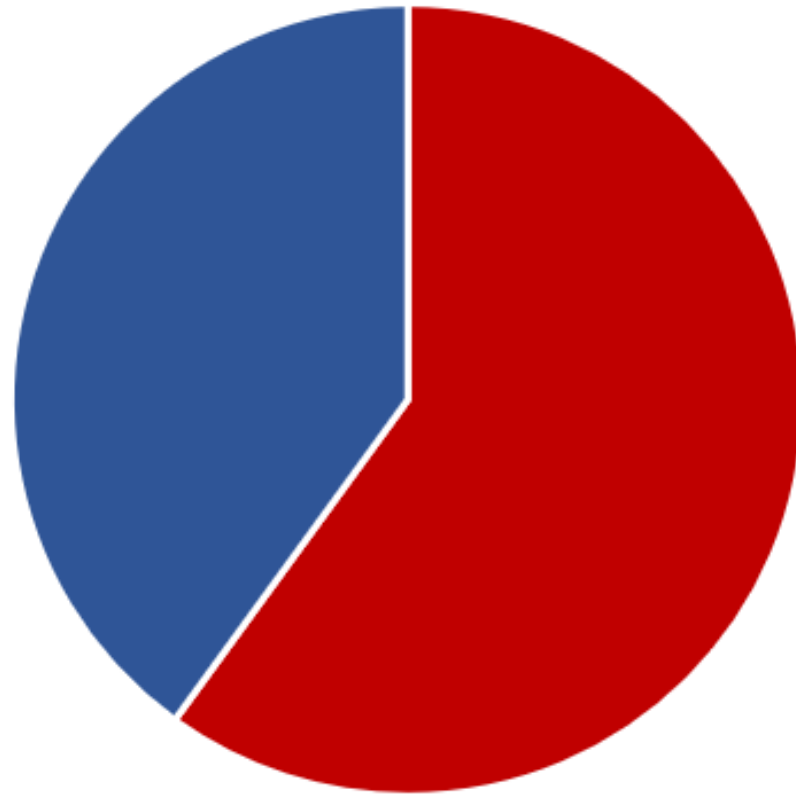
Override — A permanent increase in the Levy Limit of a community above the allowable 2.5% growth. Requires a majority vote at the ballot.

Free Cash — Funds certified annually by the state that come from municipal revenues being greater than expected and/or expenses being less than budgeted.

Budget Snapshot



Attachment: Materials for December 8 A&O meeting (INFO-2023-11 : Update on city



■ School Spending ■ Non-School Spending

School spending includes costs carried within City budgets:

- Facilities Division of DPW supporting the Schools
- Insurance and Benefits for School Employees
- Debt service for School facilities

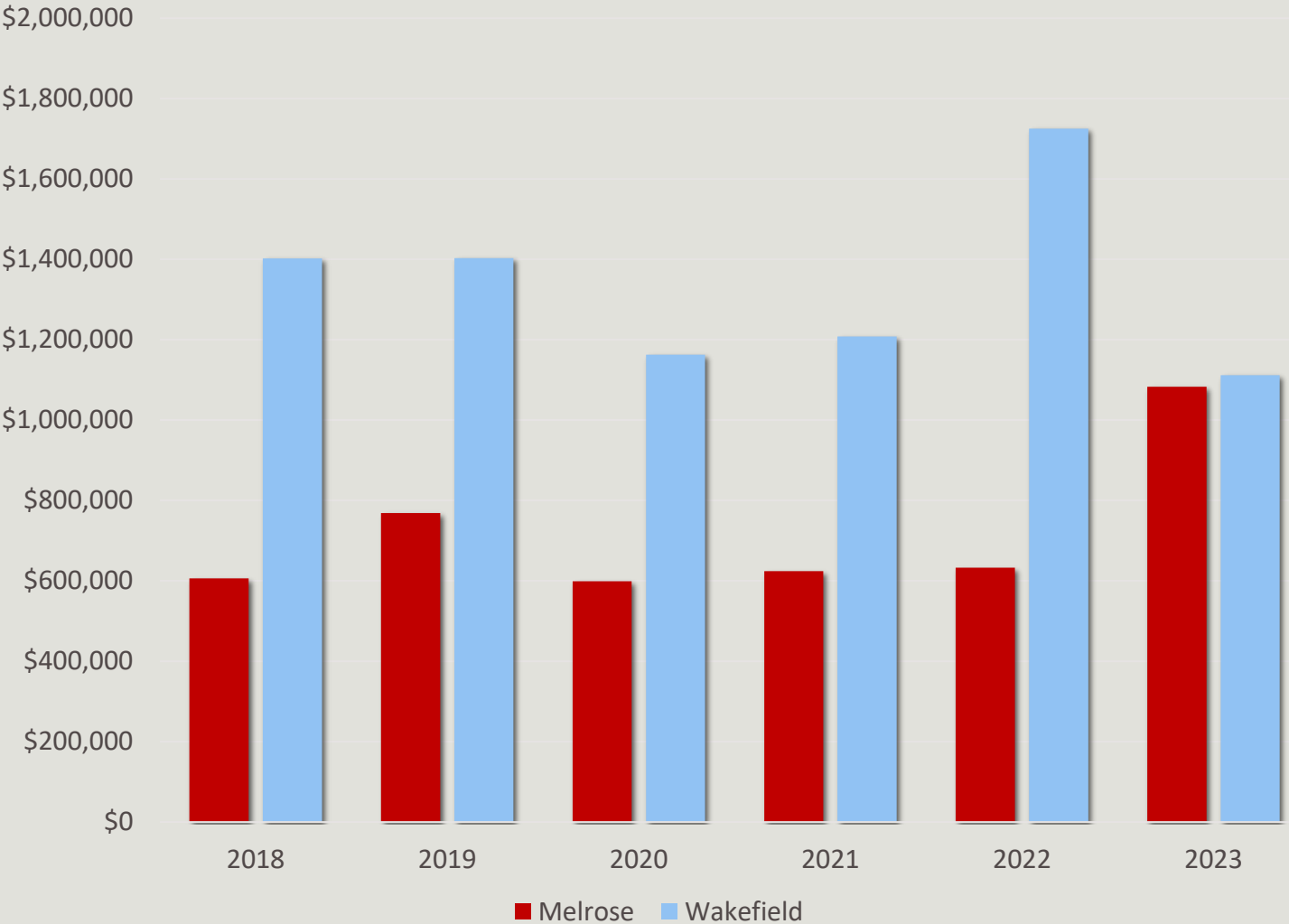
How does
Prop. 2 ½
affect our
finances?

We can only increase our tax revenue by
2.5% of last year's Levy Limit + New Growth

We tax to the Levy Limit so we cannot
increase taxes beyond that without an
override

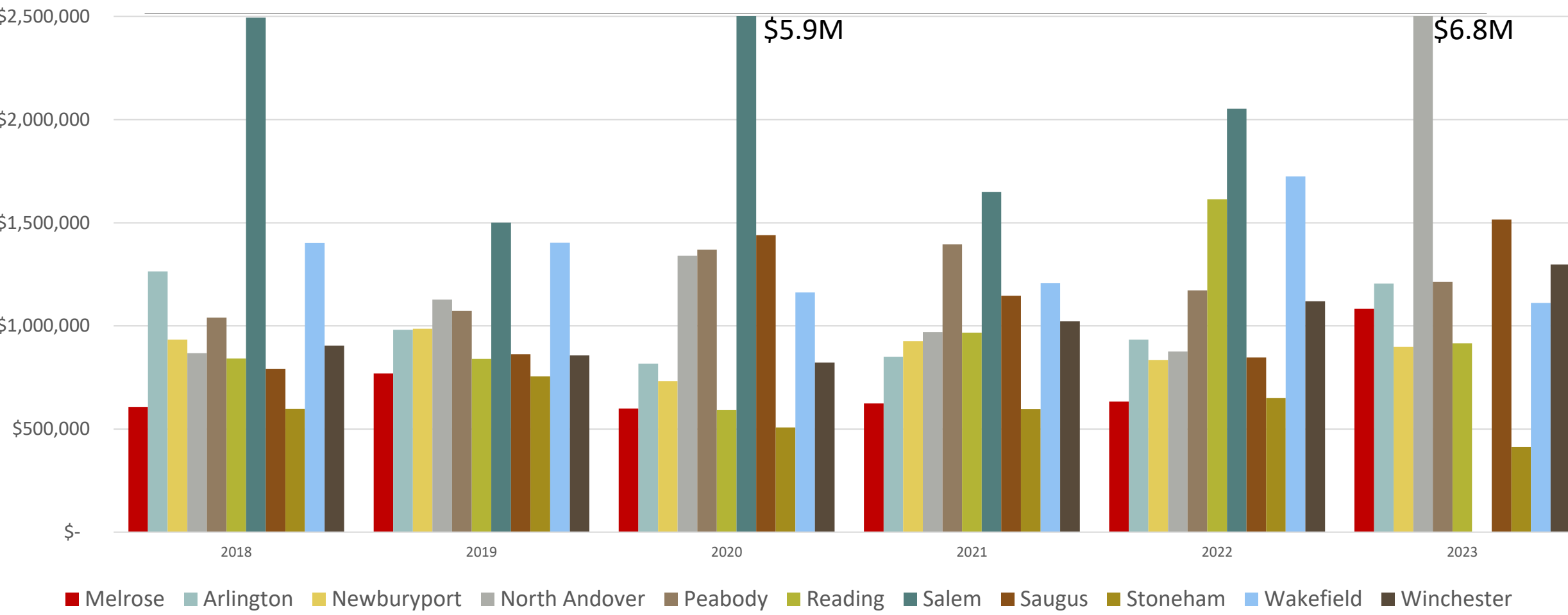
Annual operating budget increases must fit
within next year's Levy Limit

The majority of year-over-year budget
increases are non-discretionary costs



New Growth Comparison to Wakefield

10 Community New Growth Comparison



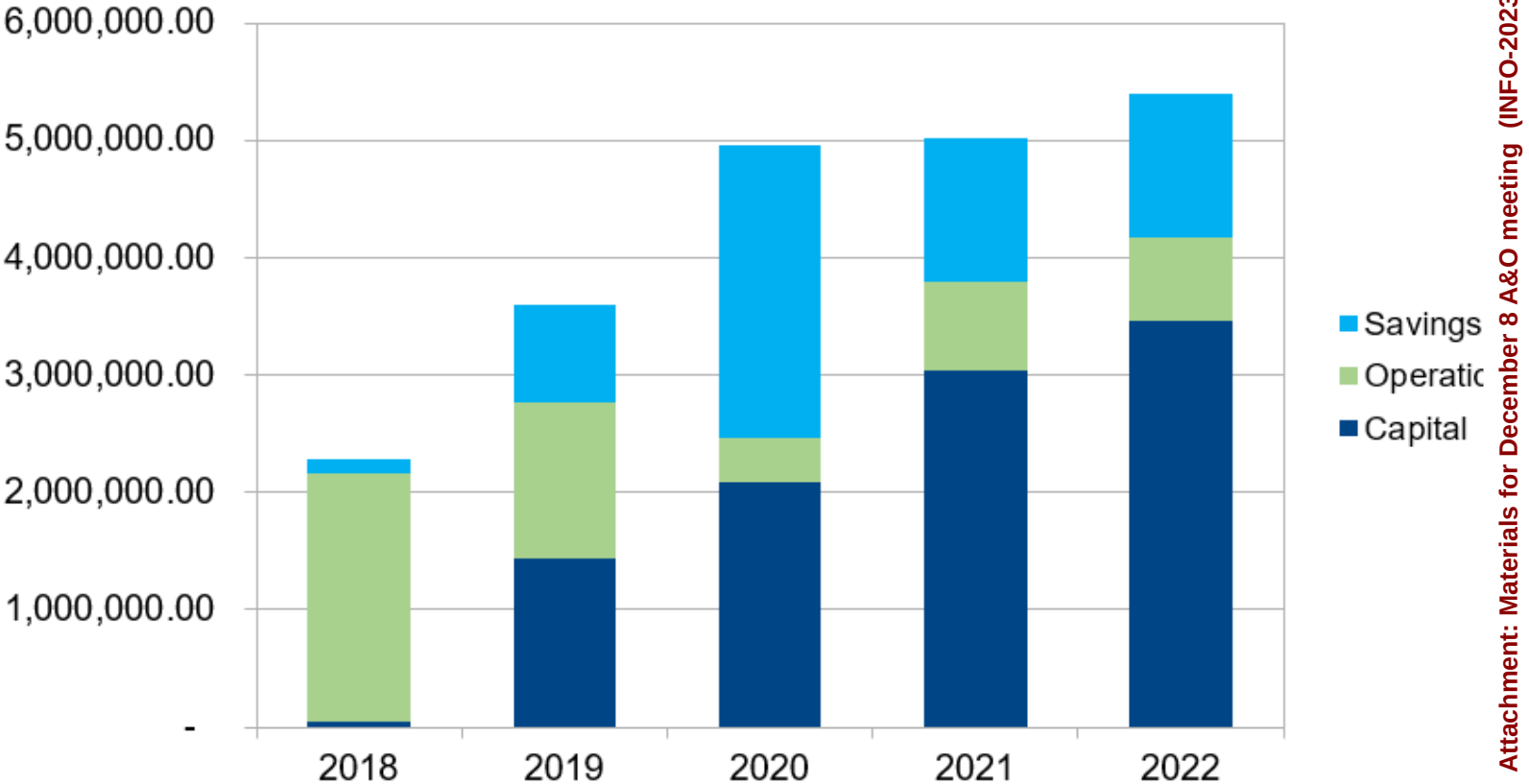
Attachment: Materials for December 8 A&O meeting (INFO-2023-11 : Update on city

Melrose Free Cash – past 5 years

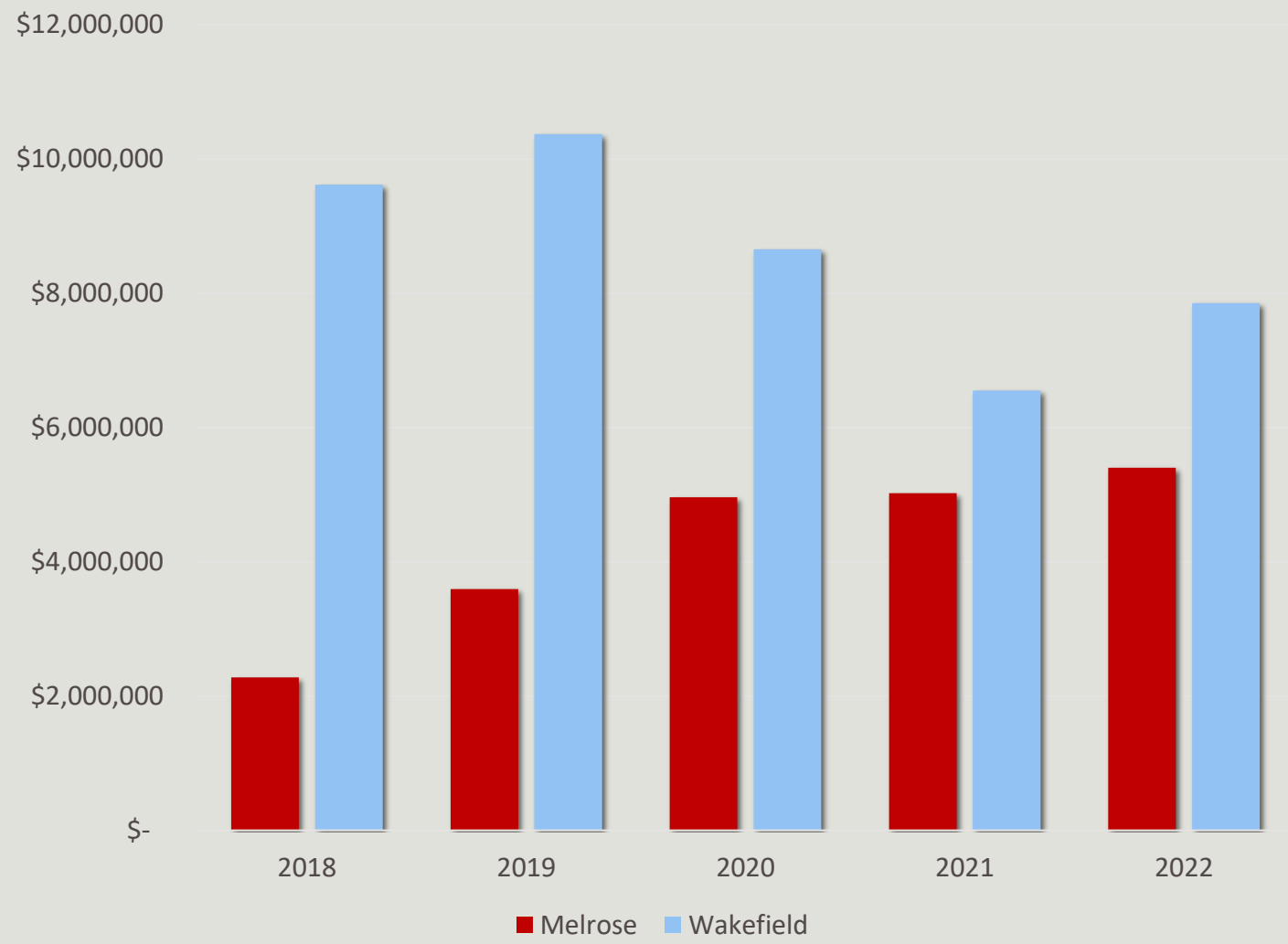
SAVINGS: stabilization funds, affordable housing trust

OPERATIONAL: snow/ice, software, trainings, etc.

CAPITAL: buildings, vehicles, playgrounds, trees, equipment, etc.



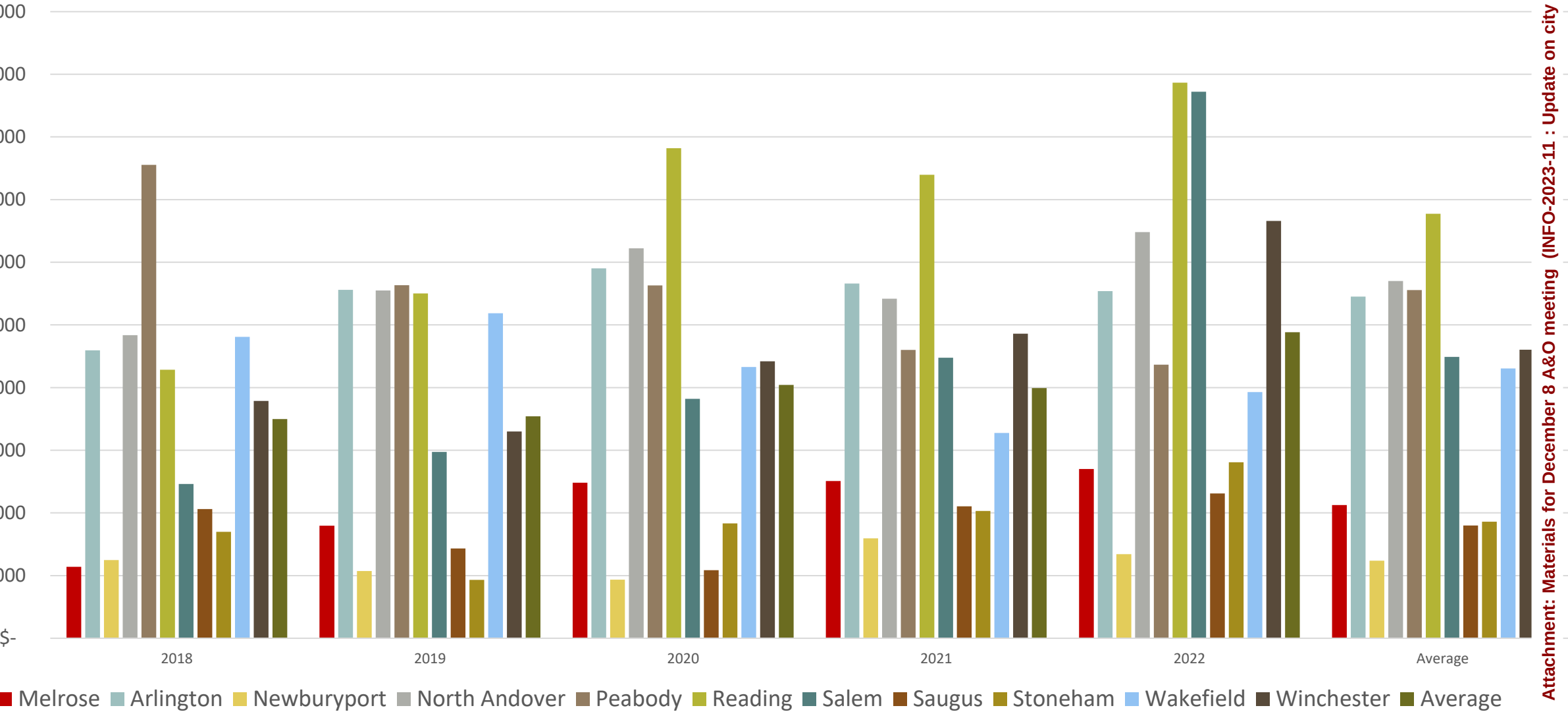
Attachment: Materials for December 8 A&O meeting (INFO-2023-11 : Update on city



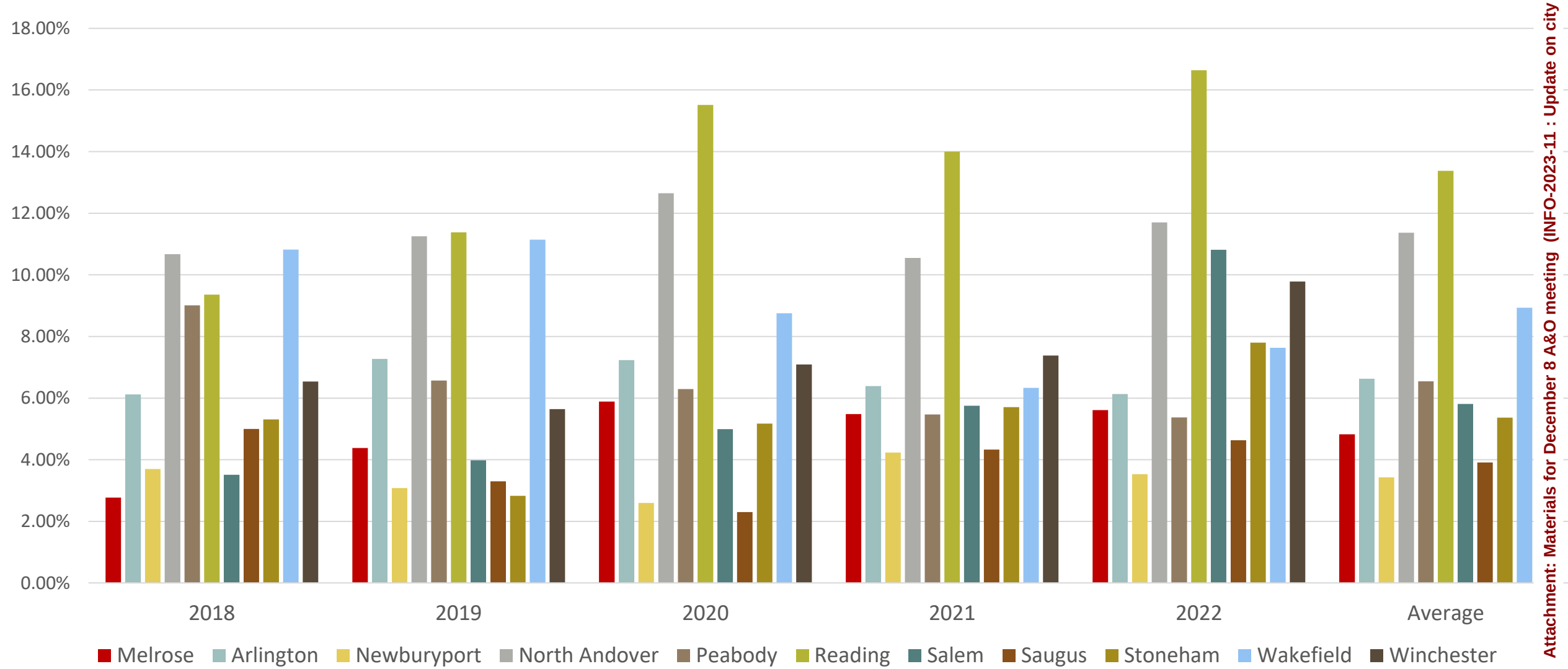
Free Cash Comparison to Wakefield

5 Year Free Cash Comparison (\$)

6.B.2.a



5 Year Free Cash Comparison (%)



Attachment: Materials for December 8 A&O meeting (INFO-2023-11 : Update on city

FY22 School Department Deficit

Major Cost Overrun Drivers, according to CLA Consultants:

- \$2.1 million of Special Ed cost overruns
 - \$700K – Transportation
 - \$1.48 million – Tuitions
- Remainder can be accounted for by the teacher coverage costs that were charged to paraprofessional lines. Teachers were required to stay home up to 10 days after contracting COVID-19 and the district had to provide coverage.

FY22 deficit closed using federal education relief and ARPA funds

School Department structural deficit expected to continue

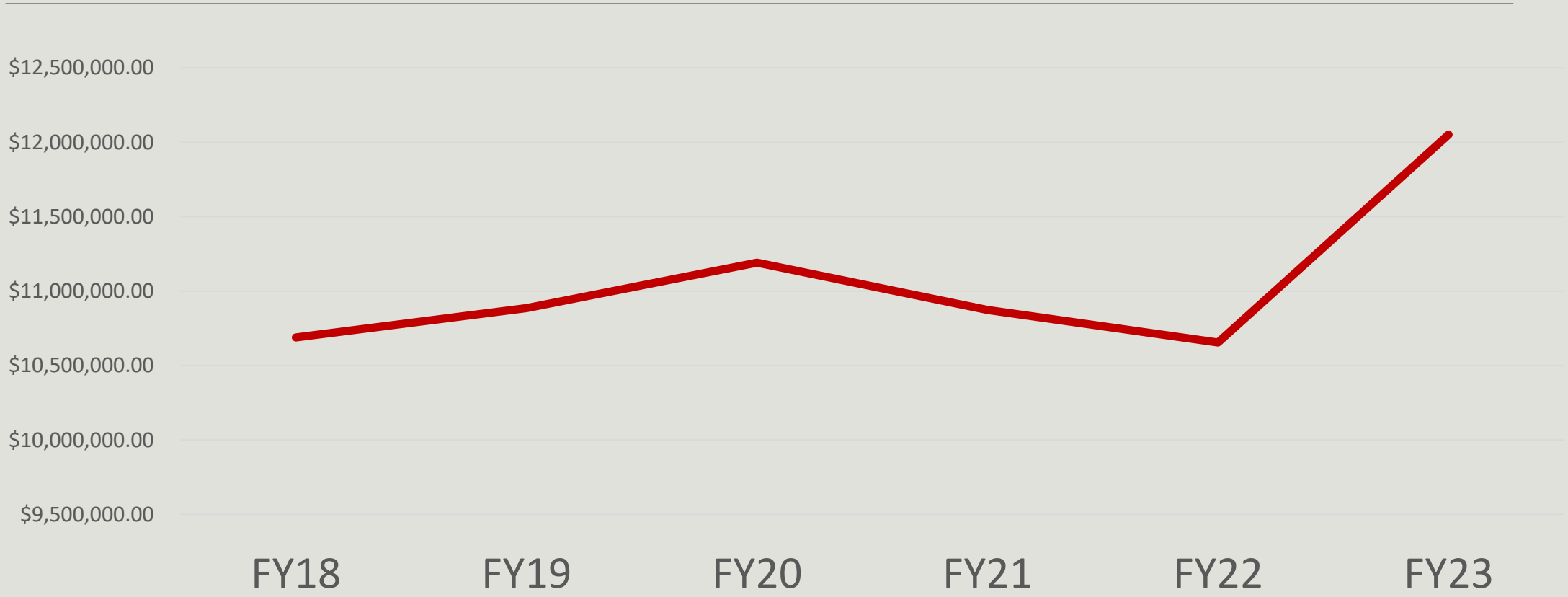
Potential funding sources:

- Free Cash
- Contract Stabilization Fund/Special Education Stabilization Fund
- ARPA
- Other funding sources if available

Potential increased revenue sources:

- State aid (Student Opportunity Act)
- Comprehensive fee study
- Continued re-development to support new growth

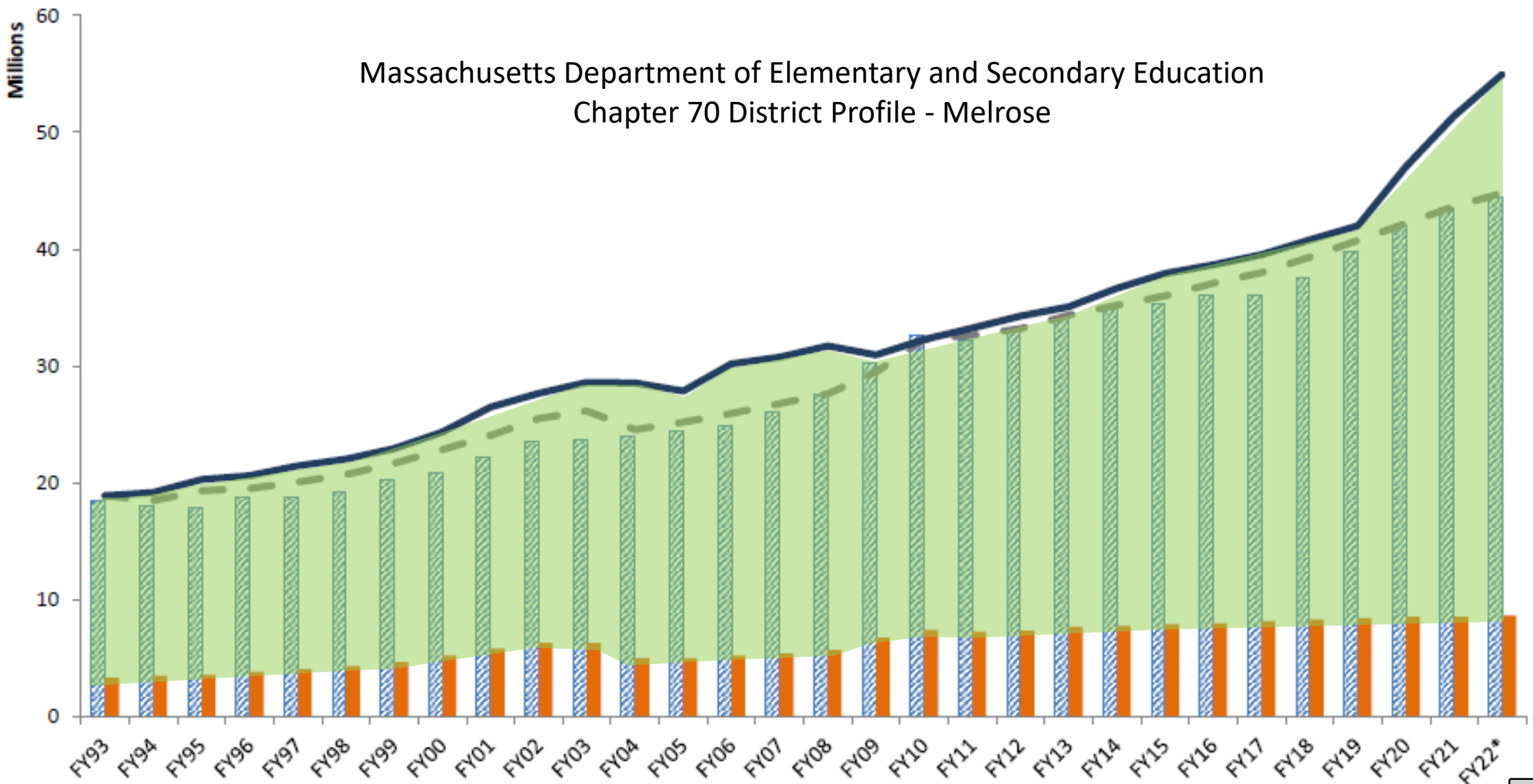
Net State Aid



Attachment: Materials for December 8 A&O meeting (INFO-2023-11 : Update on city

Foundation Budget C70 Aid Required NSS Actual NSS

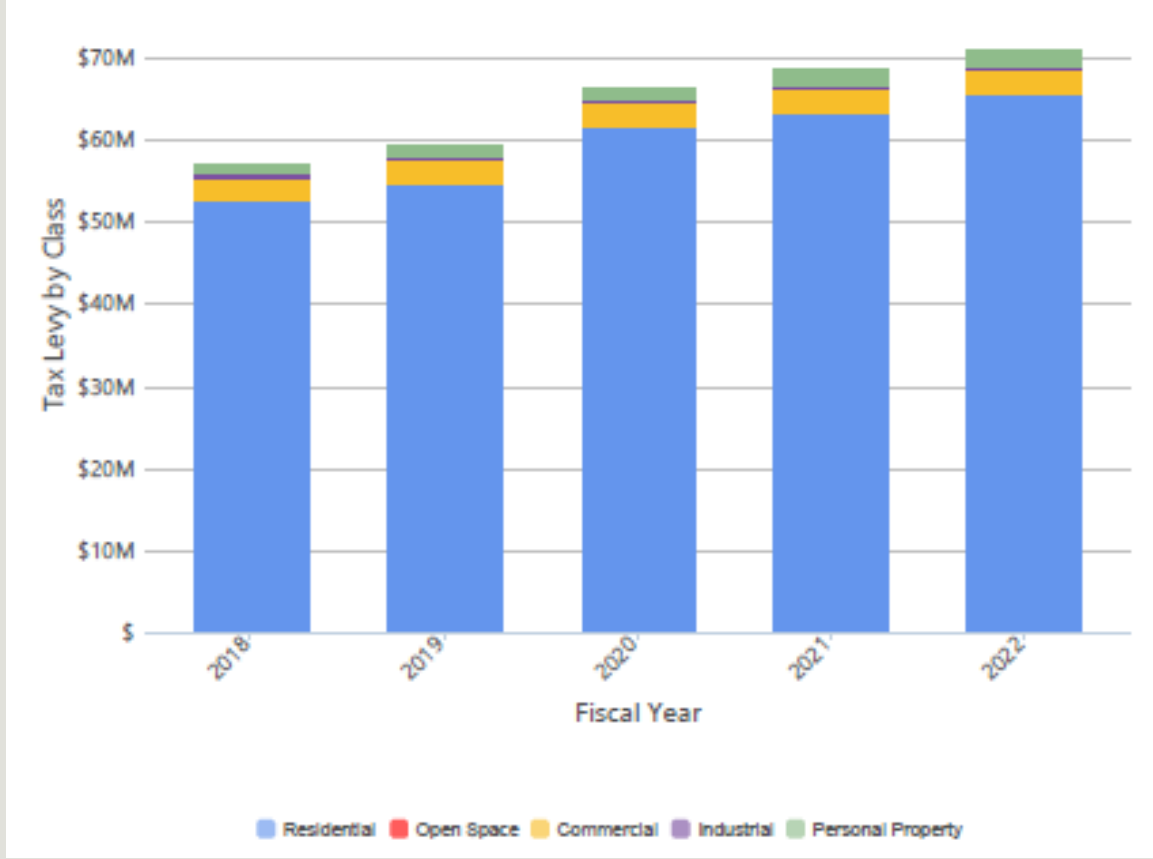
Massachusetts Department of Elementary and Secondary Education
Chapter 70 District Profile - Melrose



Attachment: Materials for December 8 A&O meeting (INFO-2023-11 : Update on city

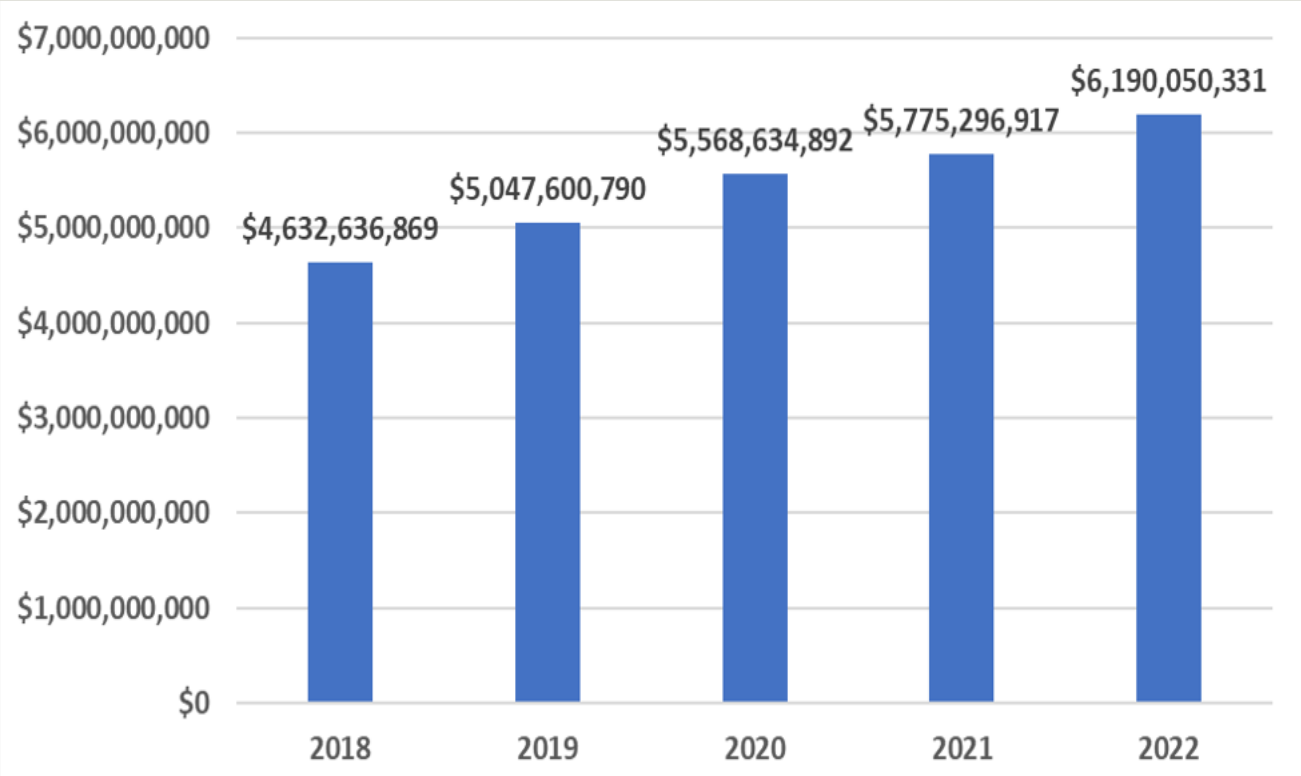
Fiscal Year	Levy Limit w/o Debt & Capital Exclusions	Maximum Levy Limit	Total Tax Levy	Excess Levy Capacity	Excess as a % of Maximum Levy
2019	\$57,521,943	\$59,397,799	\$59,375,238	\$22,560	0.04%
2020	\$64,738,724	\$66,629,218	\$66,627,306	\$1,911	0.00%
2021	\$66,981,117	\$68,878,709	\$68,877,944	\$765	0.00%
2022	\$69,288,556	\$71,196,790	\$71,171,656	\$25,134	0.04%

We continue to tax to the maximum allowed by law

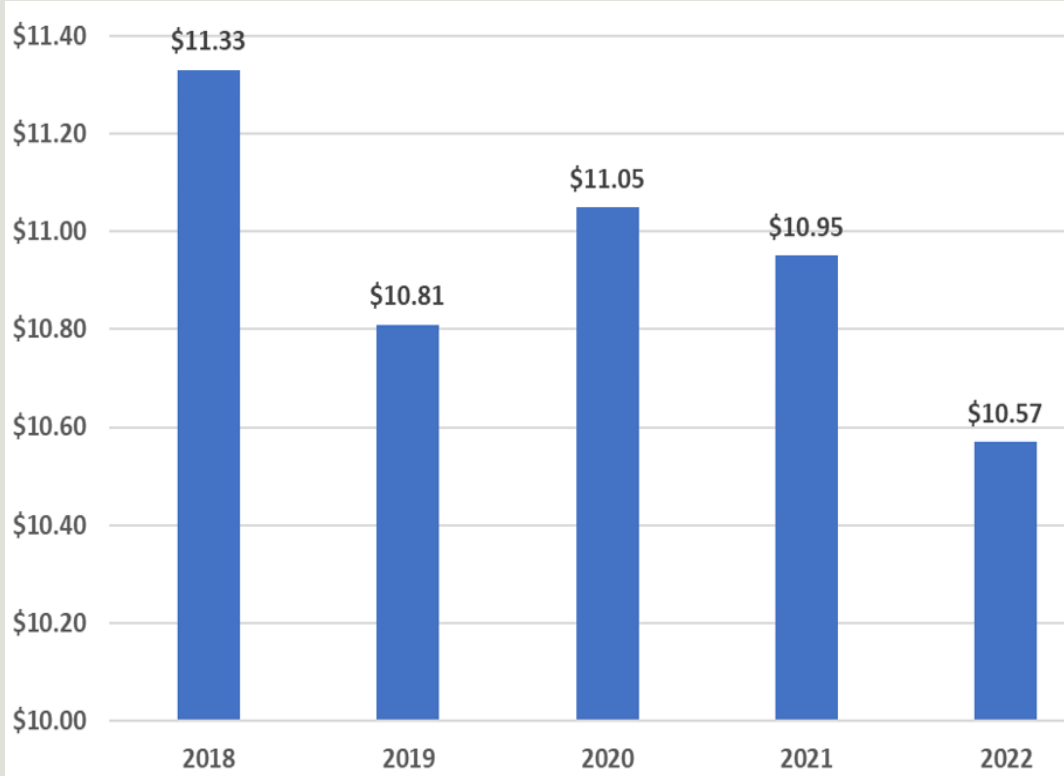


In Melrose, 92% of taxes are paid by residential property owners

As property values rise, tax rates fall



Total Value of Residential Properties in Melrose



Residential Property Tax Rate (per \$1K assessed value)

Attachment: Materials for December 8 A&O meeting (INFO-2023-11 : Update on city

FY24 Tax Levy Limit Estimate (excluding debt exclusion amount):

Based on Prop. 2 1/2, Melrose’s tax levy will grow approximately **\$2.3 M next year:**

FY23 Tax Levy Limit:	\$72 million
2.5% Increase:	\$1.8 million
New Growth*:	\$500,000

This is the additional amount we will have next year to support all departments across both City and Schools.

Capital Needs

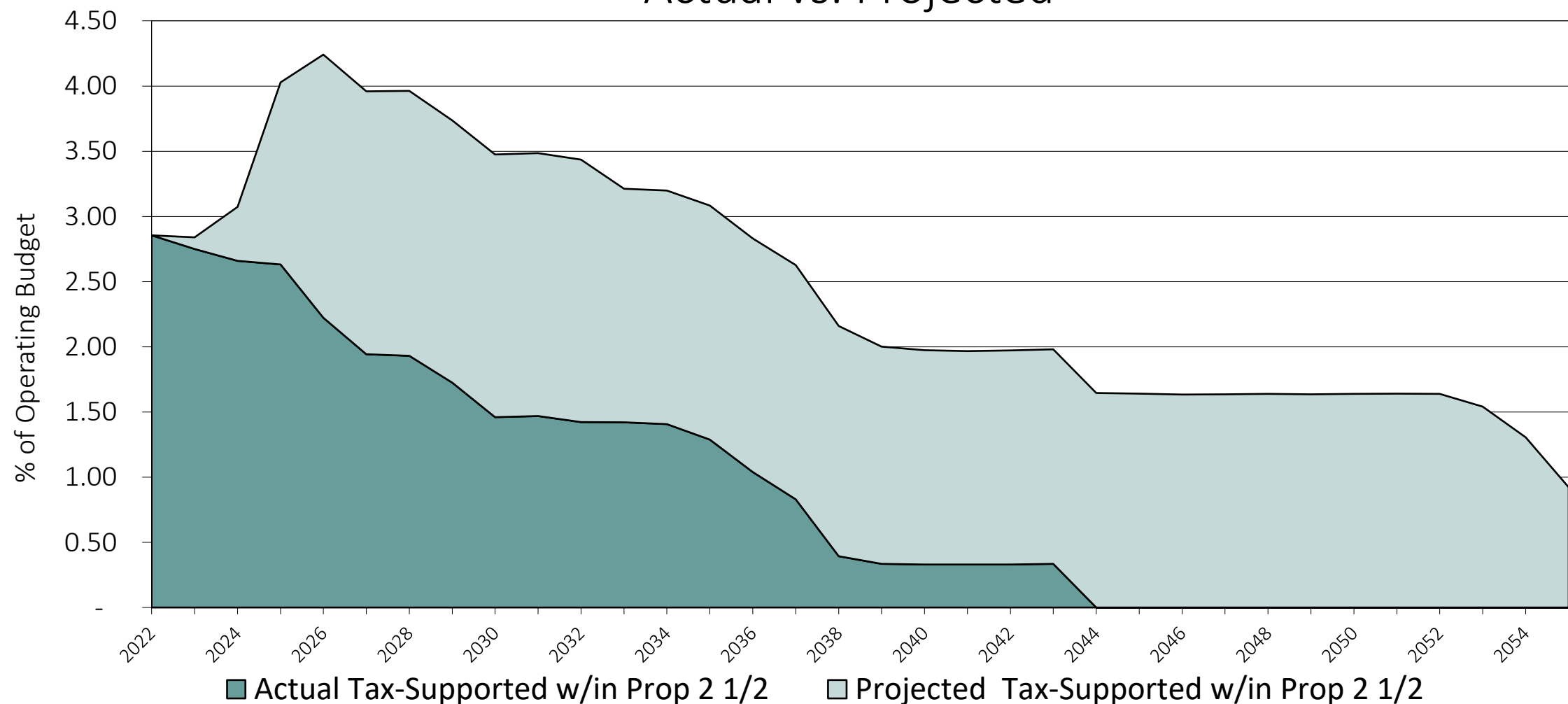
- FY24-FY28 capital planning process has just kicked off with department heads
- Collins Center consultants will work with our Finance team to determine the City's financial capacity to fund capital and will create a multi-year Capital Investment Strategy
- School Department structural deficit will be factored into this plan
- In FY24 will prioritize most urgent capital needs (e.g., Police/Fire radios and antenna system)

Debt Management

- We continue to project new non-exempt debt will stay below our limit of 5% of operating budget.
- In the fiscal years ahead, we will still have borrowing capacity to bond necessary projects
- Any new exempt debt for a large project (e.g., Public Safety Buildings) would be outside of the Prop. 2 ½ limitation and would require a “debt exclusion” vote at the ballot.

Tax-Supported (“non exempt”) debt within Proposition 2 1/2

Actual vs. Projected



The Finance Team looks forward to returning in January to provide:

- Mid-year FY23 Budget update
- FY23 Free Cash (assuming certified by DOR)
- Mid-year update on Local Receipts
- Any updates regarding state funding

QUESTIONS?



PAUL BRODEUR
Mayor

CITY OF MELROSE

OFFICE OF THE MAYOR

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

MEMORANDUM

To: Melrose City Council/A&O Committee
From: Margot Fleischman, Director of Strategic Initiatives and Communication
Re: Update on FY22 Free Cash appropriations
Date: December 8, 2022

On behalf of Mayor Brodeur, I am pleased to present the Honorable City Council with a status update on the use of Fiscal Year 2022 Free Cash appropriations, as follows:

Order 2022-77: Memorial Hall Building Envelope (\$1,500,000)

The Memorial Hall Building Envelope Restoration Project is well underway. Construction is currently occurring simultaneously on all three primary elements of the project: the roof replacement, the window restoration, and the masonry repointing. The current projection is that the construction will be completed by June of 2023. So, in terms of expending the free cash portion of the funding for this project, the expectation is that the funding will be spent by the end of Fiscal Year 2023.

Order 2022-87: Police Chief Search (\$30,000) – complete

Order 2022-89: Police - Replacement hire cost (\$151,200)

Police Salary and Wages	\$63,000.00	complete
Police Firearms and Ammunition	\$3,600.00	complete
Police Uniforms	\$65,000.00	remaining balance is 24,422.87
Police Academy Tuition and Training	\$19,600.00	complete

Order 2022-108: Replacement Fred Green Turf (\$600,000)

There has been a delay at Weston and Sampson, due to the consultant who was working on the RFQ for Fred Green Field having retired. As of the end of November, Weston and Sampson has committed to delivering the pricing and RFQ to the City by the end of this week. Based on that timeframe, DPW would expect the bidding process to be moving forward promptly, with the objective for the field to be ready by the beginning of September 2023.

Order 2022-114 – DPW Easement (\$48,000) – complete

Order 2022-132 – Stabilization Balances (\$1,225,000) – complete

Order 2022-130 – Snow and Ice – (\$341,621.03) – complete

Attachment: Materials for December 8 A&O meeting (INFO-2023-11 : Update on city finances)

Order 2022-134 IT Phone System, Cameras & Social Media Archiving (\$270,000)

1. School VoIP project: \$100,000 of this cost is for the School Telephone Replacement project. Additionally, there were \$60,000 of implementation and engineering costs that were slated for this project. IT has not paid for all expenses related to this project.
2. Middle School Camera system: This project is in process. It is about 80% complete. IT just paid an invoice for roughly \$64,000 and will pay the rest after completion (roughly \$40,000).
3. Social Media Archiving: IT is working with City Solicitor Phillips and other Department Heads and School Admin staff who have social media accounts to get control of them and get them archived in our new system. \$20,000 of this has been paid to Jatheon for the software.

Order 2022-135: DPW

1. New Vehicles (\$482,000.00) – This funding, along with another \$90K in free cash from the Sewer Enterprise Fund, was for replacement of six vehicles: Roll-off (#17), three light dump trucks (#33, 55, and 57), and two pick-up trucks (#39 and 46). To date, we have ordered the new roll-off vehicle, with expected delivery in spring 2023, as well as the two pick-up trucks. Following extensive research on electric and hybrid vehicle options, we determined that the only vehicle that could be electric was one of the pick-up trucks that will not be used for plowing snow. Therefore, one of the two pick-up trucks we have ordered is a Ford Lightning. For the remaining three light dump trucks, we have been working with multiple state vendors to identify available new vehicles that meet our specifications and hope to successfully complete those orders within the next two months.
2. Trees (\$70,000) – This money is for tree planting in spring 2023 and thus has not yet been spent. We planted about 100 trees in fall 2022 using most of the remainder of the prior free cash allocation.
3. Traffic Calming (\$70,404.57) – we have ordered RFBs for the first list of locations that we prioritized, which totaled about \$50K of the approx. \$70K allocation. We are awaiting delivery.
4. MHS Bathrooms Design (\$150,000) – we are working on an RFQ to hire a design consultant, which we hope to have out by January 2023.
5. Cemetery lowering device (\$10,620.65) – this item has been purchased and the allocation is spent.

Order 2022-136: Recreation – Vehicle, Software, Community Services (\$75,967.40)

1. Rec Vehicle (\$47,077.40) – Rec Department is in the process of having its order filled for a 2023 Ford F-150 Lightning. Ford is currently completing a custom build and delivery is expected in February or March of 2023. Upon delivery we will be paying the invoice in full. After the disbursement for the recreation vehicle all funds will be exhausted.
2. Recreation Online Registration Software (\$10,000) – These funds have been expended and Rec has launched our new online registration system called Civic Rec. You can view the new system on the Recreation website.
3. COA fobs and media repair (\$13,890) – COA Director Minchello is working to repair the speaker; the latest attempt is in the final stages with an upcoming repair date. She is coordinating on the

media equipment and the fobs with the IT Department and has options and quotes for listening devices but is waiting to purchase in case it is best to tie into the virtual technologies.

4. Memorial Hall elevator controls (\$5,000) – The elevator software upgrade groundwork was completed in November (10% of the project). The software had technical issues so the installation of the software is anticipated to start in January 2023.

Order 2022-137: School – Medicaid reimbursement (\$75,000); Microscopes, Curriculum, Uniforms, Golf Cart (\$192,000)

1. Medicaid Reimbursement \$75,000 – **complete** – These funds were received and applied to the general FY22 operating budget as an offset as budgeted.
2. Literacy Curriculum (Savvas) (\$100,000) – \$99,980.39 has been expended – Elementary English language Arts materials have been purchased and received. The total program cost is \$449,883.61. MPS was awarded a competitive grant in the amount of \$179,943.74. The District will request an additional contribution from the City in the amount of \$169,959.48 for FY24.
3. Microscopes (\$30,000) – In progress, funds have been encumbered based on a quote for \$28,716.75.
4. Utility Vehicle (\$12,000) – In progress, gathering three quotes from vendors.
5. Uniform Replacement (\$50,000) – In progress, approximately \$24,695.77 has been encumbered based on quotes/invoices.

Order 2022-138 Various Departments (\$76,400)

1. Health and Human Services Department (rodent control \$28,000) – grant funds were received to allow this project to move forward without using City funds.
2. City Solicitor (professional services \$25,000) – funds have been expended.
3. Auditor's Office (office equipment \$10,000) - \$ 556.74 has been expended to-date, with the remaining amount available for this Fiscal Year for any department(s) with a need for new furniture.
4. Fire Department (mattresses \$10,000) – The Fire Department ordered the replacement of 20 bedding materials throughout all 3 fire stations from Mattress Firm. At the end of the week of November 14th, all materials were received and distributed throughout the stations. According to the FD Finance Administrator, the firefighters are very grateful that we were able to do this for them. She is awaiting the invoice from Mattress Firm which will be paid upon receipt.
5. Elections Department (equipment and banner \$3400) – \$3,93.94 was expended for election banners. They were ordered, invoiced/paid and used in the last two elections. According to the City Clerk, these have been very well received by voters.

Order 2022 – 133 Pine Banks Parking Lot paving (\$34,010.35)

Per the funding agreement between Malden and Melrose, the City of Malden has made an equal appropriation for this project; the Pine Banks Trustees are working with their engineering firm to finalize the project design based on this budget. They anticipate that the project will be done in Spring 2023.

CHART - 1		City of Melrose			
DRAFT	Ten Year General Fund Debt Plan Review				
12/5/2022		Department of Finance			
				Projected	
	<u>Year</u>	<u>Net Debt</u>	<u>5% Limit</u>	<u>Budget</u>	<u>Percent</u>
	2022	\$2,855,696	\$4,550,026	\$91,000,522	3.14%
	2023	\$2,839,293	\$4,762,804	\$95,256,080	2.98%
	2024	\$3,074,059	\$4,905,688	\$98,113,762	3.13%
	2025	\$4,028,867	\$5,052,859	\$101,057,175	3.99%
	2026	\$4,241,587	\$5,204,445	\$104,088,891	4.07%
	2027	\$3,959,412	\$5,360,578	\$107,211,557	3.69%
	2028	\$3,963,531	\$5,521,395	\$110,427,904	3.59%
	2029	\$3,735,853	\$5,687,037	\$113,740,741	3.28%
	2030	\$3,474,755	\$5,857,648	\$117,152,963	2.97%
	2031	\$3,486,111	\$6,033,378	\$120,667,552	2.89%
	Totals:	\$35,659,166	\$52,935,857		
	Average:	<u>\$3,565,917</u>	<u>\$5,293,586</u>		
	Variance:		<u>\$1,727,669</u>		
Note(s):	1. It is the current policy of the City of Melrose that the G/F net				
	non-exempt debt budget equate to approx. 5% of the Operating Budget.				
	2. The figures proposed can only be "estimates". Actual figures				
	will be developed as interest rates are locked in.				

CHART - 2		City of Melrose - 5% Debt Limit			
DRAFT		Ten Year General Fund Debt Plan Review			
		Department of Finance			
12/5/2022			5% Limit		
	<u>Year</u>	<u>Net Debt</u>		<u>Variance</u>	
Projected					
	2022	\$2,855,696	\$4,550,026	\$1,694,330	
	2023	\$2,839,293	\$4,762,804	\$1,923,511	
	2024	\$3,074,059	\$4,905,688	\$1,831,629	
	2025	\$4,028,867	\$5,052,859	\$1,023,992	
	2026	\$4,241,587	\$5,204,445	\$962,857	
	2027	\$3,959,412	\$5,360,578	\$1,401,165	
	2028	\$3,963,531	\$5,521,395	\$1,557,864	
	2029	\$3,735,853	\$5,687,037	\$1,951,184	
	2030	\$3,474,755	\$5,857,648	\$2,382,893	
	2031	\$3,486,111	\$6,033,378	\$2,547,267	
	Totals:	\$35,659,166	\$52,935,857		
	Average:	<u>\$3,565,917</u>	<u>\$5,293,586</u>		
	Variance:		\$1,727,669		
Note(s):	1. It is the current policy of the City of Melrose that the G/F net				
	non-exempt debt budget equate to approx. 5% of the Operating Budget.				
	2. The figures proposed can only be "estimates". Actual figures				
	will be developed as interest rates are locked in.				

ARPA Project Name	PROJECT TOTAL	FY22	FY23	FY24	FY25	Department	Type
ARPA - Consultant	\$ 10,000.00	\$ -	\$ -	\$ -	\$ -	Auditors	Admin
ARPA - Administration	\$ 4,500.00	\$ -	\$ 4,500.00	\$ -	\$ -	Auditors	Admin
Milano Center Health, Wellness, Accessibility	\$ 25,000.00	\$ 25,000.00	\$ -	\$ -	\$ -	COA	Infrastructure
Milano Center HVAC	\$ 218,729.00	\$ 218,729.00	\$ -	\$ -	\$ -	COA	Infrastructure
City Sidewalk Improvements - Ashland/Bay State/Burnett/Sycamore	\$ 750,000.00	\$ 250,000.00	\$ 250,000.00	\$ 250,000.00	\$ -	DPW	Infrastructure
Covid Sanitization-Custodial	\$ 65,000.00	\$ 65,000.00	\$ -	\$ -	\$ -	DPW	COVID Response
Labor Costs/Additional Cleaning and Sanitizing of Public Buildings	\$ 40,000.00	\$ 40,000.00	\$ -	\$ -	\$ -	DPW	COVID Response
Lead Water Service Inventory and Replacement Design	\$ 150,000.00	\$ 150,000.00	\$ -	\$ -	\$ -	DPW	Infrastructure
Traffic Calming Toolkit	\$ 28,300.00	\$ 28,300.00	\$ -	\$ -	\$ -	DPW	Infrastructure
Asset Management Software	\$ 106,000.00	\$ 106,000.00	\$ -	\$ -	\$ -	DPW	Infrastructure
Replacement Vehicle to Deliver Services	\$ 23,000.00	\$ -	\$ 23,000.00	\$ -	\$ -	DPW	Infrastructure
Fire Department Vehicles	\$ 120,000.00	\$ 120,000.00	\$ -	\$ -	\$ -	Fire	Public Safety
Public Safety Training Equipment	\$ 105,308.00	\$ 78,308.00	\$ -	\$ -	\$ 27,000.00	Fire	Public Safety
Fire Headquarters HVAC	\$ 35,000.00	\$ 35,000.00	\$ -	\$ -	\$ -	Fire	Infrastructure
Tremont Fire House Update	\$ 151,205.00	\$ -	\$ 151,205.00	\$ -	\$ -	Fire	Infrastructure
At-Home COVID tests	\$ 1,824.00	\$ 1,824.00	\$ -	\$ -	\$ -	Health	COVID Response
FT Social Service Coordinator*	\$ 200,330.00	\$ 12,235.00	\$ 72,900.00	\$ 75,789.00	\$ 39,406.00	Health	Community Mental Health and Wellness
IT Intern to Address COVID-19 Backlog of IT Infrastructure and Cybersecurity Project	\$26,000	\$ -	\$26,000	\$ -	\$ -	IT	COVID Response
Melrose Public Library HVAC Upgrades	\$ 500,000.00	\$ 500,000.00	\$ -	\$ -	\$ -	Library	Infrastructure
Economic Recovery Director*	\$ 290,081.00	\$ 31,762.00	\$ 101,785.00	\$ 103,930.00	\$ 52,604.00	Mayor's	Economic Recovery
Community Conversations Initiative	\$ 25,000.00	\$ -	\$ 25,000.00	\$ -	\$ -	Mayor's	Community Mental Health and Wellness
Small Business/Non-Profits/Cultural Sector Support	\$ 150,000.00	\$ -	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00	Mayor's	Economic Recovery
Addressing Food Insecurity	\$ 75,000.00	\$ -	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	Mayor's	Economic Recovery
Utility Arrearages	\$ 141,000.00	\$ -	\$ 141,000.00	\$ -	\$ -	Mayor's	Economic Recovery
Foss Park Basketball and Playground Upgrade	\$ 150,000.00	\$ 150,000.00	\$ -	\$ -	\$ -	Parks	Infrastructure
Amazing Grace Basketball Court	\$ 41,106.00	\$ -	\$ 41,106.00	\$ -	\$ -	Parks	Infrastructure
Police Department Vehicles	\$ 256,000.00	\$ 256,000.00	\$ -	\$ -	\$ -	Police	Public Safety
Community Mental Health Initiative	\$ 200,000.00	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00	Rec/Health	Community Mental Health and Wellness
Schools Revenue Loss Replacement	\$ 802,000.00	\$ 802,000.00	\$ -	\$ -	\$ -	Schools	COVID Response
COVID-19 Disinfection	\$ 128,000.00	\$ 128,000.00	\$ -	\$ -	\$ -	Schools	COVID Response
HVAC Study and Implementation of A/C addition at MVMMS	\$ 1,050,000.00	\$ -	\$ 1,050,000.00	\$ -	\$ -	Schools	Infrastructure
Schools Asbestos Abatement	\$ 90,000.00	\$ 90,000.00	\$ -	\$ -	\$ -	Schools	Infrastructure
School Department Closing FY22 Budget	\$ 774,697.00	\$ 774,697.00	\$ -	\$ -	\$ -	Schools	COVID Response
High School and Middle School Complex Elevators	\$ 594,000.00	\$ 594,000.00	\$ -	\$ -	\$ -	Schools	Infrastructure
TOTAL	\$ 7,327,080.00						
REMAINING UNCOMMITTED ARPA FUNDS	\$ 1,047,094.00						
<i>*Personnel costs are inclusive of health insurance and benefits</i>							



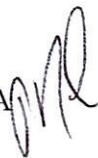
CITY OF MELROSE

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
Honorable Mayor Paul Brodeur
City of Melrose

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

Date: January 26, 2023

Subject: **Update on the Status of the City of Melrose's Finances**
(Council Order INFO 2023-11)

In line with the Mayor's FY2023 Operating Budget Guidelines, as the CFO/City Auditor for the City of Melrose, I would like to take this time and review with you the mid-year financial position of the city in its budget for FY2023. In so doing, revisit some of the underlying assumptions made and where we stand today based on those assumptions.

To begin, the Fiscal 2023 Operating Budget utilizes State Aid revenues for the City of Melrose of \$16,889,742 and State Assessments at \$4,838,455. The Net State Aid to the City is therefore \$12,051,287. Those figures have our City receiving \$1,396,132 dollars in New State Aid (13.10% over FY2022), principally driven by revenues received through the New Student Opportunity Act (Chapter 70 Educational Aid).

In addition, the City formulated the FY2023 Operating Budget utilizing the following estimates for building blocks:

- (1.) New tax revenue resulting from the 2 ½ Tax Levy,
- (2.) \$500,000 New Growth,
- (3.) \$7,103,479 Local Receipts and
- (4.) \$2,698,206 of Other Funding Sources

In developing this strategic plan, we had also requested an increase in the amount to be deposited into the City's Stabilization Funds. We had requested \$1,225,000 be deposited into these funds prior to July 1st 2022. It was approved as requested by this City Council and we now have over \$8.3 **million dollars** within our collective stabilization funds. We have done this collectively, to provide assurance to this community that we will be able to manage services effectively even with the negative economic consequences we may face going forward.

Attachment: Info2023-11PDRMY (INFO-2023-11 : Update on city finances)

One of the top priorities of this administration is to ensure that the City of Melrose can always maintain a “stable level of services within its funding capacity”. We work to develop strategies that will accomplish that goal and it must remain a number one priority for this city.

As a result, the total FY2023 Operating Budget for the City and School is \$ 95,286,080. We have not in the past, asked the City Council to make reductions to budget line items in an effort to balance the City Operating Budget, in large part, as the City Operating Budget is always developed using conservative estimates and balanced.

Overview:

1. We anticipate maintaining a “balanced” City Operating Budget for the remainder of Fiscal Year 2023. We will, however, need to request that the City Council provide the School Budget a Free Cash supplemental funding appropriation for Special Education and Transportation costs in order to close out its operating budget for the fiscal year. This would need to be done prior to fiscal year end.
2. We will also adhere to the existing solid financial policies in the use of the upcoming Free Cash Program that have been developed over the years and the community’s prudent investment policies and practices, that have earned us a AA+ Bond Rating from Standard and Poor’ s.
3. We also recognize that the national economic landscape is creating concerns over the fiscal health of the economy “overall” and ultimately this can impact local cities and towns budgets negatively. For Melrose, where our tax base is predominantly residential (92%), and where there is limited room for expanded commercial/industrial development, it may actually work to our benefit in these economic challenging times, assuring stability of our tax base revenues that support our budgets. Historically, in communities that may be “overly reliant” on commercial/industrial taxes to support their budgets, when a recessionary like period takes hold, (as some have suggested is upon us now), it can very well negatively impact those communities which are so reliant on the tax revenues these businesses bring. We will see.

4. For FY2023, overall, our Tax Revenues (2 ½ plus New Growth), make up 73.5% of the estimated gross revenues needed to fund our FY2023 Operating Budget and estimated State Assessments. Our State Aid is estimated to provide approx. 16.8% of the needed funding and the remaining 9.7% is from Local Receipts and other Available Funds.
5. FY2023 New Growth came in at \$1,082,547 or \$582,547 more than the \$500,000 projected. Our average over the previous five years has been approx.\$646,000. This is very good news.

Mid – Year Fiscal Revenue Summary
(see attachment #2)

	<u>Estimated</u>	<u>Actual</u>	<u>Variance</u>	<u>PCT</u>
A. Property Tax (Net)	\$36,738,096	\$36,309,696	(\$428,400)	-0.58
B. Local Receipts	\$ 3,551,740	\$ 3,818,070	\$266,331	3.75
C. Sewer Enterprise	\$ 4,567,734	\$ 4,431,047	(\$136,686)	-1.50
D. Water Enterprise	\$ 3,521,082	\$ 3,553,152	\$ 32,100	0.46
E. Mt. Hood Enterprise	\$ 877,049	\$ 1,317,357	\$ 440,308	25.10
F. Ambulance Enterprise	\$ 577,065	\$ 614,832	\$ 37,767	3.27

Community Impact Fees - Cannabis

Of significant concern going forward in FY2023 and beyond, is that we may not realize the same level of Host Community Impact Fees as we have seen in FY2022 due to changes in law (Chapter 180 of the Acts of 2022) and the new rules around Host Community Agreements (HCA's). In FY2022 we realized \$955,000 in such revenues which is representative of 3% of Gross Sales from Garden Remedies. I would defer to the City Solicitor's Office to opine in more depth on this matter to the City Council. The new law gives the Cannabis Control Commission until November of 2023 to promulgate new rules.

This information is critically important as we develop the FY2024 Operating Budgets for both the City and School, as this may certainly have a negative impact on our Local Receipts (used to fund our budgets), if payment to the community significantly declines or stops completely.

I have attached the following for your information as well; (1) Annual Cherry Sheet Analysis, (2) Local Receipts Analysis, (3) Stabilization Fund and Enterprise Fund Reserve Balances, (4) Revolving Fund Balances and (5) Other Funding Sources. In addition, you should have received the FY2023 Munis Mid-Year Budget Report by City Department for your review. I would ask that if you have any specific questions on a Departments Budget, Free Cash or ARPA project status, to please coordinate with Margot Fleischman and she will follow-up with the appropriate City Department to answer your question(s).

I very much appreciate the ongoing support and input from the City Council and thank you for the opportunity to be here this evening.

Thank you.

Attachments.

1. Annual Cherry Sheet Analysis
2. Year - to - Date Revenue Reports
3. Stabilization Fund and Enterprise Fund Balances
4. Revolving Fund Balances
5. Other Funding Sources

CITY OF MELROSE

Annual Cherry Sheet Analysis

Annual Cherry Sheet - Estimate
FN: AnnualCherryAnalysisFY23

7/19/2022 +

FINAL

Distributions & Reimbursements	Fiscal Year 2018	Fiscal Year 2019	Fiscal Year 2020	Fiscal Year 2021	Fiscal Year 2022	Projected Fiscal Year 2023	Prior Year \$ Increase/ (Decrease)	
A. EDUCATION								%
1. Chapter 70	8,280,046	8,396,206	8,514,496	8,514,496	8,631,916	9,680,222	\$1,048,306	12.14%
2. School Transportation Programs	0	0	0	0	0	0	\$0	
3. School Construction *	0	0	0	0	0	0	\$0	
4. Charter Tuition Reimbursement	264,586	362,911	452,912	697,011	705,865	948,760	\$242,895	34.41%
5. Charter School Capital Reimbursement	0	0	0	0	0	0	\$0	
Sub-total:	8,544,632	8,759,117	8,967,408	9,211,507	9,337,781	10,628,982	\$1,291,201	13.83%
B. GENERAL GOVERNMENT								
1. Lottery, Beano & Charity Games	0	0	0	0	0	0	\$0	
2. Additional Assistance	0	0	0	0	0	0	\$0	
3. Unrestricted General Govt. Aid	5,123,317	5,302,633	5,445,804	5,445,804	5,636,407	5,940,773	\$304,366	5.40%
4. Police Career Incentive	0	0	0	0	0	0	\$0	
5. Annual Formula Local Aid	0	0	0	0	0	0	\$0	
6. Veterans' Benefits	233,922	195,524	204,514	183,404	151,270	167,107	\$15,837	10.47%
7. Exemptions: Vets, Blind/Spouses/Eld	91,005	87,833	109,024	104,568	80,977	77,916	-\$3,061	-3.78%
8. State Owned Land	1,032	1,032	1,188	1,218	1,466	1,881	\$415	28.31%
9. Other	0	0	0	0	0	0	\$0	
Sub-total:	5,449,276	5,587,022	5,760,530	5,734,994	5,870,120	6,187,677	\$317,557	5.41%
C. OFFSET ITEMS								
1. School Receiving Tuition	159,696	136,713	114,511	35,000	35,000	15,000	-\$20,000	-57.14%
2. School Lunch Program	0	0	0	0	0	0	\$0	
3. Public Libraries	33,821	34,838	35,938	43,137	46,191	58,083	\$11,892	25.75%
Sub-total:	193,517	171,551	150,449	78,137	81,191	73,083	-\$8,108	-9.99%
Total State Aid - All Categories:	\$14,187,425	\$14,517,690	\$14,878,387	\$15,024,638	\$15,289,092	\$16,889,742	\$1,600,650	10.47%

Attachment: Info2023-11PDRMY (INFO-2023-11 : Update on city finances)

CITY OF MELROSE

Annual Cherry Sheet Analysis

Distributions & Reimbursements	Fiscal Year 2018	Fiscal Year 2019	Fiscal Year 2020	Fiscal Year 2021	Fiscal Year 2022	FINAL		
						Projected Fiscal Year 2023	Prior Year \$ Increase/ (Decrease)	
A. COUNTY ASSESSMENTS & CHARGES								%
1. County Tax	0	0	0	0	0	0	\$0	
Sub-total:	0	0	0	0	0	0	\$0	
B. STATE ASSESSMENTS & CHARGES								
1. Supervision of Retirement Systems							\$0	
2. Retired Employees Health Insurance	0	0	0	0	0	0	\$0	
3. Mosquito Control Projects	0	0	0	0	0	0	\$0	
4. Air Pollution Districts	9,220	9,431	9,796	9,997	10,440	10,925	\$485	4.65%
5. Metropolitan Area Planning Council	14,355	14,586	14,992	15,134	15,435	16,653	\$1,218	7.89%
6. RMV Non-Renewal Surcharges	39,520	39,520	42,220	42,080	42,080	31,520	-\$10,560	
Sub-total:	63,095	63,537	67,008	67,211	67,955	59,098	-\$8,857	-13.03%
C. TRANSPORTATION AUTHORITIES								
1. Mass Bay Transit Authority	605,387	616,976	634,142	631,477	634,513	688,541	\$54,028	
Sub-total:	605,387	616,976	634,142	631,477	634,513	688,541	\$54,028	8.51%
D. ANNUAL CHARGES AGAINST RECEIPTS								
1. Special Education	943	1,205	12,409	8,949	21,748	0	-\$21,748	
Sub-total:	943	1,205	12,409	8,949	21,748	0	-\$21,748	-100.00%
E. Tuition Assessments								
1. School Choice - Sending Tuition	47,695	41,553	34,288	80,669	98,366	159,064	\$60,698	61.71%
2. Charter School Assessment	2,781,102	2,908,622	2,939,268	3,362,265	3,811,355	3,931,752	\$120,397	3.16%
3. Essex County Tech Institute	0	0	0	0	0	0	\$0	
Sub-total:	2,828,797	2,950,175	2,973,556	3,442,934	3,909,721	4,090,816	\$181,095	4.63%
Total Assessments - All Categories:	\$3,498,222	\$3,631,893	\$3,687,115	\$4,150,571	\$4,633,937	\$4,838,455	\$204,518	4.41%
Net State Aid:	\$10,689,203	\$10,885,797	\$11,191,272	\$10,874,067	\$10,655,155	\$12,051,287	\$1,396,132	
Percentage Incr./Decrease:							13.10%	
FY21 to FY22:							(\$218,912)	
FY22 to FY23:							\$1,396,132	
							\$1,177,220	

FN:AnnualCherrySheetAnalysisFY23

Attachment: Info2023-11PDRMY (INFO-2023-11 : Update on city finances)

Data Date: 1/25/2023 1:47:13PM
 Period: 6 Fiscal Year: 2023
 Target Percentage: 50.00

City of Melrose Year-to-Date Revenue Report
Period Ending December 31, 2022

6.B.2.b

Source of Funds	Fiscal Year Original Estimate	Fiscal Year Year-to-Date Estimate	Fiscal Year Year-to-Date Actual	Surplus/ (Deficit) Dollars	Surplus/ (Deficit) Percentage
<u>Property Tax (Net of Overlay)</u>					
Property Tax	73,476,192	36,738,096	36,309,696	-428,400	-0.58
Total Property Tax (Net of Overlay)	73,476,192	36,738,096	36,309,696	-428,400	-0.58
<u>Local Receipts</u>					
Motor Vehicle Excise	2,688,866	1,344,433	575,602	-768,831	-28.59
Other Excise & Meals Tax	245,000	122,500	213,085	90,585	36.97
Cannabis Excise Tax	224,000	112,000	152,523	40,523	18.09
Penalties & Int on Taxes & MVE	300,000	150,000	216,144	66,144	22.05
Payments in Lieu of Taxes	0	0	0	0	0.00
Charges for Trash Disposal	1,330,812	665,406	798,585	133,179	10.01
Other Charges for Services	648,459	324,230	230,928	-93,301	-14.39
Cannabis	615,984	307,992	179,770	-128,222	-20.82
Rentals	200,000	100,000	231,638	131,638	65.82
Departmental Rev - Cemetery	100,000	50,000	91,700	41,700	41.70
Other Department Revenue	17,726	8,863	78,696	69,833	393.96
Licences & Permits	510,167	255,084	589,970	334,886	65.64
Special Assessments	0	0	1,312	1,312	0.00
Fines & Forfeits	98,275	49,138	58,395	9,258	9.42
Investment Income	7,500	3,750	98,648	94,898	1,265.30
Medicare Reimbursement	94,924	47,462	119,102	71,640	75.47
Misc Recurring	21,766	10,883	5,198	-5,685	-26.12
Misc Non Recurring	0	0	176,774	176,774	0.00
Total Local Receipts	7,103,479	3,551,740	3,818,070	266,331	3.75
<u>Sewer Enterprise</u>					
Sewer User Charges	9,007,467	4,503,734	4,399,468	-104,265	-1.16
Other Department Revenue	128,000	64,000	31,579	-32,421	-25.33
Total Sewer Enterprise	9,135,467	4,567,734	4,431,047	-136,686	-1.50
<u>Water Enterprise</u>					
Water User Charges	6,868,164	3,434,082	3,520,960	86,878	1.26
Other Department Revenue	174,000	87,000	32,222	-54,778	-31.48
Total Water Enterprise	7,042,164	3,521,082	3,553,182	32,100	0.46
<u>Mt. Hood Enterprise Receipts</u>					
Mt Hood User Charges	1,704,097	852,049	1,264,479	412,431	24.20
Mt Hood Other Revenue	50,000	25,000	52,877	27,877	55.75
Total Mt. Hood Enterprise Receipts	1,754,097	877,049	1,317,357	440,308	25.10
<u>Ambulance Enterprise Receipts</u>					
Ambulance User Charges	1,124,130	562,065	614,832	52,767	4.69
Ambulance Other Revenue	30,000	15,000	0	-15,000	-50.00
Total Ambulance Enterprise Receipts	1,154,130	577,065	614,832	37,767	3.27

Attachment: Info2023-11PDRMY (INFO-2023-11 : Update on city finances)

Data Date: 1/25/2023 12:32:47PM

Period: 6 Fiscal Year: 2023

Target Percentage: 50.00

City of Melrose Year-to-Date Revenue Report Comparison to Last Year
Period Ending December 31, 2022

Source of Funds	Prior Fiscal Year Year-to-Date Actual	Fiscal Year Year-to-Date Actual	Variance Dollars
<u>Property Tax (Net of Overlay)</u>			
Property Tax	35,994,107	36,309,696	315,589
Total Property Tax (Net of Overlay)	35,994,107	36,309,696	315,589
<u>Local Receipts</u>			
Motor Vehicle Excise	507,510	575,602	68,092
Other Excise & Meals Tax	185,601	213,085	27,484
Cannabis Excise Tax	272,479	152,523	-119,956
Penalties & Int on Taxes & MVE	259,336	216,144	-43,192
Payments in Lieu of Taxes	0	0	0
Charges for Trash Disposal	826,512	798,585	-27,927
Other Charges for Services	237,686	230,928	-6,758
Cannabis	531,242	179,770	-351,472
Rentals	177,766	231,638	53,872
Departmental Rev - Cemetery	81,000	91,700	10,700
Other Department Revenue	62,955	78,696	15,741
Licences & Permits	431,958	589,970	158,012
Special Assessments	164	1,312	1,148
Fines & Forfeits	59,989	58,395	-1,594
Investment Income	2,694	98,648	95,954
Medicare Reimbursement	24,668	119,102	94,434
Misc Recurring	12,905	5,198	-7,707
Misc Non Recurring	21,561	176,774	155,213
Total Local Receipts	3,696,025	3,818,070	122,046
<u>Sewer Enterprise</u>			
Sewer User Charges	4,257,335	4,399,468	142,133
Other Department Revenue	35,090	31,579	-3,511
Total Sewer Enterprise	4,292,425	4,431,047	138,622
<u>Water Enterprise</u>			
Water User Charges	3,164,922	3,520,960	356,038
Other Department Revenue	34,369	32,222	-2,147
Total Water Enterprise	3,199,291	3,553,182	353,890
<u>Mt. Hood Enterprise Receipts</u>			
Mt Hood User Charges	1,102,029	1,264,479	162,450
Mt Hood Other Revenue	54,219	52,877	-1,342
Total Mt. Hood Enterprise Receipts	1,156,249	1,317,357	161,108
<u>Ambulance Enterprise Receipts</u>			
Ambulance User Charges	536,549	614,832	78,283
Ambulance Other Revenue	46,863	0	-46,863
Total Ambulance Enterprise Receipts	583,412	614,832	31,420

Attachment: Info2023-11PDRMY (INFO-2023-11 : Update on city finances)

Fund Number	Fund Name	Balance as of 12/31/22
8401	Stabilization Fund	3,893,394.81
8404	Contract Stabilization	1,182,014.79 **
8405	Capital Stabilization	472,299.86
8406	Suits and Claims	496,378.94
8407	OPEB Trust	1,038,731.52
8408	Sped Stabilization	502,417.99
8409	OSHA	204,105.09
8401	Education,Public Safety&Substance Abuse	597,815.55
8415	Sewer Reserve	929,808.83
8416	Water Reserve	681,338.49
8417	Mt. Hood Reserve	432,225.53
8418	Ambulance Reserve	148,950.76

**Order 2023-45 in the amount of \$294,452 was approved in January and is not reflected in this balance

Fund Number	Revolving Fund	FY22 Ending Balance	Revenues as of 12/31/22	Expenditures As of 12/31/22	Balance As of 12/31/22	CC Voted Spending Cap
2607	Veterans	2,026.04	275.00	-	2,301.04	15,000.00
2652	Recreation	445,365.67	271,343.65	246,176.01	470,533.31	450,000.00
2657	Recycling	70,227.17	35,015.82	23,958.92	81,284.07	65,000.00
2658	Inspectional Services	32,251.77	-	2,694.74	29,557.03	15,000.00
2659	Health	124,140.90	22,190.68	47,871.80	98,459.78	60,000.00
2665	Police False Alarm	1,454.37	2,050.00	1,951.11	1,553.26	10,000.00
2669	Park Permits	20,766.86	11,835.64	16,879.08	15,723.42	40,000.00
2750	Beebe	96,170.78	4,975.00	335.00	100,810.78	30,000.00
2811	COA	14,463.55	25,246.00	38,035.21	1,674.34	60,000.00

						+
	CITY OF MELROSE, MASSACHUSETTS					
	Department of Finance					
	FY 2023 Consolidated Budget Worksheet					
	OTHER FUNDING SOURCES					
					<u>Fund Number</u>	
		1.	Cemetery Perpetual Care	\$12,000.00	8201	
		1b.	Cemetery Sale of Lots and Graves	\$50,000.00	2907	
		2.	Parking Receipts (Receipts Reserved)	\$100,000.00	2906	
		3.	Indirect Costs due from Mt. Hood Fund	\$181,549.00	6200	
		4.	Mt. Hood Payment - New Fields (Debt)	\$359,468.76	6200	
		5.	Indirect Costs due from Water Fund	\$922,735.00	6100	
		6.	Indirect Costs due from Sewer Fund	\$741,558.00	6000	
		7.	Indirect Costs due from Ambulance Fund	\$152,818.00	6500	
		8.	Overlay for Revaluation	\$144,129.00	N/A	
		9.	Debt Exclusion	\$33,948.80	2914	
			Total:	\$2,698,206.56		
			FN:FY2023OTHERFUNDINGSOURCES			



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
Honorable Mayor Paul Brodeur
City of Melrose

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

Date: January 26, 2023

Re: **School Budgets (FY21, FY22 & FY23) Budget Funding Information**

As the Chief Financial Officer and City Auditor, I am most pleased to provide the City Council with supplemental information pertaining to the School Department budgets for **FY2021 (\$32,985,441), FY2022 (\$34,085,441), and FY2023 (\$35,511,659)**. I am responding to an email received from Councilor Leila Migliorelli dated Friday, December 9, 2022 at 3:54 PM (attached).

I have full confidence that the "City Funded" portion of the Operating Budget for the School Department, for the three fiscal years identified above, and approved by the Mayor and the City Council, are the correct dollar amounts as submitted by the Office of the Auditor.

Overview

To begin and in response to this request, it references a School Committee vote of \$40,253,740 (4/12/22 and 5/31/22). It goes on to state that "when you back out the offsets, the budget number for the schools is \$35,626,851" (\$115,192 more than what the city put forward). How can/did this occur?

In short, the School Committee can vote the Offsets used to fund its total budget, but they "cannot" vote independently to increase the City funded portion greater than what was provided by the Mayor. The City contribution for FY2023 was \$35,511,659. Having said that, should the School Committee decide they would like to fund other services (\$115,192 more in this case it appears), they would need to identify where these additional funds are coming from, but it is 100% not automatically being added to the City contribution amount provided. The School Committee has no authority to take such action without prior approval from the Mayor.

Attachment: Info2023-11SB (INFO-2023-11 : Update on city finances)

A. Observations and Fact Finding:

1. A copy of an email to me sent by the Supt. dated **Friday May 7, 2021 at 12:07 PM** entitled "Refinement Memo: MPS FY22 Adjusted Budget Proposal – Invitation to edit. In it, the Supt. states, in part, **"Through an increased contribution from the City (3.3% v. 2% over FY21 approved)"**, increased Circuit Breaker reimbursement, and strategic use of our supplemental federal funds (ESSER II and ESSER III), we can accomplish so much with this FY22 budget proposal".
2. The FY2021 School Budget (prepared by the former Supt.), was in the amount of \$32,985,441. When we apply the **3.33% increase (it was not a flat 3.3% but 3.33%)** to that figure, we get **\$34,085,441** for the **FY2022 School Operating Budget funded portion by the city (see above).**
3. We do not get **\$34,200,633** which is identified in the Supt.'s own email dated **Tuesday, April 12, 2022 at 6:00 PM** to my attention, FY22 Column (attached). The amount she identifies here is incorrect by \$115,192. In order for that to be correct, the percentage increase would have to be **3.68%** over FY2021, NOT **3.33%** that the Supt. herself indicates was in fact the case here in the **May 7, 2021 12:07 PM** email to me (see #1 above).
4. As we look at what the Supt. indicated for FY23 on that same email, it is clear to see that the incorrect amount of \$34,200,633 was multiplied by the 4.17% increase to arrive at **\$35,626,851** for FY2023. Therefore, the \$115,192 dollar overstatement error continued into FY2023 on the School Department side, not the City.
5. A copy of my email to the Supt. dated **Tuesday, April 12, 2022, at 8:39 AM** which spells out in clear terms the amount of the FY23 Operating Budget amount provided for by the City of Melrose (**\$35,511,658.64** which is **4.18% over the FY2022 School Operating Budget voted amount by the City Council**).
6. A copy of an email sent by me to the Supt. and the School Finance Director dated **Tuesday, April 12th at 6:14PM** which **restates** the FY2023 City contribution to the School Department Budget for FY2023 at **\$35,511,658.64** and I state **"No other amount is considered the City contribution. Look at the FY22 Operating Budget in Munis and you will see this is correct year after year"**. **This was sent before the School Committee or City Council voted the School Budget.**

7. The Office of the Auditor is not a party to the School Committee and its budget deliberations (outside of advising them on the annual City funded appropriation amount determined by the Office of Mayor), unless requested to attend. The School Committee is responsible to develop their own budget priorities etc. They in turn are responsible to incorporate **only the portion provided by the City** for budget purposes and cannot independently change that amount unless formally authorized by the Mayor.
8. The City Council is not voting on a \$40 million plus school budget that incorporates Offset Items which are not under the City Council purview but the School Committee. The City Council is only voting the portion funded by the City.
9. The City advised the School Department that the format being applied to break down various funding components is not consistent to the practice the City has used in the past and not good practice as it “backs” into a City Contribution which can produce an incorrect figure for the City contribution. The School Department chose to continue using that method. The City Contribution is the amount provided the School Committee as its contribution and submitted to the City Council each year for approval. The manner in which the change was made by the School Department here can and obviously did, in my opinion, lead to an incorrect amount considered the City Contribution in School Committee fiscal year budgetary proposals.

FUND SUMMARY

Fund #0100 is the General Fund of the City. Encompassed in this budget is the \$35,511,659 (department #300) that the City Council has the authority to vote for the School Appropriation (page 21 of the Fiscal 23 budget). This is a one line appropriation that has no detail on expenses. Annually, this amount is transferred out of the #0100 Fund to #0111 (General Fund for the School) to fund the City share of their overall budget program.

Fund #0111 is the General Fund of the School. Encompassed in this budget is the full budget that the School Committee voted of \$40,253,740 that provides line item detail by School of how the money is being spent (15 page Munis document). This budget includes the School Offsets that they also use to vote their budget that the School Committee has authority over. All of the expense transactions relative to the School reside within Fund # 0111.

CC: Margot Fleischman, Director of Strategic Initiatives

Attachments:

1. Email dated Friday, May 7, 2021, 12:07 PM from the Supt. of Schools to the City Auditor
2. Email dated Tuesday, April 12, 2022, 8:39 AM from the City Auditor to the Supt. of Schools
3. Email dated Tuesday, April 12, 2022, 6:00 PM from the Supt. of Schools to the City Auditor
4. Email dated Tuesday, April 12, 2022, 6:14 PM from the City Auditor to the School Finance Director and the Supt. of Schools
5. School Budgets (FY22 and FY23) amounts provided by the City and transferred to the School Dept.
6. Email dated Friday, December 9, 2022, 3:54 PM from Leila Migliorelli
7. Clarification Memorandum from Hannah York, CPA of CLA dated 1/16/2023

Golden, Kerriann

From: Dello Russo, Patrick
Sent: Friday, May 7, 2021 1:04 PM
To: Golden, Kerriann
Subject: FW: Refinement Memo: MPS FY22 Adjusted Budget Proposal - Invitation to edit

FYI

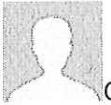
From: Julie Kukenberger *she... (via Google Docs) <drive-shares-dm-noreply@google.com>
Sent: Friday, May 7, 2021 12:07 PM
To: Dello Russo, Patrick <PDelloRusso@CityofMelrose.org>
Cc: alindquist@melroseschools.com; leadership_team@melroseschools.com
Subject: Refinement Memo: MPS FY22 Adjusted Budget Proposal - Invitation to edit

**** **CAUTION:** This email originated outside the City of Melrose. Exercise caution. **DO NOT** open attachments or click links unless you recognize the sender and know the content is safe. ****

jkukenberger@melroseschools.com added you as an editor. Verify your email to securely make edits to this document. You will need to verify your email every 7 days. [Learn more](#).



Refinement Memo: MPS FY22 Adjusted Budget Proposal



Good afternoon LT,

Leia and I are excited to share with you that we have successfully collaborated with our principals, Margaret, Patti, the Mayor, and other city officials to develop our MPS FY22 Adjusted Budget Proposal. We will present our FY22 refinements to the Melrose School Committee on Tuesday, May 11th. The SC is scheduled to vote on the budget during this meeting.

Through an increased contribution from the City (3.3% v. 2% over FY21 approved), increased Circuit Breaker reimbursement, and strategic use of our supplemental federal funds (ESSER II and ESSER III), we can accomplish so much with this FY22 budget proposal. This includes adding two additional first grade teachers (Lincoln and Roosevelt), a 0.6 VPA director, increased support for students PreK-12, and much more.

There are still three critical steps in the process; however, we are feeling very hopeful and optimistic about all we will accomplish for our students with these resources.

Please let me know if you have any questions.

Thank you,
 Julie and Leia

Open in [Open in Docs](#)

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Attachment: Info2023-11SB (INFO-2023-11 : Update on city finances)

#2

Golden, Kerriann

From: Dello Russo, Patrick
Sent: Tuesday, April 12, 2022 8:39 AM
To: Kukenberger, Julie
Cc: *Mayor Brodeur; Golden, Kerriann; Leia Secor
Subject: FY23 Operating Budget

Julie, good morning.

As we spoke earlier today, the Mayor has approved the \$62,800 for the 1.0 FTE MVMMS Adjustment Counselor. This amount will be added to the FY23 School base budget.

The total appropriation is therefore \$35,511,658.64, which is a 4.18% over FY22.

In new dollars it represents an increase of \$1,426,217.64.

I do hope this additional funding will be of significant benefit to the Melrose School District.

Best regards,

Patrick

Attachment: Info2023-11SB (INFO-2023-11 : Update on city finances)

#3

Dello Russo, Patrick

From: Julie Kukenberger *she, her <jkukenberger@melroseschools.com>
Sent: Tuesday, April 12, 2022 6:00 PM
To: Dello Russo, Patrick
Cc: *Mayor Brodeur; Golden, Kerriann; Leia Secor
Subject: Re: FY23 Operating Budget

Hi Patrick,

Here is what I have for the final numbers, which is a 4.17% increase.

	FY23	FY22	
Total Operating Budget	\$40,253,740	38,619,040	
Offsets	4,627,000	4,418,407	
Chapter 70	\$9,680,222	8,631,916	
City's Contribution	\$25,946,629	25,568,717	
Total Appropriation	\$35,626,851	34,200,633	104.17%

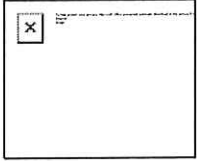
Please let me know if you have any questions.

Julie

Julie R. Kukenberger, Ed. D.
 Superintendent of Schools

Melrose Public Schools

Pronouns: she/her/hers



If you need this document translated, please call your child's school principal.

Si necesita este documento traducido, por favor comuníquese con la escuela de su hijo.

Se você precisa este documento traduzido, entre em contato com a escola do seu filho.

Si vous avez besoin de traduire ce document, s'il vous plaît contacter l'école de votre enfant.

如果你需要这份文件翻译，请联系您的孩子的学校。

يرجى الاتصال بمدرسة طفلك/طفلاتك، إذا كنت تحتاج /تحتاجين إلى ترجمة هذه الوثيقة إلى اللغة العربية.

On Tue, Apr 12, 2022 at 8:39 AM Dello Russo, Patrick <PDelloRusso@cityofmelrose.org> wrote:

Julie, good morning.

As we spoke earlier today, the Mayor has approved the \$62,800 for the 1.0 FTE MVMMS Adjustment Counselor. This amount will be added to the FY23 School base budget.

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Attachment: Info2023-11SB (INFO-2023-11 : Update on city finances)

I do hope this additional funding will be of significant benefit to the Melrose School District.

Best regards,

Patrick

Dello Russo, Patrick

From: Dello Russo, Patrick
Sent: Tuesday, April 12, 2022 6:14 PM
To: Leia Secor; Kukenberger, Julie
Cc: *Mayor Brodeur
Subject: FW: FY23 Operating Budget

Good evening.

This is the city's contribution for FY23 (below) and will be in the Munis Budget. No other amount is considered the city contribution.

Look at the FY22 Operating budget in Munis and you will see this is correct year after year.

Thank you.

Patrick

From: Dello Russo, Patrick
Sent: Tuesday, April 12, 2022 8:39 AM
To: Kukenberger, Julie <jkukenberger@melroseschools.com>
Cc: *Mayor Brodeur <pbrodeur@CityofMelrose.org>; Golden, Kerriann <kgolden@CityofMelrose.org>; Leia Secor <lsecor@melroseschools.com>
Subject: FY23 Operating Budget

Julie, good morning.

As we spoke earlier today, the Mayor has approved the \$62,800 for the 1.0 FTE MVMMS Adjustment Counselor. This amount will be added to the FY23 School base budget.

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Best regards,

Patrick

Attachment: Info2023-11SB (INFO-2023-11 : Update on city finances)

#5

05/10/2022 12:10 pm

City of Melrose
Next Year / Current Year Budget Analysis

Page 21 of 55

PROJECTION: 2023 FISCAL 2023 OPERATING BUDGET
0100 GENERAL FUND

FY22

FY23

300 SCHOOL		2021	2022	2022	2022	2023	PCT
Account	Account Description	YTD Spent	Orig Budget	Revised Budget	YTD Spent	Mayor	Change
SCHOOL SALARIES							
013001 - 511000	SALARY & WAGES	0.00	34,085,441.00	34,085,441.00	0.00	35,511,659.00	4.2%
SCHOOL SALARIES TOTAL		0.00	34,085,441.00	34,085,441.00	0.00	35,511,659.00	4.2%
300 SCHOOL BUDGET TOTAL		0.00	34,085,441.00	34,085,441.00	0.00	35,511,659.00	4.2%

Attachment: Info2023-11SB (INFO-2023-11 : Update on city finances)

#6

Dello Russo, Patrick

From: Migliorelli, Leila
Sent: Friday, December 9, 2022 3:54 PM
To: Dello Russo, Patrick; Fleischman, Margot
Cc: Phillips, Shannon; Kukenberger, Julie; McAndrew, Jennifer; Lindquist, Amy; *Mayor Brodeur
Subject: School budge voting discrepancy
Attachments: FY23 SC Budget Vote_041222.pdf; FY23 School Committee Budget Overview (3) 1.pdf; FY23 School Committee Budget Overview (3) 3.pdf; Pages from FY23 Operating Budget_School 300.pdf; CLA presentation_101822.pdf

Dear Patrick & Margot,

Thank you again for presenting to the Council last night. I wanted to follow-up on the discussion we had regarding the discrepancies between what the City Council voted on for the school budget and what was approved by the School Committee.

Attached you will find:

1. A copy of the School Committee budget vote on 4/12/22, where they unanimously approved a \$40,253,740 total budget for the schools.
2. The first page of the School Committee's memo to the City Council (dated 5/31/22), where it shows the total school budget to be \$40,253,740
3. Page 3 of that same memo where it shows the breakdown of the \$40,253,740 to be \$9,680,222 in Chapter 70, \$4,627,000 in offsets, and \$25,946,629 in school appropriation from the city. When you back out the offsets, the budget number for the schools is \$35,626,851.
4. Page 19 of that memo, which is the final page of a long MUNIS report for 0111 School General Fund (run on 5/18/22) with a total amount of \$40,253,740
5. Page 21 of the city's Fiscal 2023 Operating Budget projection (run 5/10/22) where it states that the 300 School Budget total is \$35,511,659 (just one line for "Salary & Wages")
6. The CLA presentation made on 10/18/22 by Hannah York where it states on page 7 that there is a \$115,192 "disconnect between the amount transferred from the city (city share + CH70) and what was in the estimated revenues in the budget documents".
7. Here's a [link](#) to the recording from 10/18 where at minute 2:38 Hannah talks about the \$115,192 variance between the budget that was put in and the city transfer of Chapter 70 and city share, and at 3:36:20, where Hannah says when she asked the "city" why there was this discrepancy and she was told that there's "always been a disconnect" and that how this was handled in the past was that the school would transfer more in offsets to cover the delta in the amount between what was approved by the School Committee and what was provided by the city.

So my question is why does the School Committee approve a bottom line budget for the schools (that has a corresponding MUNIS report) that is different than the bottom line budget that the City Council approves for the schools (which is also in MUNIS)? The School Committee bases their presentation to the Council on the 0111 School General Fund (that they all -- including the mayor -- approved in April), but then the Council votes on the 300 School Budget. We shouldn't have these differences -- and I will take responsibility for not catching this earlier myself, but to be honest, I would never expect two electoral bodies voting on two separate funds for the same department. While the School Committee does have separate fiduciary

Attachment: Info2023-11SB (INFO-2023-11 : Update on city finances)

responsibilities for the schools, it is still a department within the city. Therefore, I believe that it's the responsibility of the city to work collaboratively with the school department to present a budget to the City Council that has been fully vetted and transparent -- rather than approving one budget in the School Committee, presenting that budget to the Council, but then having us vote on an entirely different number.

I do hope we can clear this up when we meet again in January, and then ensure that this issue is not replicated again in FY24.

Thank you,
Leila

Leila B. Migliorelli
Councilor-at-Large
City of Melrose
lmigliorelli@cityofmelrose.org
781-462-1425 (c)

Pronouns: she/her/hers

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Attachment: Info2023-11SB (INFO-2023-11 : Update on city finances)



CliftonLarsonAllen LLP
131 Hartwell Avenue, Suite 300
Lexington, MA 02421

phone 781-402-6300 fax 781-402-6350
CLAAconnect.com

6.B.2.c

January 16, 2023

Mr. Patrick Dello Russo, Finance Director
City of Melrose
562 Main St
Melrose, MA 02176

Dear Mr. Dello Russo,

In response to your request for clarification on the presentation that I gave to the school committee regarding the \$115,192 disconnect between the amount transferred from the city (city share + CH70) and what was in the estimated revenues in the budget documents, I wish to clarify a comment made later in the presentation. At minute 3:26 of the recording of the school committee meeting on 10/18/22, when asked about the disconnect, I stated that I was told by the city that there had "always been a disconnect". This was poorly worded, a few seconds later, I clarified that the disconnect had occurred "... at least the last few years". The two budget issues had gotten inter-twined in the original statement. Therefore, to lay out clearly:

1. As far back as I have been involved with the Melrose Public Schools, they have included entitlement grants in their budget process.
2. The \$115,192 discrepancy only occurred over the last few years. During the period that I was not involved with supporting the schools. Therefore, I am not privy to how or why this occurred.

I hope this clears up any remaining questions regarding my statement.

Sincerely,

CliftonLarsonAllen LLP

Hannah York, CPA, CGA
Principal

Ghobrial, Andrew

From: Migliorelli, Leila
Sent: Thursday, January 26, 2023 3:18 PM
To: Ghobrial, Andrew
Cc: Grigoraitis, Jennifer
Subject: Fw: School budget voting discrepancy
Attachments: FY23 SC Budget Vote_041222.pdf; FY23 School Committee Budget Overview (3) 1.pdf; FY23 School Committee Budget Overview (3) 3.pdf; Pages from FY23 Operating Budget_School 300.pdf; CLA presentation_101822.pdf

Hi Andrew - Can you please attach my email below to Order 2023-11?

thanks!
 Leila

Leila B. Migliorelli
 Councilor-at-Large
 City of Melrose
 lmigliorelli@cityofmelrose.org
 [REDACTED] (c)
Pronouns: she/her/hers

From: Migliorelli, Leila <lmigliorelli@CityofMelrose.org>
Sent: Friday, December 9, 2022 3:54 PM
To: Dello Russo, Patrick <PDelloRusso@CityofMelrose.org>; Fleischman, Margot <mfleischman@CityofMelrose.org>
Cc: Phillips, Shannon <sphillips@CityofMelrose.org>; Kukenberger, Julie <jkukenberg@melroseschools.com>; McAndrew, Jennifer <jmcaudrew@CityofMelrose.org>; Lindquist, Amy <alindquist@CityofMelrose.org>; *Mayor Brodeur <pbrodeur@CityofMelrose.org>
Subject: School budget voting discrepancy

Dear Patrick & Margot,

Thank you again for presenting to the Council last night. I wanted to follow-up on the discussion we had regarding the discrepancies between what the City Council voted on for the school budget and what was approved by the School Committee.

Attached you will find:

1. A copy of the School Committee budget vote on 4/12/22, where they unanimously approved a \$40,253,740 total budget for the schools.
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4. Page 19 of that memo, which is the final page of a long MUNIS report for 0111 School General Fund (run on 5/18/22) with a total amount of \$40,253,740

Attachment: School budget voting discrepancy_Redacted (INFO-2023-11 : Update on city finances)

5. Page 21 of the city's [Fiscal 2023 Operating Budget projection](#) (run 5/10/22) where it states that the 300 School Budget total is \$35,511,659 (just one line for "Salary & Wages")
6. The CLA presentation made on 10/18/22 by Hannah York where it states on page 7 that there is a \$115,192 "disconnect between the amount transferred from the city (city share + CH70) and what was in the estimated revenues in the budget documents".
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So my question is why does the School Committee approve a bottom line budget for the schools (that has a corresponding MUNIS report) that is different than the bottom line budget that the City Council approves for the schools (which is also in MUNIS)? The School Committee bases their presentation to the Council on the 0111 School General Fund (that they all -- including the mayor -- approved in April), but then the Council votes on the 300 School Budget. We shouldn't have these differences -- and I will take responsibility for not catching this earlier myself, but to be honest, I would never expect two electoral bodies voting on two separate funds for the same department. While the School Committee does have separate fiduciary responsibilities for the schools, it is still a department within the city. Therefore, I believe that it's the responsibility of the city to work collaboratively with the school department to present a budget to the City Council that has been fully vetted and transparent -- rather than approving one budget in the School Committee, presenting that budget to the Council, but then having us vote on an entirely different number.

I do hope we can clear this up when we meet again in January, and then ensure that this issue is not replicated again in FY24.

Thank you,
Leila

Leila B. Migliorelli
Councilor-at-Large
City of Melrose
lmigliorelli@cityofmelrose.org
[REDACTED] (c)

Pronouns: she/her/hers

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

Attachment: School budget voting discrepancy_Redacted (INFO-2023-11 : Update on city finances)

To approve the budget set forth before the Committee of \$40,253,740 including the categories as delineated

Meeting 4/12/2022 6:30 PM

Vote Results

Dorie Withey	Voter	Yes/Aye
Edward O'Connell	Mover	Yes/Aye
Jennifer McAndrew	Voter	Yes/Aye
Jennifer Razi-Thomas	Seconder	Yes/Aye
Lizbeth DeSelm	Voter	Yes/Aye
Margaret Driscoll	Voter	Yes/Aye
Paul Brodeur	Voter	Yes/Aye

April 12, 2022 6:30 PM Passed

Discussion included clarification of voting each category separately, the positions included in this refined budget, support for ELA curriculum issues, and funding for these materials.

Powered by Granicus

Attachment: School budget voting discrepancy_Redacted (INFO-2023-11 : Update on city finances)

The table below outlines MPS' projected state funding (Chapter 70) allocation (12.14% increase over FY22) as of April 6, 2022, offsets from revenue projections (4.72% increase over FY22), and the school appropriation or contributions from the City (1.23% increase over FY22). There are still several items in motion as we await the final State budget and continue to learn about personnel changes, individualized special education student needs, and transportation costs for the coming school year. This table is designed to give a high-level overview of the critical pieces used to calculate the MPS operating budget approved by the School Committee on April 12, 2022.

	FY19	FY20	FY21	FY22	FY23
	Approved	Approved	Approved	Approved	SC Approved
Operating Expenses	\$31,531,947	\$36,141,650	\$36,976,124	\$38,619,040	\$40,253,740
Chpt. 70	\$8,396,206	\$8,514,496	\$8,514,496	\$8,631,916	\$9,680,222
Offsets	\$3,989,500	\$3,802,983	\$3,993,407	\$4,418,407	\$4,627,000
School Appropriation	\$19,146,241	\$23,824,171	\$24,468,221	\$25,568,717	\$25,946,629

The table below outlines the breakdown of the FY23 School Committee Approved budget by categories. The School Committee votes on each category in addition to the total FY23 operating budget amount.

FY23 MPS Budget by School Committee Categories	
Elementary	14,028,381
Secondary	15,524,213
Special Ed	5,385,597
Admin and other	5,315,549
	\$ 40,253,740

Attachment: School budget voting discrepancy_Redacted (INFO-2023-11 : Update on city finances)



DATE: May 31, 2022

TO: The Honorable Melrose City Council

Cc: Mayor Paul Brodeur
Patrick Dello Russo, *Chief Finance Officer*

FROM: Melrose School Committee

RE: FY23 MPS School Committee Budget Overview

This memo outlines the FY23 Melrose Public Schools Operating Budget, as approved by the School Committee on April 12, 2022 ([presentation](#) to the SC), in the amount of **\$40,253,740** ([view the full FY23 Budget analysis here](#)).

As we work collaboratively and transparently, both internally and externally, we must keep reminding ourselves that we are still in the throes of a global pandemic. Therefore, our focus for the FY23 fiscal year is to continue to build a fiscally responsible, student-centered budget that supports plans to accelerate learning for all students. We remain vigilant about educating the whole child, meeting our students' and employees' physical, social, emotional, academic, and mental well-being needs. Therefore, our **FY23 budget** theme will be **focused on youth mental health, accelerating learning outcomes for all learners, and social-emotional well-being for all**.

Our FY23 MPS student-centered budget acknowledges the current fiscal and political climate in our community while also remaining focused on supporting progress toward rigorous and relevant learning for all. We do all of this while staying true to our mission to "*provide and sustain a thriving and dynamic teaching and learning environment, preparing every student to excel in their authentic life and global citizenship, as supported by an engaged community.*"

The goal and purpose of our MPS FY23 budget are to sustain our existing resources in ways that allow us to continue to make progress toward our strategic objectives and priorities. We also aim to position the District to make incremental investments in our response toward pandemic recovery while also being mindful of our students' immediate and future needs. This strategic thinking will enable us to realize our long-range vision for continuous improvement. It will help educators design safe, supportive, and responsive student-centered learning environments where students own their learning and acquire the academic and social-emotional skills necessary to realize their unique potential. These combined skills will ensure that our students are able to contribute to their communities in meaningful ways.

City of Melrose
Next Year / Current Year Budget Analysis

PROJECTION: 2023 FISCAL 2023 OPERATING BUDGET
0100 GENERAL FUND

300 SCHOOL		2021	2022	2022	2022	2023	PCT
Account	Account Description	YTD Spent	Orig Budget	Revised Budget	YTD Spent	Mayor	Change
SCHOOL SALARIES							
013001 - 511000	SALARY & WAGES	0.00	34,085,441.00	34,085,441.00	0.00	35,511,659.00	4.2%
SCHOOL SALARIES TOTAL		0.00	34,085,441.00	34,085,441.00	0.00	35,511,659.00	4.2%
300 SCHOOL BUDGET TOTAL		0.00	34,085,441.00	34,085,441.00	0.00	35,511,659.00	4.2%

Attachment: School budget voting discrepancy_Redacted (INFO-2023-11 : Update on city finances)



Melrose FY22 EOY

We'll get you there.



CPAs | CONSULTANTS | WEALTH ADVISORS

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Attachment: School budget voting discrepancy_Redacted (INFO-2023-11 : Update on city finances)



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Summary

- CLA Background with the Melrose Public Schools
- School Budget History
- Status prior to year-end cleanup
- Offsets available for transfer
- Cleanup/Reclassifications to balance the budget
- Cost Drivers
- FY23 Budget and future recommendations



CLA consulting background with the Melrose Public Schools

- Assisted as Interim Business manager in transition prior to Marianne Farrell coming on board (2015-2016 school year)
- Assisted with preparation of FY2016-2019 EOY reports
- Assisted in FY2020 with budget reconciliation and offset cleanup only
- Late July 2022, was contacted to request assistance with year-end cleanup. Started work with the school the first week of August



School Budget History



Operating budget, as presented and approved by the school committee, has historically included the following funding sources:

- City Share of funds
- CH70 state aid
- Offsets from various revolving funds
- Estimated amounts from certain entitlement grants



From 2016-2020, CLA, in addition to the EOY report, assisted the school in reconciling the budget and removing the entitlement grants portion. Those costs are spent directly on the grant themselves, and already included in the grant budget. We recommended stopping the practice of including those amounts in the operating budget, there was the possibility of double counting (and double-spending) the funds.



Status of FY22 prior to Cleanup

- July 25th YTD Budget report, showed a budget of \$38,555,199 for the general fund and a deficit against that budget of \$883,179.24
 - We later found that there were inactive accounts not included in this report.
 - Rerunning the report with inactive accounts that had both budget and actuals, would have showed a total original operating budget of \$38,619,040 with a deficit of \$1,044,452



Status of FY22 prior to Cleanup, continued

- Initially performed a budget reconciliation, based on a historical knowledge of the way the school district has budgeted operating costs
 - Found that the general fund budget was overstated by \$1,375,192
 - \$800,000 - SPED IDEA 94-142 grant
 - \$120,000 – TITLE I grant
 - \$340,000 – METCO grant
 - \$115,192 – disconnect between the amount transferred from the City (City share + CH70) and what was in the estimated revenues in the budget documents
 - Adjusting the budget down for the above overage, the true deficit in general fund was \$2,247,840 without inactive accounts. Had those accounts been included the deficit would have been \$2,419,644. These inactive account balances were discovered *after* some of the cleanup had already started



Status of FY22 prior to Cleanup, continued

- Reviewed Status of offset accounts, several accounts did not have the budgeted funds needed to transfer
 - The majority of the shortfall had to be picked up by withdrawing excess amounts from the circuit breaker account.
 - The chart shows by fund the amounts that were budgeted to offset the operating fund, their fund balance prior to the transfer, how much we were able to transfer and the variance to the budget

Offsets to Transfer In

	FY22 Budget	Balance prior to transfer	FY22 Transfer	Variance to Budget
1601 SCHOOL ATHLETICS	\$ 325,000.00	\$ 295,989.25	\$ 295,000.00	\$ (30,000.00)
1603 USE OF FACILITIES	\$ 365,000.00	\$ 222,221.51	\$ 220,000.00	\$ (145,000.00)
1613 TRANSPORTATION	\$ 54,000.00	\$ 50,717.37	\$ 50,000.00	\$ (4,000.00)
1614 SCHOOL CHOICE/TUITION	\$ 40,000.00	\$ 64,987.86	\$ 64,000.00	\$ 24,000.00
1615 ERATE	\$ 45,000.00	\$ 17.55	\$ -	\$ (45,000.00)
1620 MEDICAID ACCOUNT	\$ 77,000.00	\$ 109,545.65	\$ 100,000.00	\$ 23,000.00
1621 Pre-K / ECC	\$ 282,407.00	\$ (138,878.92)	\$ -	\$ (282,407.00)
1627 CIRCUIT BREAKER	\$ 1,000,000.00	\$ 1,762,648.00	\$ 1,336,647.00	\$ 336,647.00
1901 ELEMENTARY MUSIC FEES	\$ 95,000.00	\$ 117,051.35	\$ 115,000.00	\$ 20,000.00
1907 EDUCATION STATIONS	\$ 875,000.00	\$ 919,593.37	\$ 910,000.00	\$ 35,000.00
Misc other available funds	\$ -	\$ 67,760.66	\$ 67,760.00	\$ 67,760.00
	<u>\$ 3,158,407.00</u>	<u>\$ 3,471,653.65</u>	<u>\$ 3,158,407.00</u>	<u>\$ 3,158,407.00</u>



Cleanup/Reclassification balance the budget

- \$59,000 - Purchase order cleanup (closing out old balances)
- \$426,000 – Circuit Breaker
- \$202,000 – METCO
- \$70,000 - SPED 94-142
- \$852,000 - ESSER III (remainder of ESSER III was used to cover the overage in ESSER II)
- \$15,925 - ARPA IDEA grant
- \$775,000 - ARPA Revenue Loss



Major Cost overrun drivers

- \$2.1m of overage was due to special ed cost overruns
 - \$700k – Transportation
 - \$1,480k – Tuitions
- Remainder can be accounted for by the teacher coverage costs that were charged to paraprofessional lines. Teachers were required to stay home up to 10 days after contracting Covid-19 and the district had to provide coverage



FY23 Budget and support



Removed grant portion of the FY23 budget from the operating account



Provided 3-year analysis of costs by location and categories



Will continue to work with the school to update the budget, and to help develop monthly reports.



Recommendations for the future



For FY2024 Operating Budget, base the budget purely off the funds transferred from the City

City Share

CH70 state aid



Costs associated with the current Offset Accounts and grants should be charged directly to those funds, this is more accurate for both UMAS and GASB accounting purposes



Create new funds for major revolving funds, with annual budget estimates

Athletics

Facilities

ECC

Education Stations



YEAR-TO-DATE BUDGET REPORT

FOR 2023 06									
ACCOUNTS FOR:		ORIGINAL	TRANFRS/	REVISED				AVAILABLE	PCT
0100	GENERAL FUND	APPROP	ADJSTMTS	BUDGET	YTD EXPENDED	ENCUMBRANCES		BUDGET	USED
000 UNDEFINED									
010004	590000 TRANS OUT	0	0	0	35,511,659.00	.00	-35,511,659.00	100.0%	
	TOTAL UNDEFINED CHAR	0	0	0	35,511,659.00	.00	-35,511,659.00	100.0%	
	TOTAL UNDEFINED	0	0	0	35,511,659.00	.00	-35,511,659.00	100.0%	

CITY OF MELROSE v2021 LIVE

YEAR-TO-DATE BUDGET REPORT

FOR 2023 06								
ACCOUNTS FOR:	ORIGINAL	TRANFRS/	REVISED	YTD EXPENDED	ENCUMBRANCES	AVAILABLE	PCT	
0100 GENERAL FUND	APPROP	ADJSTMTS	BUDGET			BUDGET	USED	
112 CITY COUNCIL								
51 SALARIES								
011121 511000 S & W	105,751	0	105,751	53,125.67	.00	52,625.33	50.2%	
TOTAL SALARIES	105,751	0	105,751	53,125.67	.00	52,625.33	50.2%	
52 CONTRACTUAL								
011122 520500 ADVERTIS	125	0	125	.00	.00	125.00	.0%	
011122 521000 PRINTING	500	0	500	188.00	.00	312.00	37.6%	
011122 523100 EXPENSES	11,000	0	11,000	5,500.22	.00	5,499.78	50.0%	
011122 525308 IQM2 CONTR	18,926	0	18,926	12,344.50	.00	6,581.50	65.2%	
TOTAL CONTRACTUAL	30,551	0	30,551	18,032.72	.00	12,518.28	59.0%	
54 OTHER CHARGES								
011122 540700 SEMINARS	535	0	535	.00	.00	535.00	.0%	
TOTAL OTHER CHARGES	535	0	535	.00	.00	535.00	.0%	
TOTAL CITY COUNCIL	136,837	0	136,837	71,158.39	.00	65,678.61	52.0%	

YEAR-TO-DATE BUDGET REPORT

FOR 2023 06								
ACCOUNTS FOR:	ORIGINAL	TRANFRS/	REVISED	YTD EXPENDED	ENCUMBRANCES	AVAILABLE	PCT	
0100 GENERAL FUND	APPROP	ADJSTMTS	BUDGET			BUDGET	USED	
121 MAYOR								
51 SALARIES								
011211 511000 S & W	311,268	0	311,268	152,986.36	.00	158,281.64	49.1%	
TOTAL SALARIES	311,268	0	311,268	152,986.36	.00	158,281.64	49.1%	
52 CONTRACTUAL								
011212 521000 PRINTING	750	0	750	.00	.00	750.00	.0%	
011212 523100 EXP ACCT	7,000	0	7,000	4,718.13	.00	2,281.87	67.4%	
011212 529000 PROF SERV	6,000	0	6,000	3,427.47	.00	2,572.53	57.1%	
TOTAL CONTRACTUAL	13,750	0	13,750	8,145.60	.00	5,604.40	59.2%	
54 OTHER CHARGES								
011212 540500 DUES/MEMB	24,000	0	24,000	22,620.00	.00	1,380.00	94.3%	
011212 540600 EDUC/SEMIN	2,134	0	2,134	1,174.00	.00	960.00	55.0%	
011212 548950 COMM OUTRE	18,500	0	18,500	6,685.24	.00	11,814.76	36.1%	
TOTAL OTHER CHARGES	44,634	0	44,634	30,479.24	.00	14,154.76	68.3%	
TOTAL MAYOR	369,652	0	369,652	191,611.20	.00	178,040.80	51.8%	

CITY OF MELROSE v2021 LIVE

YEAR-TO-DATE BUDGET REPORT

FOR 2023 06								
ACCOUNTS FOR:	ORIGINAL	TRANFRS/	REVISED	YTD EXPENDED	ENCUMBRANCES	AVAILABLE	PCT	
0100 GENERAL FUND	APPROP	ADJSTMTS	BUDGET			BUDGET	USED	
135 AUDITOR								
51 SALARIES								
011351 511000 S & W	394,042	1,675	395,717	202,285.73	.00	193,431.27	51.1%	
TOTAL SALARIES	394,042	1,675	395,717	202,285.73	.00	193,431.27	51.1%	
52 CONTRACTUAL								
011352 528600 AUDIT SERV	48,640	0	48,640	20,000.00	.00	28,640.00	41.1%	
011352 529000 PROF SERV	11,800	0	11,800	.00	.00	11,800.00	.0%	
TOTAL CONTRACTUAL	60,440	0	60,440	20,000.00	.00	40,440.00	33.1%	
54 OTHER CHARGES								
011352 540500 DUES/MEMB	200	0	200	.00	.00	200.00	.0%	
011352 540600 EDUC/SEMIN	3,000	0	3,000	1,835.00	.00	1,165.00	61.2%	
TOTAL OTHER CHARGES	3,200	0	3,200	1,835.00	.00	1,365.00	57.3%	
TOTAL AUDITOR	457,682	1,675	459,357	224,120.73	.00	235,236.27	48.8%	

CITY OF MELROSE v2021 LIVE

YEAR-TO-DATE BUDGET REPORT

FOR 2023 06								
ACCOUNTS FOR:	ORIGINAL	TRANFRS/	REVISED	YTD EXPENDED	ENCUMBRANCES	AVAILABLE	PCT	
0100 GENERAL FUND	APPROP	ADJSTMTS	BUDGET			BUDGET	USED	
141 ASSESSORS								
51 SALARIES								
011411 511000 S & W	233,867	630	234,497	115,395.78	.00	119,101.22	49.2%	
TOTAL SALARIES	233,867	630	234,497	115,395.78	.00	119,101.22	49.2%	
52 CONTRACTUAL								
011412 521000 PRINTING	250	0	250	87.00	61.49	101.51	59.4%	
011412 523000 MILEAGE	1,000	0	1,000	.00	.00	1,000.00	.0%	
011412 528000 FEES	300	0	300	.00	155.00	145.00	51.7%	
011412 529000 PROF SERV	15,900	0	15,900	500.00	10,000.00	5,400.00	66.0%	
011412 529300 REVAL	103,500	0	103,500	55,046.29	32,382.49	16,071.22	84.5%	
TOTAL CONTRACTUAL	120,950	0	120,950	55,633.29	42,598.98	22,717.73	81.2%	
53 SUPPLIES & MATERIAL								
011412 530200 COPY SUP	200	0	200	61.49	.00	138.51	30.7%	
011412 537500 FURN&FIXT	4,000	0	4,000	.00	.00	4,000.00	.0%	
TOTAL SUPPLIES & MATERIAL	4,200	0	4,200	61.49	.00	4,138.51	1.5%	
54 OTHER CHARGES								
011412 540500 DUES/MEMB	700	0	700	375.00	325.00	.00	100.0%	
011412 540600 EDUC/SEMIN	4,000	0	4,000	2,335.52	304.00	1,360.48	66.0%	
011412 540700 SEMINARS	2,000	0	2,000	75.00	.00	1,925.00	3.8%	
TOTAL OTHER CHARGES	6,700	0	6,700	2,785.52	629.00	3,285.48	51.0%	
TOTAL ASSESSORS	365,717	630	366,347	173,876.08	43,227.98	149,242.94	59.3%	

CITY OF MELROSE v2021 LIVE

YEAR-TO-DATE BUDGET REPORT

FOR 2023 06								
ACCOUNTS FOR:	ORIGINAL	TRANFRS/	REVISED	YTD EXPENDED	ENCUMBRANCES	AVAILABLE	PCT	
0100 GENERAL FUND	APPROP	ADJSTMTS	BUDGET			BUDGET	USED	
145 TREASURER/COLLECTOR								
51 SALARIES								
011451 511000 S & W	380,331	4,421	384,752	193,277.77	.00	191,474.23	50.2%	
TOTAL SALARIES	380,331	4,421	384,752	193,277.77	.00	191,474.23	50.2%	
52 CONTRACTUAL								
011452 521000 PRINTING	27,000	0	27,000	4,356.11	.00	22,643.89	16.1%	
011452 521500 POSTAGE	50,000	0	50,000	35,565.70	.00	14,434.30	71.1%	
011452 521801 FOLD MAINT	1,200	0	1,200	.00	.00	1,200.00	.0%	
011452 525303 LICENSES	2,000	0	2,000	.00	.00	2,000.00	.0%	
011452 527600 OFFICE EQU	1,900	0	1,900	150.00	150.00	1,600.00	15.8%	
011452 528001 BANK FEES	6,000	0	6,000	.00	.00	6,000.00	.0%	
011452 528002 TITLE FEES	1,500	0	1,500	210.00	.00	1,290.00	14.0%	
011452 529000 PROF SERV	15,000	0	15,000	7,081.63	.00	7,918.37	47.2%	
TOTAL CONTRACTUAL	104,600	0	104,600	47,363.44	150.00	57,086.56	45.4%	
54 OTHER CHARGES								
011452 540500 DUES/MEMB	250	0	250	100.00	.00	150.00	40.0%	
011452 540600 EDUC/SEMIN	3,000	0	3,000	619.25	.00	2,380.75	20.6%	
011452 544100 SURETY	1,125	0	1,125	375.00	.00	750.00	33.3%	
TOTAL OTHER CHARGES	4,375	0	4,375	1,094.25	.00	3,280.75	25.0%	
TOTAL TREASURER/COLLECTOR	489,306	4,421	493,727	241,735.46	150.00	251,841.54	49.0%	

CITY OF MELROSE v2021 LIVE

YEAR-TO-DATE BUDGET REPORT

FOR 2023 06								
ACCOUNTS FOR:	ORIGINAL	TRANFRS/	REVISED	YTD EXPENDED	ENCUMBRANCES	AVAILABLE	PCT	
0100 GENERAL FUND	APPROP	ADJSTMTS	BUDGET			BUDGET	USED	
151 CITY SOLICITOR								
51 SALARIES								
011511 511000 S & W	211,736	0	211,736	107,355.64	.00	104,380.36	50.7%	
01151771 511000 S & W	111,533	0	111,533	56,117.88	.00	55,415.12	50.3%	
TOTAL SALARIES	323,269	0	323,269	163,473.52	.00	159,795.48	50.6%	
52 CONTRACTUAL								
011512 523100 EXPENSES	2,475	0	2,475	.00	.00	2,475.00	.0%	
011512 529000 PROF SERV	30,000	0	30,000	3,392.50	.00	26,607.50	11.3%	
TOTAL CONTRACTUAL	32,475	0	32,475	3,392.50	.00	29,082.50	10.4%	
53 SUPPLIES & MATERIAL								
011512 534200 BOOKS	495	0	495	.00	.00	495.00	.0%	
011512 534250 ELECT MASS	4,800	0	4,800	1,861.38	.00	2,938.62	38.8%	
TOTAL SUPPLIES & MATERIAL	5,295	0	5,295	1,861.38	.00	3,433.62	35.2%	
54 OTHER CHARGES								
011512 540500 DUES/MEMB	2,710	0	2,710	1,425.58	.00	1,284.42	52.6%	
011512 540600 EDUC/SEMIN	3,000	0	3,000	2,400.00	.00	600.00	80.0%	
011512 544310 PROP INS	708,000	0	708,000	665,623.40	.00	42,376.60	94.0%	
011512 544500 SUITSCLAIM	10,000	0	10,000	9,940.00	.00	60.00	99.4%	
TOTAL OTHER CHARGES	723,710	0	723,710	679,388.98	.00	44,321.02	93.9%	
TOTAL CITY SOLICITOR	1,084,749	0	1,084,749	848,116.38	.00	236,632.62	78.2%	

Attachment: December YTD Budget Report (INFO-2023-11 : Update on city finances)

CITY OF MELROSE v2021 LIVE

YEAR-TO-DATE BUDGET REPORT

FOR 2023 06								
ACCOUNTS FOR:	ORIGINAL	TRANFRS/	REVISED	YTD EXPENDED	ENCUMBRANCES	AVAILABLE	PCT	
0100 GENERAL FUND	APPROP	ADJSTMTS	BUDGET			BUDGET	USED	
152 HUMAN RESOURCES								
51 SALARIES								
011521 511000 S & W	146,614	0	146,614	73,735.26	.00	72,878.74	50.3%	
TOTAL SALARIES	146,614	0	146,614	73,735.26	.00	72,878.74	50.3%	
52 CONTRACTUAL								
011522 520500 ADVERTISE	10,000	0	10,000	1,457.32	.00	8,542.68	14.6%	
011522 521000 PRINTING	100	0	100	88.50	.00	11.50	88.5%	
TOTAL CONTRACTUAL	10,100	0	10,100	1,545.82	.00	8,554.18	15.3%	
54 OTHER CHARGES								
011522 540500 DUES/MEMB	505	0	505	504.00	.00	1.00	99.8%	
011522 540600 EDUC/SEMIN	500	0	500	90.00	.00	410.00	18.0%	
011522 540700 SCHOOLING	5,000	0	5,000	.00	.00	5,000.00	.0%	
011522 543000 PHYSICAL	8,000	0	8,000	2,557.00	.00	5,443.00	32.0%	
TOTAL OTHER CHARGES	14,005	0	14,005	3,151.00	.00	10,854.00	22.5%	
TOTAL HUMAN RESOURCES	170,719	0	170,719	78,432.08	.00	92,286.92	45.9%	

CITY OF MELROSE v2021 LIVE

YEAR-TO-DATE BUDGET REPORT

FOR 2023 06								
ACCOUNTS FOR:	ORIGINAL	TRANFRS/	REVISED	YTD EXPENDED	ENCUMBRANCES	AVAILABLE	PCT	
0100 GENERAL FUND	APPROP	ADJSTMTS	BUDGET			BUDGET	USED	
155 INFORMATION TECHNOLOGY								
51 SALARIES								
011551 511000 S & W	396,766	0	396,766	210,475.88	.00	186,290.12	53.0%	
TOTAL SALARIES	396,766	0	396,766	210,475.88	.00	186,290.12	53.0%	
52 CONTRACTUAL								
011552 522000 TELEPHONE	116,100	0	116,100	36,971.12	.00	79,128.88	31.8%	
011552 522004 WAN COMMUN	6,077	0	6,077	.00	.00	6,077.00	.0%	
011552 525105 COMP MAINT	12,880	0	12,880	4,073.72	1,368.93	7,437.35	42.3%	
011552 525106 TEL MAINT	1,000	0	1,000	68.00	.00	932.00	6.8%	
011552 525203 NET SERVIC	5,000	0	5,000	.00	.00	5,000.00	.0%	
011552 525301 MUNIS SUPP	129,248	0	129,248	116,109.01	.00	13,138.99	89.8%	
011552 525303 LICENSES	167,791	0	167,791	48,216.56	12,835.09	106,739.35	36.4%	
011552 525305 IT COM NOT	7,417	0	7,417	6,867.13	.00	549.87	92.6%	
011552 525309 OSDBA	10,000	0	10,000	.00	.00	10,000.00	.0%	
011552 525402 INTERNET	9,180	0	9,180	3,193.90	.00	5,986.10	34.8%	
011552 529000 PROF SERV	10,000	0	10,000	.00	1,400.00	8,600.00	14.0%	
TOTAL CONTRACTUAL	474,693	0	474,693	215,499.44	15,604.02	243,589.54	48.7%	
53 SUPPLIES & MATERIAL								
011552 530120 COMP MISC	2,000	0	2,000	1,768.14	.00	231.86	88.4%	
TOTAL SUPPLIES & MATERIAL	2,000	0	2,000	1,768.14	.00	231.86	88.4%	
54 OTHER CHARGES								
011552 540700 SEMINARS	5,000	0	5,000	.00	4,995.00	5.00	99.9%	
TOTAL OTHER CHARGES	5,000	0	5,000	.00	4,995.00	5.00	99.9%	
TOTAL INFORMATION TECHNOLOGY	878,459	0	878,459	427,743.46	20,599.02	430,116.52	51.0%	

CITY OF MELROSE v2021 LIVE

YEAR-TO-DATE BUDGET REPORT

FOR 2023 06								
ACCOUNTS FOR:	ORIGINAL	TRANFRS/	REVISED	YTD EXPENDED	ENCUMBRANCES	AVAILABLE	PCT	
0100 GENERAL FUND	APPROP	ADJSTMTS	BUDGET			BUDGET	USED	
161 CITY CLERK								
51 SALARIES								
011611 511000 S & W	285,137	2,321	287,458	127,647.66	.00	159,810.34	44.4%	
011611 513000 OVERTIME	8,000	0	8,000	4,532.83	.00	3,467.17	56.7%	
TOTAL SALARIES	293,137	2,321	295,458	132,180.49	.00	163,277.51	44.7%	
52 CONTRACTUAL								
011612 520500 ADVERTISE	700	0	700	71.38	.00	628.62	10.2%	
011612 521000 PRINTING	2,300	0	2,300	584.25	.00	1,715.75	25.4%	
011612 525109 DOG MAINT	700	0	700	.00	.00	700.00	.0%	
011612 525401 WEBSITE	9,000	0	9,000	4,051.69	.00	4,948.31	45.0%	
011612 529000 PROF SERV	500	0	500	.00	.00	500.00	.0%	
011612 529301 RECODE	10,000	0	10,000	2,319.03	.00	7,680.97	23.2%	
TOTAL CONTRACTUAL	23,200	0	23,200	7,026.35	.00	16,173.65	30.3%	
53 SUPPLIES & MATERIAL								
011612 530501 VITALSUPPL	4,400	0	4,400	.00	.00	4,400.00	.0%	
TOTAL SUPPLIES & MATERIAL	4,400	0	4,400	.00	.00	4,400.00	.0%	
54 OTHER CHARGES								
011612 540500 DUES/MEMB	500	0	500	175.00	.00	325.00	35.0%	
011612 540600 EDUC/SEMIN	2,000	0	2,000	736.20	.00	1,263.80	36.8%	
011612 544100 SURETY	100	0	100	.00	.00	100.00	.0%	
TOTAL OTHER CHARGES	2,600	0	2,600	911.20	.00	1,688.80	35.0%	
TOTAL CITY CLERK	323,337	2,321	325,658	140,118.04	.00	185,539.96	43.0%	

CITY OF MELROSE v2021 LIVE

YEAR-TO-DATE BUDGET REPORT

FOR 2023 06								
ACCOUNTS FOR:	ORIGINAL	TRANFRS/	REVISED	YTD EXPENDED	ENCUMBRANCES	AVAILABLE	PCT	
0100 GENERAL FUND	APPROP	ADJSTMTS	BUDGET			BUDGET	USED	
162 ELECTION/REGISTRAR								
51 SALARIES								
011621 511000 S & W	4,569	0	4,569	1,857.21	.00	2,711.79	40.6%	
011621 512000 PT S&W	41,000	0	41,000	27,270.44	.00	13,729.56	66.5%	
TOTAL SALARIES	45,569	0	45,569	29,127.65	.00	16,441.35	63.9%	
52 CONTRACTUAL								
011622 521000 PRINTING	19,000	0	19,000	5,206.15	.00	13,793.85	27.4%	
011622 521500 POSTAGE	9,500	0	9,500	11,252.05	.00	-1,752.05	118.4%	
011622 525102 EQUIPMAINT	7,500	0	7,500	10,907.45	.00	-3,407.45	145.4%	
011622 529000 PROF SERV	8,000	0	8,000	4,205.47	.00	3,794.53	52.6%	
TOTAL CONTRACTUAL	44,000	0	44,000	31,571.12	.00	12,428.88	71.8%	
53 SUPPLIES & MATERIAL								
011622 530506 ELEC SUPP	2,500	0	2,500	486.10	.00	2,013.90	19.4%	
TOTAL SUPPLIES & MATERIAL	2,500	0	2,500	486.10	.00	2,013.90	19.4%	
54 OTHER CHARGES								
011622 540500 DUES/MEMB	175	0	175	.00	.00	175.00	.0%	
011622 540600 EDUC/SEMIN	900	0	900	500.00	.00	400.00	55.6%	
TOTAL OTHER CHARGES	1,075	0	1,075	500.00	.00	575.00	46.5%	
TOTAL ELECTION/REGISTRAR	93,144	0	93,144	61,684.87	.00	31,459.13	66.2%	

YEAR-TO-DATE BUDGET REPORT

FOR 2023 06								
ACCOUNTS FOR:	ORIGINAL	TRANFRS/	REVISED	YTD EXPENDED	ENCUMBRANCES	AVAILABLE	PCT	
0100 GENERAL FUND	APPROP	ADJSTMTS	BUDGET			BUDGET	USED	
165 LIQUOR COMMISSION								
52 CONTRACTUAL								
011652 529000 PROF SERV	1,000	0	1,000	.00	.00	1,000.00	.0%	
011652 529027 COMPLIANCE	1,000	0	1,000	.00	.00	1,000.00	.0%	
TOTAL CONTRACTUAL	2,000	0	2,000	.00	.00	2,000.00	.0%	
TOTAL LIQUOR COMMISSION	2,000	0	2,000	.00	.00	2,000.00	.0%	

CITY OF MELROSE v2021 LIVE

YEAR-TO-DATE BUDGET REPORT

FOR 2023 06								
ACCOUNTS FOR:	ORIGINAL	TRANFRS/	REVISED				AVAILABLE	PCT
0100 GENERAL FUND	APPROP	ADJSTMTS	BUDGET	YTD EXPENDED	ENCUMBRANCES		BUDGET	USED
171 CONSERVATION								
51 SALARIES								
011711 511000 SALARIES	15,200	0	15,200	7,618.93	.00		7,581.07	50.1%
TOTAL SALARIES	15,200	0	15,200	7,618.93	.00		7,581.07	50.1%
52 CONTRACTUAL								
011712 520500 ADVERTISE	150	0	150	.00	.00		150.00	.0%
011712 521000 PRINTING	250	0	250	.00	.00		250.00	.0%
011712 528810 CONSERV	9,925	0	9,925	.00	.00		9,925.00	.0%
TOTAL CONTRACTUAL	10,325	0	10,325	.00	.00		10,325.00	.0%
54 OTHER CHARGES								
011712 540500 DUES/MEMB	710	0	710	710.00	.00		.00	100.0%
011712 540600 EDUC/SEMIN	355	0	355	320.00	.00		35.00	90.1%
TOTAL OTHER CHARGES	1,065	0	1,065	1,030.00	.00		35.00	96.7%
TOTAL CONSERVATION	26,590	0	26,590	8,648.93	.00		17,941.07	32.5%

CITY OF MELROSE v2021 LIVE

YEAR-TO-DATE BUDGET REPORT

FOR 2023 06								
ACCOUNTS FOR:	ORIGINAL	TRANFRS/	REVISED	YTD EXPENDED	ENCUMBRANCES	AVAILABLE	PCT	
0100 GENERAL FUND	APPROP	ADJSTMTS	BUDGET			BUDGET	USED	
175 PLANNING BOARD								
51 SALARIES								
011751 511000 S & W	362,014	2,975	364,989	173,426.46	.00	191,562.54	47.5%	
TOTAL SALARIES	362,014	2,975	364,989	173,426.46	.00	191,562.54	47.5%	
52 CONTRACTUAL								
011752 520500 ADVERTISE	730	0	730	.00	.00	730.00	.0%	
011752 521000 PRINTING	1,030	0	1,030	57.35	.00	972.65	5.6%	
011752 529026 MESSINA AR	10,000	0	10,000	1,940.00	.00	8,060.00	19.4%	
TOTAL CONTRACTUAL	11,760	0	11,760	1,997.35	.00	9,762.65	17.0%	
54 OTHER CHARGES								
011752 540500 DUES/MEMB	300	0	300	.00	.00	300.00	.0%	
011752 540600 EDUC/SEMIN	50	0	50	.00	.00	50.00	.0%	
TOTAL OTHER CHARGES	350	0	350	.00	.00	350.00	.0%	
TOTAL PLANNING BOARD	374,124	2,975	377,099	175,423.81	.00	201,675.19	46.5%	

YEAR-TO-DATE BUDGET REPORT

FOR 2023 06									
ACCOUNTS FOR:		ORIGINAL	TRANFRS/	REVISED				AVAILABLE	PCT
0100	GENERAL FUND	APPROP	ADJSTMTS	BUDGET	YTD EXPENDED	ENCUMBRANCES		BUDGET	USED
196 ENERGY COMMISSION									
52 CONTRACTUAL									
011962 529000	PROF SERV	2,500	0	2,500	365.00	.00		2,135.00	14.6%
	TOTAL CONTRACTUAL	2,500	0	2,500	365.00	.00		2,135.00	14.6%
	TOTAL ENERGY COMMISSION	2,500	0	2,500	365.00	.00		2,135.00	14.6%

CITY OF MELROSE v2021 LIVE

YEAR-TO-DATE BUDGET REPORT

FOR 2023 06									
ACCOUNTS FOR:	ORIGINAL	TRANFRS/	REVISED				AVAILABLE	PCT	
0100 GENERAL FUND	APPROP	ADJSTMTS	BUDGET	YTD EXPENDED	ENCUMBRANCES	BUDGET	USED		
211 POLICE									
51 SALARIES									
012111 511000 S & W	4,657,560	0	4,657,560	2,407,180.34	.00	2,250,379.66	51.7%		
012111 513000 OVERTIME	482,000	0	482,000	515,324.43	.00	-33,324.43	106.9%		
012111 514000 COURT TIME	45,000	0	45,000	16,598.76	.00	28,401.24	36.9%		
TOTAL SALARIES	5,184,560	0	5,184,560	2,939,103.53	.00	2,245,456.47	56.7%		
52 CONTRACTUAL									
012112 521000 PRINTING	2,500	0	2,500	1,687.10	.00	812.90	67.5%		
012112 521500 POSTAGE	3,600	0	3,600	396.10	.00	3,203.90	11.0%		
012112 523500 LAUNDRY	800	0	800	240.00	.00	560.00	30.0%		
012112 525103 LEAPS	1,240	0	1,240	.00	.00	1,240.00	.0%		
012112 525108 GENERATOR	1,500	0	1,500	.00	.00	1,500.00	.0%		
012112 525202 COMP SUPP	47,897	0	47,897	31,120.22	.00	16,776.78	65.0%		
012112 525404 BESAFE	1,440	0	1,440	1,440.00	.00	.00	100.0%		
012112 527305 RADIO SYS	29,000	0	29,000	13,510.96	.00	15,489.04	46.6%		
012112 527601 COPY MAINT	4,500	0	4,500	300.30	.00	4,199.70	6.7%		
012112 529000 PROF SERV	2,500	0	2,500	1,846.39	.00	653.61	73.9%		
TOTAL CONTRACTUAL	94,977	0	94,977	50,541.07	.00	44,435.93	53.2%		
53 SUPPLIES & MATERIAL									
012112 530120 COMP MISC	300	0	300	6.79	.00	293.21	2.3%		
012112 530202 FILM SUP	590	0	590	969.00	.00	-379.00	164.2%		
012112 530501 MISC SUP	2,969	0	2,969	535.92	.00	2,433.08	18.1%		
012112 530505 RADAR	5,000	0	5,000	.00	.00	5,000.00	.0%		
012112 533400 ACCREDIT	13,600	0	13,600	3,227.00	.00	10,373.00	23.7%		
012112 534200 BOOKS	1,200	0	1,200	270.64	.00	929.36	22.6%		
012112 535400 FOOD	500	0	500	121.19	.00	378.81	24.2%		
012112 535500 UNIFORMS	73,500	0	73,500	73,336.61	.00	163.39	99.8%		
012112 535600 NARCAN	2,500	0	2,500	.00	.00	2,500.00	.0%		
012112 535700 AMMUNITION	10,500	0	10,500	8,623.24	.00	1,876.76	82.1%		

YEAR-TO-DATE BUDGET REPORT

FOR 2023 06									
ACCOUNTS FOR:	GENERAL FUND	ORIGINAL APPROP	TRANFRS/ADJSTMTS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED	
	TOTAL SUPPLIES & MATERIAL	110,659	0	110,659	87,090.39	.00	23,568.61	78.7%	
54 OTHER CHARGES									
012112 540500	DUES/MEMB	10,500	0	10,500	10,463.69	.00	36.31	99.7%	
012112 540702	TRAINING	75,000	0	75,000	43,073.66	.00	31,926.34	57.4%	
	TOTAL OTHER CHARGES	85,500	0	85,500	53,537.35	.00	31,962.65	62.6%	
	TOTAL POLICE	5,475,696	0	5,475,696	3,130,272.34	.00	2,345,423.66	57.2%	

CITY OF MELROSE v2021 LIVE

YEAR-TO-DATE BUDGET REPORT

FOR 2023 06								
ACCOUNTS FOR:	ORIGINAL	TRANFRS/	REVISED				AVAILABLE	PCT
0100 GENERAL FUND	APPROP	ADJSTMTS	BUDGET	YTD EXPENDED	ENCUMBRANCES		BUDGET	USED
221 FIRE								
51 SALARIES								
012211 511000 S & W	4,504,672	0	4,504,672	2,237,775.75	.00		2,266,896.25	49.7%
012211 513000 OVERTIME	515,000	0	515,000	411,641.95	.00		103,358.05	79.9%
012211 515000 MUTUAL AID	1,500	0	1,500	.00	.00		1,500.00	.0%
TOTAL SALARIES	5,021,172	0	5,021,172	2,649,417.70	.00		2,371,754.30	52.8%
52 CONTRACTUAL								
012212 521000 PRINTING	250	0	250	250.00	.00		.00	100.0%
012212 527311 LIFE/SAFET	10,900	0	10,900	4,270.52	.00		6,629.48	39.2%
012212 527500 VEHICLEREP	100,000	0	100,000	29,736.25	.00		70,263.75	29.7%
012212 527605 FIRE CONTR	5,000	0	5,000	5,000.00	.00		.00	100.0%
012212 527606 RADIO CONT	13,500	0	13,500	621.10	.00		12,878.90	4.6%
012212 529000 PROF SERV	36,140	0	36,140	16,978.60	3,300.00		15,861.40	56.1%
TOTAL CONTRACTUAL	165,790	0	165,790	56,856.47	3,300.00		105,633.53	36.3%
53 SUPPLIES & MATERIAL								
012212 530100 COMP PURCH	2,000	0	2,000	.00	.00		2,000.00	.0%
012212 530503 PREVENTSUP	2,500	0	2,500	.00	.00		2,500.00	.0%
012212 531000 GAS & OIL	500	0	500	.00	.00		500.00	.0%
012212 531200 TIRES	6,000	0	6,000	4,521.14	.00		1,478.86	75.4%
012212 531500 BATTERIES	1,500	0	1,500	302.40	.00		1,197.60	20.2%
012212 532000 CLEAN SUP	4,800	0	4,800	3,203.07	899.48		697.45	85.5%
012212 533000 PAINTS	500	0	500	.00	.00		500.00	.0%
012212 533200 ELECTR SUP	1,000	0	1,000	.00	.00		1,000.00	.0%
012212 533300 ALARM SYS	5,000	0	5,000	378.19	.00		4,621.81	7.6%
012212 533500 TOOLS	2,400	0	2,400	605.98	.00		1,794.02	25.2%
012212 534200 BOOKS	2,000	0	2,000	.00	.00		2,000.00	.0%
012212 535500 UNIFORMS	57,100	0	57,100	50,040.00	.00		7,060.00	87.6%
012212 535501 CLOTHING	500	0	500	.00	.00		500.00	.0%
012212 535502 PROTECT CL	2,400	0	2,400	.00	.00		2,400.00	.0%

CITY OF MELROSE v2021 LIVE

YEAR-TO-DATE BUDGET REPORT

FOR 2023 06								
ACCOUNTS FOR: 0100 GENERAL FUND	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED	
012212 535505 TURNOUT	75,000	0	75,000	.00	.00	75,000.00	.0%	
TOTAL SUPPLIES & MATERIAL	163,200	0	163,200	59,050.78	899.48	103,249.74	36.7%	
54 OTHER CHARGES								
012212 540500 DUES/MEMB	975	0	975	620.00	.00	355.00	63.6%	
012212 540600 EDUC/SEMIN	1,500	0	1,500	.00	.00	1,500.00	.0%	
TOTAL OTHER CHARGES	2,475	0	2,475	620.00	.00	1,855.00	25.1%	
56 MISCELLANEOUS								
012212 560200 ED REIMB	24,356	0	24,356	300.00	.00	24,056.00	1.2%	
012212 568000 FIRE HOSE	3,700	0	3,700	223.40	.00	3,476.60	6.0%	
TOTAL MISCELLANEOUS	28,056	0	28,056	523.40	.00	27,532.60	1.9%	
TOTAL FIRE	5,380,693	0	5,380,693	2,766,468.35	4,199.48	2,610,025.17	51.5%	

Attachment: DecemberYTDBudgetReport (INFO-2023-11 : Update on city finances)

CITY OF MELROSE v2021 LIVE

YEAR-TO-DATE BUDGET REPORT

FOR 2023 06								
ACCOUNTS FOR:	ORIGINAL	TRANFRS/	REVISED	YTD EXPENDED	ENCUMBRANCES	AVAILABLE	PCT	
0100 GENERAL FUND	APPROP	ADJSTMTS	BUDGET			BUDGET	USED	
241 INSPECTION SERVICES								
51 SALARIES								
012411 511000 S & W	328,407	0	328,407	143,828.30	.00	184,578.70	43.8%	
012411 513000 OVERTIME	2,000	0	2,000	1,593.66	.00	406.34	79.7%	
TOTAL SALARIES	330,407	0	330,407	145,421.96	.00	184,985.04	44.0%	
52 CONTRACTUAL								
012412 521000 PRINTING	400	0	400	.00	.00	400.00	.0%	
012412 529000 PROF SERV	10,000	0	10,000	2,945.00	.00	7,055.00	29.5%	
TOTAL CONTRACTUAL	10,400	0	10,400	2,945.00	.00	7,455.00	28.3%	
53 SUPPLIES & MATERIAL								
012412 530502 W & M SUP	1,500	0	1,500	2,357.92	.00	-857.92	157.2%	
012412 534200 BOOKS	1,080	0	1,080	.00	.00	1,080.00	.0%	
TOTAL SUPPLIES & MATERIAL	2,580	0	2,580	2,357.92	.00	222.08	91.4%	
54 OTHER CHARGES								
012412 540500 DUES/MEMB	500	0	500	195.00	.00	305.00	39.0%	
012412 540600 EDUC/SEMIN	1,000	0	1,000	100.00	.00	900.00	10.0%	
012412 540700 SEMINARS	300	0	300	.00	.00	300.00	.0%	
TOTAL OTHER CHARGES	1,800	0	1,800	295.00	.00	1,505.00	16.4%	
TOTAL INSPECTION SERVICES	345,187	0	345,187	151,019.88	.00	194,167.12	43.8%	

Attachment: December YTD Budget Report (INFO-2023-11 : Update on city finances)

CITY OF MELROSE v2021 LIVE

YEAR-TO-DATE BUDGET REPORT

FOR 2023 06								
ACCOUNTS FOR:	ORIGINAL	TRANFRS/	REVISED	YTD EXPENDED	ENCUMBRANCES	AVAILABLE	PCT	
0100 GENERAL FUND	APPROP	ADJSTMTS	BUDGET			BUDGET	USED	
291 EMERGENCY MANAGEMENT								
51 SALARIES								
012911 511000 S & W	28,080	0	28,080	14,580.00	.00	13,500.00	51.9%	
TOTAL SALARIES	28,080	0	28,080	14,580.00	.00	13,500.00	51.9%	
52 CONTRACTUAL								
012912 521000 PRINTING	100	0	100	.00	.00	100.00	.0%	
012912 521500 POSTAGE	25	0	25	.00	.00	25.00	.0%	
TOTAL CONTRACTUAL	125	0	125	.00	.00	125.00	.0%	
53 SUPPLIES & MATERIAL								
012912 530703 RADIO	2,000	0	2,000	.00	.00	2,000.00	.0%	
012912 535501 CLOTHING	250	0	250	.00	.00	250.00	.0%	
TOTAL SUPPLIES & MATERIAL	2,250	0	2,250	.00	.00	2,250.00	.0%	
54 OTHER CHARGES								
012912 540000 OTH CHGEXP	1,555	0	1,555	374.78	.00	1,180.22	24.1%	
012912 540500 DUES/MEMB	195	0	195	.00	.00	195.00	.0%	
012912 540702 TRAINING	250	0	250	.00	.00	250.00	.0%	
TOTAL OTHER CHARGES	2,000	0	2,000	374.78	.00	1,625.22	18.7%	
TOTAL EMERGENCY MANAGEMENT	32,455	0	32,455	14,954.78	.00	17,500.22	46.1%	

CITY OF MELROSE v2021 LIVE

YEAR-TO-DATE BUDGET REPORT

FOR 2023 06								
ACCOUNTS FOR:	ORIGINAL	TRANFRS/	REVISED	YTD EXPENDED	ENCUMBRANCES	AVAILABLE	PCT	
0100 GENERAL FUND	APPROP	ADJSTMTS	BUDGET			BUDGET	USED	
296 PARKING								
51 SALARIES								
012961 511000 S & W	13,370	1,379	14,749	7,275.78	.00	7,473.22	49.3%	
TOTAL SALARIES	13,370	1,379	14,749	7,275.78	.00	7,473.22	49.3%	
52 CONTRACTUAL								
012962 521000 PRINTING	3,500	0	3,500	1,053.00	.00	2,447.00	30.1%	
012962 527950 GROV/MYRTL	30,000	0	30,000	15,000.00	15,000.00	.00	100.0%	
012962 529000 PROF SERV	25,000	0	25,000	3,004.00	.00	21,996.00	12.0%	
TOTAL CONTRACTUAL	58,500	0	58,500	19,057.00	15,000.00	24,443.00	58.2%	
TOTAL PARKING	71,870	1,379	73,249	26,332.78	15,000.00	31,916.22	56.4%	

YEAR-TO-DATE BUDGET REPORT

FOR 2023 06									
ACCOUNTS FOR:	ORIGINAL	TRANFRS/	REVISED				AVAILABLE	PCT	
0100 GENERAL FUND	APPROP	ADJSTMTS	BUDGET	YTD	EXPENDED	ENCUMBRANCES	BUDGET	USED	
300 SCHOOL									
51 SALARIES									
013001 511000 S & W	35,511,659	0	35,511,659		.00	.00	35,511,659.00	.0%	
TOTAL SALARIES	35,511,659	0	35,511,659		.00	.00	35,511,659.00	.0%	
TOTAL SCHOOL	35,511,659	0	35,511,659		.00	.00	35,511,659.00	.0%	

YEAR-TO-DATE BUDGET REPORT

FOR 2023 06

ACCOUNTS FOR:	ORIGINAL	TRANFRS/	REVISED				AVAILABLE	PCT
0100 GENERAL FUND	APPROP	ADJSTMTS	BUDGET	YTD EXPENDED	ENCUMBRANCES		BUDGET	USED
399 REGIONAL SCHOOL ASSESSMENT								
54 OTHER CHARGES								
013012 547100 REGION SCH	1,050,138	0	1,050,138	525,069.00	525,069.00		.00	100.0%
013012 547300 ESSEX AGRI	143,985	0	143,985	89,648.00	.00		54,337.00	62.3%
TOTAL OTHER CHARGES	1,194,123	0	1,194,123	614,717.00	525,069.00		54,337.00	95.4%
TOTAL REGIONAL SCHOOL ASSESSMENT	1,194,123	0	1,194,123	614,717.00	525,069.00		54,337.00	95.4%

CITY OF MELROSE v2021 LIVE

YEAR-TO-DATE BUDGET REPORT

FOR 2023 06								
ACCOUNTS FOR:	ORIGINAL	TRANFRS/	REVISED	YTD EXPENDED	ENCUMBRANCES	AVAILABLE	PCT	
0100 GENERAL FUND	APPROP	ADJSTMTS	BUDGET			BUDGET	USED	
401 PW ADMINISTRATION/ ENGINEERING								
51 SALARIES								
014011 511000 S & W	743,684	8,313	751,997	400,419.73	.00	351,577.27	53.2%	
014011 512000 PT S&W	21,840	0	21,840	6,405.00	.00	15,435.00	29.3%	
014011 513000 OVERTIME	7,905	0	7,905	3,687.77	.00	4,217.23	46.7%	
TOTAL SALARIES	773,429	8,313	781,742	410,512.50	.00	371,229.50	52.5%	
52 CONTRACTUAL								
014012 520500 ADVERTIS	4,000	0	4,000	1,751.80	.00	2,248.20	43.8%	
014012 521000 PRINTING	4,500	0	4,500	.00	2,600.00	1,900.00	57.8%	
014012 521500 POSTAGE	4,250	0	4,250	115.42	800.00	3,334.58	21.5%	
014012 529000 PROF SERV	40,000	68,500	108,500	19,320.52	4,500.00	84,679.48	22.0%	
014012 529304 WELLNESS	1,500	0	1,500	.00	.00	1,500.00	.0%	
014012 529500 GIS SERVIC	6,000	0	6,000	.00	700.00	5,300.00	11.7%	
01401772 529025 SCH OUTRCH	3,500	0	3,500	50.00	.00	3,450.00	1.4%	
TOTAL CONTRACTUAL	63,750	68,500	132,250	21,237.74	8,600.00	102,412.26	22.6%	
53 SUPPLIES & MATERIAL								
014012 533502 PROF TOOLS	5,000	0	5,000	420.15	501.50	4,078.35	18.4%	
014012 533503 OPER TOOLS	10,000	0	10,000	848.37	2,422.45	6,729.18	32.7%	
014012 535501 CLOTHING	39,015	0	39,015	21,000.00	3,032.12	14,982.88	61.6%	
014012 535509 SAFE EQUIP	8,000	0	8,000	1,122.14	.00	6,877.86	14.0%	
TOTAL SUPPLIES & MATERIAL	62,015	0	62,015	23,390.66	5,956.07	32,668.27	47.3%	
54 OTHER CHARGES								
014012 540704 PROF DEVEL	15,000	0	15,000	1,969.25	2,437.05	10,593.70	29.4%	
TOTAL OTHER CHARGES	15,000	0	15,000	1,969.25	2,437.05	10,593.70	29.4%	
TOTAL PW ADMINISTRATION/ ENGINEERING	914,194	76,813	991,007	457,110.15	16,993.12	516,903.73	47.8%	

CITY OF MELROSE v2021 LIVE

YEAR-TO-DATE BUDGET REPORT

FOR 2023 06								
ACCOUNTS FOR:	ORIGINAL	TRANFRS/	REVISED				AVAILABLE	PCT
0100 GENERAL FUND	APPROP	ADJSTMTS	BUDGET	YTD EXPENDED	ENCUMBRANCES	BUDGET	USED	
402 PW FACILITY MAINTENANCE								
51 SALARIES								
014021 511000 S & W	188,238	3,247	191,485	99,840.85	.00	91,644.15	52.1%	
014021 512004 INTERNS	69,120	0	69,120	92,590.50	.00	-23,470.50	134.0%	
014021 513000 OVERTIME	16,275	0	16,275	32,712.78	.00	-16,437.78	201.0%	
01402531 512002 LIBR PART	25,000	0	25,000	9,990.00	.00	15,010.00	40.0%	
01402771 511041 SAL CUSTOD	686,248	13,307	699,555	333,605.37	.00	365,949.63	47.7%	
01402771 511042 SAL MAINT	353,914	7,652	361,566	158,415.23	.00	203,150.77	43.8%	
01402771 511170 SALARY ED	0	0	0	10,155.00	.00	-10,155.00	100.0%	
01402771 512003 SCH PART	25,000	0	25,000	.00	.00	25,000.00	.0%	
01402771 513000 OT SCH BLD	77,910	0	77,910	43,203.06	.00	34,706.94	55.5%	
01402771 513008 OT F GREEN	8,379	0	8,379	20,087.67	.00	-11,708.67	239.7%	
01402771 513160 RENTAL	0	0	0	9,649.34	.00	-9,649.34	100.0%	
01402771 513170 ED STATION	0	0	0	21,150.76	.00	-21,150.76	100.0%	
TOTAL SALARIES	1,450,084	24,206	1,474,290	831,400.56	.00	642,889.44	56.4%	
52 CONTRACTUAL								
014022 522525 ESCO PROJ	216,138	0	216,138	108,068.54	.00	108,069.46	50.0%	
014022 522526 ESCO QC	16,621	0	16,621	.00	14,500.00	2,121.00	87.2%	
014022 527700 MUNBLD REP	120,000	0	120,000	62,060.95	63,209.81	-5,270.76	104.4%	
014022 527759 MUN MAJ CL	30,000	0	30,000	24,347.10	6,652.90	-1,000.00	103.3%	
014022 529000 PROF SERV	20,000	0	20,000	.00	.00	20,000.00	.0%	
01402502 522506 CH ELECTR	45,000	0	45,000	20,485.48	.00	24,514.52	45.5%	
01402502 522611 CH HEAT	18,700	0	18,700	819.50	.00	17,880.50	4.4%	
01402512 522507 STR LIGHTS	140,000	0	140,000	58,383.33	1,462.03	80,154.64	42.7%	
01402522 522509 COA ELECT	6,800	0	6,800	5,536.62	.00	1,263.38	81.4%	
01402522 522613 COA HEAT	4,910	0	4,910	246.42	.00	4,663.58	5.0%	
01402532 522510 LIBRARY EL	23,923	0	23,923	7,421.85	1,291.75	15,209.40	36.4%	
01402532 522614 LIBR HEAT	10,350	0	10,350	774.93	258.96	9,316.11	10.0%	
01402542 522511 POLICE ELE	18,500	0	18,500	8,285.66	.00	10,214.34	44.8%	
01402542 522615 POL HEAT	7,500	0	7,500	701.90	.00	6,798.10	9.4%	
01402552 522512 FIRE ELEC	27,750	0	27,750	10,940.83	881.73	15,927.44	42.6%	
01402552 522616 FIRE HEAT	20,000	0	20,000	1,087.67	168.38	18,743.95	6.3%	
01402582 522515 PARK ELECT	26,500	0	26,500	8,835.03	.00	17,664.97	33.3%	
01402592 522516 CEM ELECT	5,750	0	5,750	1,335.88	791.70	3,622.42	37.0%	

CITY OF MELROSE v2021 LIVE

YEAR-TO-DATE BUDGET REPORT

FOR 2023 06									
ACCOUNTS 0100	FOR: GENERAL	FUND	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
01402592	522619	CEM HEAT	4,250	0	4,250	1,059.98	2,940.02	250.00	94.1%
01402602	522508	OPER ELECT	40,200	0	40,200	10,598.17	19,860.55	9,741.28	75.8%
01402602	522612	OPER HEAT	33,000	0	33,000	1,220.96	.00	31,779.04	3.7%
01402772	522524	SCH ELECT	700,000	0	700,000	269,085.25	44,369.27	386,545.48	44.8%
01402772	522627	SCH HEAT	260,000	0	260,000	18,279.65	7,593.36	234,126.99	10.0%
01402772	527550	SCH CLEAN	275,000	0	275,000	121,208.96	8,607.60	145,183.44	47.2%
01402772	527551	SCH GROUND	25,000	0	25,000	154.87	.00	24,845.13	.6%
01402772	527552	SCH EQUIP	47,500	0	47,500	41,677.04	35,559.74	-29,736.78	162.6%
01402772	527553	SCH SYSTEM	21,800	0	21,800	9,212.61	7,405.39	5,182.00	76.2%
01402772	527554	SCH DOOR	5,000	0	5,000	5,990.10	11,009.90	-12,000.00	340.0%
01402772	527555	SCHOOL SEC	10,000	0	10,000	.00	.00	10,000.00	.0%
TOTAL CONTRACTUAL			2,180,192	0	2,180,192	797,819.28	226,563.09	1,155,809.63	47.0%
53 SUPPLIES & MATERIAL									
014022	533100	CLEAN SUP	20,000	0	20,000	.00	.00	20,000.00	.0%
014022	533107	CLEAN EQUI	13,750	0	13,750	5,338.15	5,355.85	3,056.00	77.8%
01402772	531825	SCH CONTR	500,000	0	500,000	98,702.13	72,987.21	328,310.66	34.3%
01402772	533115	SC CUSTOD	146,000	0	146,000	86,387.79	89,363.49	-29,751.28	120.4%
01402772	533116	SCH MAINT	98,000	0	98,000	46,793.28	44,904.86	6,301.86	93.6%
TOTAL SUPPLIES & MATERIAL			777,750	0	777,750	237,221.35	212,611.41	327,917.24	57.8%
TOTAL PW FACILITY MAINTENANCE			4,408,026	24,206	4,432,232	1,866,441.19	439,174.50	2,126,616.31	52.0%

Attachment: December YTD Budget Report (INFO-2023-11 : Update on city finances)

CITY OF MELROSE v2021 LIVE

YEAR-TO-DATE BUDGET REPORT

FOR 2023 06								
ACCOUNTS FOR:	ORIGINAL	TRANFRS/	REVISED	YTD EXPENDED	ENCUMBRANCES	AVAILABLE	PCT	
0100 GENERAL FUND	APPROP	ADJSTMTS	BUDGET			BUDGET	USED	
422 PUBLIC WORKS HIGHWAY								
51 SALARIES								
014221 511000 S & W	269,586	7,856	277,442	138,632.90	.00	138,809.10	50.0%	
014221 512004 INTERNS	4,800	0	4,800	4,680.00	.00	120.00	97.5%	
014221 513000 OVERTIME	32,603	0	32,603	30,579.39	.00	2,023.61	93.8%	
TOTAL SALARIES	306,989	7,856	314,845	173,892.29	.00	140,952.71	55.2%	
52 CONTRACTUAL								
014222 520200 TRAF SIG	17,000	0	17,000	6,544.41	3,455.59	7,000.00	58.8%	
014222 520450 LIGHT MAIN	21,400	0	21,400	.00	.00	21,400.00	.0%	
014222 524000 HIRE EQUIP	32,500	0	32,500	10,800.00	500.00	21,200.00	34.8%	
014222 526900 TRAF MRKNG	60,000	0	60,000	20,937.22	21,366.78	17,696.00	70.5%	
014222 527100 CATCH BSN	24,000	0	24,000	.00	.00	24,000.00	.0%	
014222 527101 NPDES DRAI	70,000	0	70,000	13,300.88	15,871.42	40,827.70	41.7%	
014222 527102 DRAINMAINT	15,250	0	15,250	512.00	.00	14,738.00	3.4%	
014222 527105 MS4	44,725	0	44,725	.00	.00	44,725.00	.0%	
014222 527307 SIDEWK REP	35,100	0	35,100	2,396.00	14,641.11	18,062.89	48.5%	
014222 529012 ST SWEEP	50,000	0	50,000	1,500.00	48,500.00	.00	100.0%	
TOTAL CONTRACTUAL	369,975	0	369,975	55,990.51	104,334.90	209,649.59	43.3%	
53 SUPPLIES & MATERIAL								
014222 533000 PAINTS	8,266	0	8,266	89.98	410.02	7,766.00	6.0%	
014222 533504 BARRICADE	2,100	0	2,100	.00	.00	2,100.00	.0%	
014222 535800 BUT PATCH	44,000	0	44,000	15,089.80	25,910.20	3,000.00	93.2%	
014222 536000 CEM&CONCR	4,536	0	4,536	.00	.00	4,536.00	.0%	
014222 536210 ROAD STRUC	7,560	0	7,560	.00	.00	7,560.00	.0%	
014222 537200 LUMBER	2,400	0	2,400	375.72	1,124.28	900.00	62.5%	
014222 538000 SIGN MAT	15,000	0	15,000	1,953.71	8,061.95	4,984.34	66.8%	
TOTAL SUPPLIES & MATERIAL	83,862	0	83,862	17,509.21	35,506.45	30,846.34	63.2%	
TOTAL PUBLIC WORKS HIGHWAY	760,826	7,856	768,682	247,392.01	139,841.35	381,448.64	50.4%	

CITY OF MELROSE v2021 LIVE

YEAR-TO-DATE BUDGET REPORT

FOR 2023 06								
ACCOUNTS FOR:	ORIGINAL	TRANFRS/	REVISED	YTD EXPENDED	ENCUMBRANCES	AVAILABLE	PCT	
0100 GENERAL FUND	APPROP	ADJSTMTS	BUDGET			BUDGET	USED	
423 PUBLIC WORKS SNOW REMOVAL								
51 SALARIES								
014231 513000 OVERTIME	125,000	0	125,000	12,895.02	.00	112,104.98	10.3%	
TOTAL SALARIES	125,000	0	125,000	12,895.02	.00	112,104.98	10.3%	
52 CONTRACTUAL								
014232 524000 HIRE EQUIP	273,700	0	273,700	896.03	347,000.00	-74,196.03	127.1%	
014232 529015 YOUTH SNOW	1,000	0	1,000	.00	.00	1,000.00	.0%	
014232 529220 WEATHER	2,300	0	2,300	1,308.00	.00	992.00	56.9%	
TOTAL CONTRACTUAL	277,000	0	277,000	2,204.03	347,000.00	-72,204.03	126.1%	
53 SUPPLIES & MATERIAL								
014232 531000 GAS&OIL	15,000	0	15,000	.00	15,000.00	.00	100.0%	
014232 531201 TIRE CHAIN	2,000	0	2,000	297.26	14,702.74	-13,000.00	750.0%	
014232 531203 PLOW PARTS	30,000	0	30,000	2,065.78	21,234.22	6,700.00	77.7%	
014232 531800 PARTS&REP	35,000	0	35,000	9,868.99	87,224.52	-62,093.51	277.4%	
014232 533500 TOOLS	2,000	0	2,000	1,852.97	8,222.03	-8,075.00	503.8%	
014232 534900 SALT	222,000	0	222,000	.00	150,526.00	71,474.00	67.8%	
014232 535000 SAND&GRAVE	15,000	0	15,000	.00	.00	15,000.00	.0%	
014232 535401 SNOW MEALS	2,000	0	2,000	.00	.00	2,000.00	.0%	
TOTAL SUPPLIES & MATERIAL	323,000	0	323,000	14,085.00	296,909.51	12,005.49	96.3%	
TOTAL PUBLIC WORKS SNOW REMOVAL	725,000	0	725,000	29,184.05	643,909.51	51,906.44	92.8%	

Attachment: December YTD Budget Report (INFO-2023-11 : Update on city finances)

CITY OF MELROSE v2021 LIVE

YEAR-TO-DATE BUDGET REPORT

FOR 2023 06								
ACCOUNTS FOR:	ORIGINAL	TRANFRS/	REVISED				AVAILABLE	PCT
0100 GENERAL FUND	APPROP	ADJSTMTS	BUDGET	YTD EXPENDED	ENCUMBRANCES		BUDGET	USED
433 PUBLIC WORKS SANITATION								
51 SALARIES								
014331 511000 S & W	128,060	2,241	130,301	66,266.22	.00		64,034.78	50.9%
014331 512000 PT S&W	7,500	0	7,500	4,467.00	.00		3,033.00	59.6%
014331 513000 OVERTIME	58,000	0	58,000	39,450.90	.00		18,549.10	68.0%
TOTAL SALARIES	193,560	2,241	195,801	110,184.12	.00		85,616.88	56.3%
52 CONTRACTUAL								
014332 522700 TRASH DISP	578,000	0	578,000	282,248.54	266,575.14		29,176.32	95.0%
014332 522702 HAZARD COL	7,000	0	7,000	199.00	1,801.00		5,000.00	28.6%
014332 522710 TRASH/RECY	825,000	0	825,000	403,915.85	284,332.52		136,751.63	83.4%
014332 522712 RECYCLING	159,000	0	159,000	.00	.00		159,000.00	.0%
014332 524000 HIRE EQUIP	50,000	0	50,000	163.29	20,336.71		29,500.00	41.0%
TOTAL CONTRACTUAL	1,619,000	0	1,619,000	686,526.68	573,045.37		359,427.95	77.8%
TOTAL PUBLIC WORKS SANITATION	1,812,560	2,241	1,814,801	796,710.80	573,045.37		445,044.83	75.5%

Attachment: DecemberYTDBudgetReport (INFO-2023-11 : Update on city finances)

CITY OF MELROSE v2021 LIVE

YEAR-TO-DATE BUDGET REPORT

FOR 2023 06								
ACCOUNTS FOR:	ORIGINAL	TRANFRS/	REVISED				AVAILABLE	PCT
0100 GENERAL FUND	APPROP	ADJSTMTS	BUDGET	YTD EXPENDED	ENCUMBRANCES		BUDGET	USED
475 PW PARK & FORESTRY								
51 SALARIES								
014751 511000 S & W	574,794	11,330	586,124	252,591.43	.00		333,532.57	43.1%
014751 512000 PT S&W	24,000	0	24,000	14,280.00	.00		9,720.00	59.5%
014751 513000 OVERTIME	42,500	0	42,500	36,856.41	.00		5,643.59	86.7%
TOTAL SALARIES	641,294	11,330	652,624	303,727.84	.00		348,896.16	46.5%
52 CONTRACTUAL								
014752 524006 FRST HIRED	21,500	0	21,500	18,808.00	2,260.00		432.00	98.0%
014752 524007 PARK HIRED	30,000	0	30,000	19,712.60	4,426.00		5,861.40	80.5%
014752 527400 IRRIG REP	12,000	0	12,000	10,265.00	5,435.00		-3,700.00	130.8%
014752 527806 PLYGRND RE	6,500	0	6,500	.00	.00		6,500.00	.0%
014752 528805 MOW&MAINT	68,000	0	68,000	19,566.00	8,456.18		39,977.82	41.2%
TOTAL CONTRACTUAL	138,000	0	138,000	68,351.60	20,577.18		49,071.22	64.4%
53 SUPPLIES & MATERIAL								
014752 531826 EQUIP PART	6,500	0	6,500	1,478.64	521.46		4,499.90	30.8%
014752 533050 FLD MRKNG	7,500	0	7,500	1,798.59	1,401.41		4,300.00	42.7%
014752 533505 LAND EQUIP	6,500	0	6,500	625.64	.00		5,874.36	9.6%
014752 535200 LANDSC SUP	54,000	0	54,000	25,434.91	6,533.40		22,031.69	59.2%
014752 537300 FENCE MAT	4,200	0	4,200	144.00	.00		4,056.00	3.4%
014752 537610 BEN&BARR	4,200	0	4,200	.00	235.95		3,964.05	5.6%
014752 537640 ADOPTASITE	5,000	0	5,000	520.00	.00		4,480.00	10.4%
TOTAL SUPPLIES & MATERIAL	87,900	0	87,900	30,001.78	8,692.22		49,206.00	44.0%
TOTAL PW PARK & FORESTRY	867,194	11,330	878,524	402,081.22	29,269.40		447,173.38	49.1%

YEAR-TO-DATE BUDGET REPORT

FOR 2023 06								
ACCOUNTS FOR:	ORIGINAL	TRANFRS/	REVISED				AVAILABLE	PCT
0100 GENERAL FUND	APPROP	ADJSTMTS	BUDGET	YTD EXPENDED	ENCUMBRANCES		BUDGET	USED
485 PW AUTOMOTIVE								
51 SALARIES								
014851 511000 S & W	191,189	0	191,189	64,175.35	.00		127,013.65	33.6%
014851 513000 OVERTIME	6,484	0	6,484	9,953.75	.00		-3,469.75	153.5%
TOTAL SALARIES	197,673	0	197,673	74,129.10	.00		123,543.90	37.5%
53 SUPPLIES & MATERIAL								
014852 531000 GAS & OIL	140,000	0	140,000	82,034.11	5,357.27		52,608.62	62.4%
014852 531200 TIRES	21,775	0	21,775	8,354.40	2,645.80		10,774.80	50.5%
014852 531204 POL TIRES	3,308	0	3,308	.00	.00		3,308.00	.0%
014852 531205 WELD SUPP	2,040	0	2,040	1,685.78	250.00		104.22	94.9%
014852 531500 BATTERIES	4,245	0	4,245	.00	.00		4,245.00	.0%
014852 531800 PARTS&REP	98,313	0	98,313	57,316.70	33,312.45		7,683.85	92.2%
014852 532000 CLEAN&DISF	3,360	0	3,360	.00	1,089.81		2,270.19	32.4%
014852 533500 TOOLS	4,500	0	4,500	.00	.00		4,500.00	.0%
01485542 531804 POL MV RP	25,650	0	25,650	3,858.64	9,861.36		11,930.00	53.5%
01485772 531814 ALL SCH MV	8,400	0	8,400	-54.00	220.00		8,234.00	2.0%
TOTAL SUPPLIES & MATERIAL	311,591	0	311,591	153,195.63	52,736.69		105,658.68	66.1%
TOTAL PW AUTOMOTIVE	509,264	0	509,264	227,324.73	52,736.69		229,202.58	55.0%

CITY OF MELROSE v2021 LIVE

YEAR-TO-DATE BUDGET REPORT

FOR 2023 06								
ACCOUNTS FOR:	ORIGINAL	TRANFRS/	REVISED	YTD EXPENDED	ENCUMBRANCES	AVAILABLE	PCT	
0100 GENERAL FUND	APPROP	ADJSTMTS	BUDGET			BUDGET	USED	
491 CEMETERY								
51 SALARIES								
014911 511000 S & W	189,491	4,889	194,380	99,750.65	.00	94,629.35	51.3%	
014911 512000 PT S&W	24,650	0	24,650	12,480.00	.00	12,170.00	50.6%	
014911 513000 OVERTIME	16,210	0	16,210	9,833.62	.00	6,376.38	60.7%	
TOTAL SALARIES	230,351	4,889	235,240	122,064.27	.00	113,175.73	51.9%	
52 CONTRACTUAL								
014912 524000 HIRE EQUIP	4,800	0	4,800	306.30	.00	4,493.70	6.4%	
TOTAL CONTRACTUAL	4,800	0	4,800	306.30	.00	4,493.70	6.4%	
53 SUPPLIES & MATERIAL								
014912 530704 CEM MARK	2,500	0	2,500	144.50	1,933.50	422.00	83.1%	
014912 531205 WELD SUPP	850	0	850	.00	.00	850.00	.0%	
014912 532000 CLEAN&DISF	900	0	900	.00	.00	900.00	.0%	
014912 535200 LANDSC SUP	15,000	0	15,000	4,553.46	5,369.33	5,077.21	66.2%	
014912 536000 CEM&CONCR	4,500	0	4,500	.00	.00	4,500.00	.0%	
014912 536100 PIPES&FITT	1,500	0	1,500	.00	.00	1,500.00	.0%	
014912 537300 FENCE MAT	200	0	200	.00	.00	200.00	.0%	
TOTAL SUPPLIES & MATERIAL	25,450	0	25,450	4,697.96	7,302.83	13,449.21	47.2%	
54 OTHER CHARGES								
014912 544310 PROP INS	3,300	0	3,300	.00	.00	3,300.00	.0%	
TOTAL OTHER CHARGES	3,300	0	3,300	.00	.00	3,300.00	.0%	
TOTAL CEMETERY	263,901	4,889	268,790	127,068.53	7,302.83	134,418.64	50.0%	

CITY OF MELROSE v2021 LIVE

YEAR-TO-DATE BUDGET REPORT

FOR 2023 06								
ACCOUNTS FOR:	ORIGINAL	TRANFRS/	REVISED	YTD EXPENDED	ENCUMBRANCES	AVAILABLE	PCT	
0100 GENERAL FUND	APPROP	ADJSTMTS	BUDGET			BUDGET	USED	
511 HEALTH								
51 SALARIES								
015111 511000 S & W	473,959	16,994	490,953	272,987.03	.00	217,965.97	55.6%	
01511771 511000 S&W SCHOOL	658,109	22,720	680,829	242,576.98	.00	438,252.02	35.6%	
TOTAL SALARIES	1,132,068	39,714	1,171,782	515,564.01	.00	656,217.99	44.0%	
52 CONTRACTUAL								
015112 520500 ADVERTISE	800	0	800	132.10	.00	667.90	16.5%	
015112 521000 PRINTING	500	0	500	.00	.00	500.00	.0%	
015112 522711 SHARPS	1,800	0	1,800	770.00	.00	1,030.00	42.8%	
015112 523000 MILEAGE	1,000	0	1,000	182.64	.00	817.36	18.3%	
015112 524500 PEST CONTR	24,000	0	24,000	10,832.99	.00	13,167.01	45.1%	
015112 529000 PROF SERV	1,400	0	1,400	2,435.00	.00	-1,035.00	173.9%	
015112 529031 ANIM SHEL	3,000	0	3,000	695.61	.00	2,304.39	23.2%	
015112 529032 INTERFACE	16,000	0	16,000	20,000.00	.00	-4,000.00	125.0%	
01511772 529000 PROF SERV	9,000	0	9,000	5,925.00	.00	3,075.00	65.8%	
TOTAL CONTRACTUAL	57,500	0	57,500	40,973.34	.00	16,526.66	71.3%	
53 SUPPLIES & MATERIAL								
015112 530501 MISC SUP	600	0	600	130.98	.00	469.02	21.8%	
015112 533500 TOOLS	600	0	600	339.90	.00	260.10	56.7%	
015112 535501 CLOTHING	250	0	250	.00	.00	250.00	.0%	
01511772 532100 MEDICALSUP	8,900	0	8,900	.00	.00	8,900.00	.0%	
TOTAL SUPPLIES & MATERIAL	10,350	0	10,350	470.88	.00	9,879.12	4.5%	
54 OTHER CHARGES								
015112 540500 DUES/MEMB	600	0	600	60.00	.00	540.00	10.0%	

Attachment: DecemberYTDBudgetReport (INFO-2023-11 : Update on city finances)

YEAR-TO-DATE BUDGET REPORT

FOR 2023 06									
ACCOUNTS FOR:	GENERAL	FUND	ORIGINAL APPROP	TRANFRS/ADJSTMTS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
015112 540700	SEMINARS		1,500	0	1,500	2,278.30	.00	-778.30	151.9%
015112 547000	RIVERSIDE		6,200	0	6,200	.00	.00	6,200.00	.0%
015112 547001	COMMUNITAS		8,460	0	8,460	.00	.00	8,460.00	.0%
TOTAL OTHER CHARGES			16,760	0	16,760	2,338.30	.00	14,421.70	14.0%
TOTAL HEALTH			1,216,678	39,714	1,256,392	559,346.53	.00	697,045.47	44.5%

CITY OF MELROSE v2021 LIVE

YEAR-TO-DATE BUDGET REPORT

FOR 2023 06									
ACCOUNTS FOR:			ORIGINAL	TRANFRS/	REVISED			AVAILABLE	PCT
0100	GENERAL	FUND	APPROP	ADJSTMTS	BUDGET	YTD EXPENDED	ENCUMBRANCES	BUDGET	USED
540 BEEBE ESTATE									
52 CONTRACTUAL									
015402	522505	BEEBE ELEC	1,800	0	1,800	771.17	.00	1,028.83	42.8%
015402	522605	BEEBE GAS	3,900	0	3,900	1,088.56	.00	2,811.44	27.9%
015402	527700	BLDGREPAIR	2,000	0	2,000	.00	.00	2,000.00	.0%
TOTAL CONTRACTUAL			7,700	0	7,700	1,859.73	.00	5,840.27	24.2%
53 SUPPLIES & MATERIAL									
015402	530501	MISC SUP	200	0	200	.00	.00	200.00	.0%
TOTAL SUPPLIES & MATERIAL			200	0	200	.00	.00	200.00	.0%
TOTAL BEEBE ESTATE			7,900	0	7,900	1,859.73	.00	6,040.27	23.5%

CITY OF MELROSE v2021 LIVE

YEAR-TO-DATE BUDGET REPORT

FOR 2023 06								
ACCOUNTS FOR:	ORIGINAL	TRANFRS/	REVISED	YTD EXPENDED	ENCUMBRANCES	AVAILABLE	PCT	
0100 GENERAL FUND	APPROP	ADJSTMTS	BUDGET			BUDGET	USED	
541 COUNCIL ON AGING								
51 SALARIES								
015411 511000 S & W	252,442	1,950	254,392	117,745.89	.00	136,646.11	46.3%	
TOTAL SALARIES	252,442	1,950	254,392	117,745.89	.00	136,646.11	46.3%	
52 CONTRACTUAL								
015412 521000 PRINTING	600	0	600	.00	.00	600.00	.0%	
015412 523000 MILEAGE	100	0	100	.00	.00	100.00	.0%	
015412 527304 FIRE ALARM	300	0	300	.00	.00	300.00	.0%	
TOTAL CONTRACTUAL	1,000	0	1,000	.00	.00	1,000.00	.0%	
53 SUPPLIES & MATERIAL								
015412 530501 MISC SUP	1,300	0	1,300	499.50	.00	800.50	38.4%	
015412 535500 UNIFORMS	500	0	500	.00	.00	500.00	.0%	
TOTAL SUPPLIES & MATERIAL	1,800	0	1,800	499.50	.00	1,300.50	27.8%	
54 OTHER CHARGES								
015412 540500 DUES/MEMB	2,885	0	2,885	1,989.96	.00	895.04	69.0%	
TOTAL OTHER CHARGES	2,885	0	2,885	1,989.96	.00	895.04	69.0%	
TOTAL COUNCIL ON AGING	258,127	1,950	260,077	120,235.35	.00	139,841.65	46.2%	

YEAR-TO-DATE BUDGET REPORT

FOR 2023 06									
ACCOUNTS FOR:		ORIGINAL	TRANFRS/	REVISED				AVAILABLE	PCT
0100	GENERAL FUND	APPROP	ADJSTMTS	BUDGET	YTD EXPENDED	ENCUMBRANCES		BUDGET	USED
542 WOMEN'S COMMISSION									
54 OTHER CHARGES									
015422	540000 OTH CHGEXP	2,000	0	2,000	300.00	.00		1,700.00	15.0%
	TOTAL OTHER CHARGES	2,000	0	2,000	300.00	.00		1,700.00	15.0%
	TOTAL WOMEN'S COMMISSION	2,000	0	2,000	300.00	.00		1,700.00	15.0%

CITY OF MELROSE v2021 LIVE

YEAR-TO-DATE BUDGET REPORT

FOR 2023 06								
ACCOUNTS FOR:	ORIGINAL	TRANFRS/	REVISED	YTD EXPENDED	ENCUMBRANCES	AVAILABLE	PCT	
0100 GENERAL FUND	APPROP	ADJSTMTS	BUDGET			BUDGET	USED	
543 VETERANS								
51 SALARIES								
015431 511000 S & W	152,962	0	152,962	76,547.24	.00	76,414.76	50.0%	
TOTAL SALARIES	152,962	0	152,962	76,547.24	.00	76,414.76	50.0%	
52 CONTRACTUAL								
015432 523000 MILEAGE	500	0	500	.00	.00	500.00	.0%	
015432 525303 LICENSES	700	0	700	.00	.00	700.00	.0%	
015432 527803 WAR MEM	4,000	0	4,000	1,665.62	.00	2,334.38	41.6%	
TOTAL CONTRACTUAL	5,200	0	5,200	1,665.62	.00	3,534.38	32.0%	
54 OTHER CHARGES								
015432 540500 DUES	160	0	160	.00	.00	160.00	.0%	
015432 540600 EDUC/SEMIN	2,000	0	2,000	.00	.00	2,000.00	.0%	
015432 542501 RENT VETS	1,550	0	1,550	.00	.00	1,550.00	.0%	
015432 544000 VET BENE	275,000	0	275,000	79,516.43	.00	195,483.57	28.9%	
015432 544020 OUTREACH	2,000	0	2,000	.00	.00	2,000.00	.0%	
TOTAL OTHER CHARGES	280,710	0	280,710	79,516.43	.00	201,193.57	28.3%	
TOTAL VETERANS	438,872	0	438,872	157,729.29	.00	281,142.71	35.9%	

YEAR-TO-DATE BUDGET REPORT

FOR 2023 06									
ACCOUNTS FOR:	ORIGINAL	TRANFRS/	REVISED	YTD EXPENDED		ENCUMBRANCES	AVAILABLE	PCT	
0100 GENERAL FUND	APPROP	ADJSTMTS	BUDGET				BUDGET	USED	
544 HUMAN RIGHTS									
52 CONTRACTUAL									
015442 521000 PRINTING	525	0	525		.00	.00	525.00	.0%	
015442 529000 PROF SERV	2,475	0	2,475		926.34	.00	1,548.66	37.4%	
TOTAL CONTRACTUAL	3,000	0	3,000		926.34	.00	2,073.66	30.9%	
TOTAL HUMAN RIGHTS	3,000	0	3,000		926.34	.00	2,073.66	30.9%	

YEAR-TO-DATE BUDGET REPORT

FOR 2023 06								
ACCOUNTS FOR:	ORIGINAL	TRANFRS/	REVISED	YTD EXPENDED	ENCUMBRANCES	AVAILABLE	PCT	
0100 GENERAL FUND	APPROP	ADJSTMTS	BUDGET			BUDGET	USED	
545 DISABILITY COMMISSION								
54 OTHER CHARGES								
015452 540000 OTH CHGEXP	2,500	0	2,500	.00	.00	2,500.00	.0%	
TOTAL OTHER CHARGES	2,500	0	2,500	.00	.00	2,500.00	.0%	
TOTAL DISABILITY COMMISSION	2,500	0	2,500	.00	.00	2,500.00	.0%	

CITY OF MELROSE v2021 LIVE

YEAR-TO-DATE BUDGET REPORT

FOR 2023 06								
ACCOUNTS FOR:	ORIGINAL	TRANFRS/	REVISED	YTD EXPENDED	ENCUMBRANCES	AVAILABLE	PCT	
0100 GENERAL FUND	APPROP	ADJSTMTS	BUDGET			BUDGET	USED	
611 LIBRARY								
51 SALARIES								
016111 511000 S & W	988,138	0	988,138	495,141.56	.00	492,996.44	50.1%	
016111 513000 OVERTIME	15,454	0	15,454	4,817.58	.00	10,636.42	31.2%	
TOTAL SALARIES	1,003,592	0	1,003,592	499,959.14	.00	503,632.86	49.8%	
52 CONTRACTUAL								
016112 521000 PRINTING	1,000	0	1,000	516.00	.00	484.00	51.6%	
016112 521500 POSTAGE	1,400	0	1,400	160.25	.00	1,239.75	11.4%	
016112 522000 TELEPHONE	2,500	0	2,500	279.52	.00	2,220.48	11.2%	
016112 523000 MILEAGE	250	0	250	87.00	.00	163.00	34.8%	
016112 525104 NOBLE	52,087	0	52,087	26,043.48	.00	26,043.52	50.0%	
016112 527702 CONTRACT	15,235	0	15,235	8,711.02	.00	6,523.98	57.2%	
TOTAL CONTRACTUAL	72,472	0	72,472	35,797.27	.00	36,674.73	49.4%	
53 SUPPLIES & MATERIAL								
016112 530100 COMP PURCH	1,500	0	1,500	2,422.74	.00	-922.74	161.5%	
016112 530500 OFFICE SUP	8,000	0	8,000	2,965.08	.00	5,034.92	37.1%	
016112 534100 AUDIO MAT	4,000	0	4,000	1,491.85	.00	2,508.15	37.3%	
016112 534150 VIDEO FORM	4,000	0	4,000	1,024.04	.00	2,975.96	25.6%	
016112 534200 BOOKS	42,000	0	42,000	38,323.77	.00	3,676.23	91.2%	
016112 534210 ELECTRONIC	6,530	0	6,530	503.11	.00	6,026.89	7.7%	
016112 534220 NETWRK ECO	18,407	0	18,407	18,407.00	.00	.00	100.0%	
016112 534230 DOWNLOAD	10,069	0	10,069	10,656.28	.00	-587.28	105.8%	
016112 534240 ELECTR DAT	16,026	0	16,026	14,221.56	.00	1,804.44	88.7%	
016112 534300 LIB PASSES	2,000	0	2,000	2,140.00	.00	-140.00	107.0%	
016112 534800 RECRE SUP	1,000	0	1,000	202.64	.00	797.36	20.3%	
TOTAL SUPPLIES & MATERIAL	113,532	0	113,532	92,358.07	.00	21,173.93	81.3%	
54 OTHER CHARGES								
016112 540500 DUES/MEMB	300	0	300	236.00	.00	64.00	78.7%	

YEAR-TO-DATE BUDGET REPORT

FOR 2023 06								
ACCOUNTS FOR:	ORIGINAL	TRANFRS/	REVISED				AVAILABLE	PCT
0100 GENERAL FUND	APPROP	ADJSTMTS	BUDGET	YTD	EXPENDED	ENCUMBRANCES	BUDGET	USED
016112 540600 EDUC/SEMIN	500	0	500		.00	.00	500.00	.0%
016112 542700 RECPROGRAM	2,600	0	2,600		750.00	.00	1,850.00	28.8%
TOTAL OTHER CHARGES	3,400	0	3,400		986.00	.00	2,414.00	29.0%
TOTAL LIBRARY	1,192,996	0	1,192,996		629,100.48	.00	563,895.52	52.7%

Attachment: December YTD Budget Report (INFO-2023-11 : Update on city finances)

CITY OF MELROSE v2021 LIVE

YEAR-TO-DATE BUDGET REPORT

FOR 2023 06								
ACCOUNTS FOR:	ORIGINAL	TRANFRS/	REVISED	YTD EXPENDED	ENCUMBRANCES	AVAILABLE	PCT	
0100 GENERAL FUND	APPROP	ADJSTMTS	BUDGET			BUDGET	USED	
631 RECREATION								
51 SALARIES								
016311 511000 S & W	64,130	0	64,130	64,130.00	.00	.00	100.0%	
TOTAL SALARIES	64,130	0	64,130	64,130.00	.00	.00	100.0%	
54 OTHER CHARGES								
016312 542702 INCLUSIVE	3,600	0	3,600	202.33	.00	3,397.67	5.6%	
016312 542704 REC SCHOLR	4,000	0	4,000	2,835.00	.00	1,165.00	70.9%	
016312 548950 COMM OUTRE	2,500	0	2,500	2,183.11	.00	316.89	87.3%	
TOTAL OTHER CHARGES	10,100	0	10,100	5,220.44	.00	4,879.56	51.7%	
55 CAPITAL OUTLAY								
016312 551067 TEENPROGRA	9,800	0	9,800	6,273.50	.00	3,526.50	64.0%	
TOTAL CAPITAL OUTLAY	9,800	0	9,800	6,273.50	.00	3,526.50	64.0%	
TOTAL RECREATION	84,030	0	84,030	75,623.94	.00	8,406.06	90.0%	

Attachment: DecemberYTDBudgetReport (INFO-2023-11 : Update on city finances)

CITY OF MELROSE v2021 LIVE

YEAR-TO-DATE BUDGET REPORT

FOR 2023 06								
ACCOUNTS FOR:	ORIGINAL	TRANFRS/	REVISED	YTD EXPENDED	ENCUMBRANCES	AVAILABLE	PCT	
0100 GENERAL FUND	APPROP	ADJSTMTS	BUDGET			BUDGET	USED	
652 PINE BANKS								
51 SALARIES								
016521 511000 S & W	213,514	0	213,514	104,057.95	.00	109,456.05	48.7%	
016521 513000 OVERTIME	6,100	0	6,100	2,888.92	.00	3,211.08	47.4%	
TOTAL SALARIES	219,614	0	219,614	106,946.87	.00	112,667.13	48.7%	
52 CONTRACTUAL								
016522 522000 TELEPHONE	2,500	0	2,500	2,200.02	299.98	.00	100.0%	
016522 522500 ELECTRIC	13,000	0	13,000	6,880.00	6,120.00	.00	100.0%	
016522 527500 MV REPAIRS	2,500	0	2,500	1,249.98	1,250.02	.00	100.0%	
016522 527700 BLDGREPAIR	10,000	0	10,000	3,906.25	6,093.75	.00	100.0%	
016522 528600 AUDIT SERV	8,000	0	8,000	5,259.35	2,740.65	.00	100.0%	
016522 528804 ATH FIELD	3,300	0	3,300	1,650.00	1,650.00	.00	100.0%	
016522 529000 PROF SERV	5,000	0	5,000	2,499.98	2,500.02	.00	100.0%	
TOTAL CONTRACTUAL	44,300	0	44,300	23,645.58	20,654.42	.00	100.0%	
53 SUPPLIES & MATERIAL								
016522 530500 OFFICE SUP	500	0	500	250.02	249.98	.00	100.0%	
016522 530800 HEAT FUEL	4,500	0	4,500	3,437.50	1,062.50	.00	100.0%	
016522 531000 GAS & OIL	3,500	0	3,500	1,750.02	1,749.98	.00	100.0%	
016522 532000 CLEAN SUP	500	0	500	250.02	249.98	.00	100.0%	
016522 533000 PAINTS	500	0	500	250.02	249.98	.00	100.0%	
016522 533500 TOOLS	500	0	500	250.02	249.98	.00	100.0%	
016522 535100 PARK SUP	30,000	0	30,000	19,531.25	10,468.75	.00	100.0%	
016522 537200 LUMBER	500	0	500	250.02	249.98	.00	100.0%	
TOTAL SUPPLIES & MATERIAL	40,500	0	40,500	25,968.87	14,531.13	.00	100.0%	
54 OTHER CHARGES								
016522 543201 WCINS PINE	5,225	0	5,225	4,300.00	925.00	.00	100.0%	

YEAR-TO-DATE BUDGET REPORT

FOR 2023 06									
ACCOUNTS FOR:	GENERAL FUND	ORIGINAL APPROP	TRANFRS/ADJSTMTS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED	
0100									
016522	544320 FIRE INS	2,000	0	2,000	3,500.00	.00	-1,500.00	175.0%	
016522	544325 PB LIAB IN	1,250	0	1,250	1,250.00	.00	.00	100.0%	
016522	544330 AUTO INS	1,750	0	1,750	.00	1,750.00	.00	100.0%	
	TOTAL OTHER CHARGES	10,225	0	10,225	9,050.00	2,675.00	-1,500.00	114.7%	
55 CAPITAL OUTLAY									
016523	551095 PB EQUIP	7,500	0	7,500	.00	7,500.00	.00	100.0%	
	TOTAL CAPITAL OUTLAY	7,500	0	7,500	.00	7,500.00	.00	100.0%	
	TOTAL PINE BANKS	322,139	0	322,139	165,611.32	45,360.55	111,167.13	65.5%	

YEAR-TO-DATE BUDGET REPORT

FOR 2023 06

ACCOUNTS FOR:	ORIGINAL	TRANFRS/	REVISED				AVAILABLE	PCT
0100 GENERAL FUND	APPROP	ADJSTMTS	BUDGET	YTD EXPENDED	ENCUMBRANCES		BUDGET	USED

692 COMMUNITY EVENTS

56 MISCELLANEOUS

016922 560300 CELEB EXP	6,000	0	6,000	.00	.00	6,000.00	.0%
016922 560301 CELEB VET	2,000	0	2,000	.00	.00	2,000.00	.0%
TOTAL MISCELLANEOUS	8,000	0	8,000	.00	.00	8,000.00	.0%
TOTAL COMMUNITY EVENTS	8,000	0	8,000	.00	.00	8,000.00	.0%

CITY OF MELROSE v2021 LIVE

YEAR-TO-DATE BUDGET REPORT

FOR 2023 06								
ACCOUNTS FOR:	ORIGINAL	TRANFRS/	REVISED	YTD EXPENDED	ENCUMBRANCES	AVAILABLE	PCT	
0100 GENERAL FUND	APPROP	ADJSTMTS	BUDGET			BUDGET	USED	
693 MEMORIAL BUILDING								
51 SALARIES								
016931 511000 S & W	152,183	0	152,183	66,831.66	.00	85,351.34	43.9%	
TOTAL SALARIES	152,183	0	152,183	66,831.66	.00	85,351.34	43.9%	
52 CONTRACTUAL								
016932 522500 ELECTRIC	20,700	0	20,700	9,371.94	.00	11,328.06	45.3%	
016932 522600 GAS HEAT	12,295	0	12,295	1,149.99	.00	11,145.01	9.4%	
016932 527303 ELEVATOR	5,200	0	5,200	5,373.08	.00	-173.08	103.3%	
016932 527700 BLDGREPAIR	6,273	0	6,273	1,816.09	.00	4,456.91	29.0%	
016932 529000 PROF SERV	16,000	0	16,000	4,651.15	.00	11,348.85	29.1%	
TOTAL CONTRACTUAL	60,468	0	60,468	22,362.25	.00	38,105.75	37.0%	
53 SUPPLIES & MATERIAL								
016932 530501 MISC SUP	5,170	0	5,170	2,827.95	.00	2,342.05	54.7%	
016932 530508 MARKET SUP	800	0	800	150.00	.00	650.00	18.8%	
TOTAL SUPPLIES & MATERIAL	5,970	0	5,970	2,977.95	.00	2,992.05	49.9%	
TOTAL MEMORIAL BUILDING	218,621	0	218,621	92,171.86	.00	126,449.14	42.2%	

YEAR-TO-DATE BUDGET REPORT

FOR 2023 06									
ACCOUNTS FOR:	ORIGINAL	TRANFRS/	REVISED				AVAILABLE	PCT	
0100 GENERAL FUND	APPROP	ADJSTMTS	BUDGET	YTD EXPENDED	ENCUMBRANCES		BUDGET	USED	
711 MUNICIPAL DEBT									
56 MISCELLANEOUS									
017112 565000 MUNI DEBT	2,190,000	0	2,190,000	2,041,000.00	.00		149,000.00	93.2%	
017112 565010 EX PRINC	1,588,910	0	1,588,910	1,588,909.35	.00		.65	100.0%	
TOTAL MISCELLANEOUS	3,778,910	0	3,778,910	3,629,909.35	.00		149,000.65	96.1%	
TOTAL MUNICIPAL DEBT	3,778,910	0	3,778,910	3,629,909.35	.00		149,000.65	96.1%	

YEAR-TO-DATE BUDGET REPORT

FOR 2023 06

ACCOUNTS FOR:	ORIGINAL	TRANFRS/	REVISED	YTD EXPENDED	ENCUMBRANCES	AVAILABLE	PCT
0100 GENERAL FUND	APPROP	ADJSTMTS	BUDGET			BUDGET	USED

751 MUNICIPAL DEBT INTEREST

54 OTHER CHARGES

017512 549102 MUNI INT	920,261	0	920,261	479,425.02	.00	440,835.98	52.1%
017512 549103 EXEMPT INT	353,273	0	353,273	211,312.65	.00	141,960.35	59.8%
TOTAL OTHER CHARGES	1,273,534	0	1,273,534	690,737.67	.00	582,796.33	54.2%
TOTAL MUNICIPAL DEBT INTEREST	1,273,534	0	1,273,534	690,737.67	.00	582,796.33	54.2%

YEAR-TO-DATE BUDGET REPORT

FOR 2023 06									
ACCOUNTS FOR:		ORIGINAL	TRANFRS/	REVISED				AVAILABLE	PCT
0100	GENERAL FUND	APPROP	ADJSTMTS	BUDGET	YTD EXPENDED	ENCUMBRANCES		BUDGET	USED
752 PROJECTED DEBT & TEMP INTEREST									
54 OTHER CHARGES									
017522 549100	PROJ DEBT	31,777	0	31,777	14,036.60	.00		17,740.40	44.2%
	TOTAL OTHER CHARGES	31,777	0	31,777	14,036.60	.00		17,740.40	44.2%
	TOTAL PROJECTED DEBT & TEMP INTEREST	31,777	0	31,777	14,036.60	.00		17,740.40	44.2%

YEAR-TO-DATE BUDGET REPORT

FOR 2023 06

ACCOUNTS FOR:	ORIGINAL	TRANFRS/	REVISED				AVAILABLE	PCT
0100 GENERAL FUND	APPROP	ADJSTMTS	BUDGET	YTD EXPENDED	ENCUMBRANCES	BUDGET	USED	
800 INTERGOV CHERRY SHEET								
15 INTERGOVERNMENTAL								
018006 560010 CHARTER SC	0	0	0	1,984,050.00	.00	-1,984,050.00	100.0%	
018006 560015 RMV NON-RE	0	0	0	16,257.00	.00	-16,257.00	100.0%	
018006 560025 AIR POLL	0	0	0	5,466.00	.00	-5,466.00	100.0%	
018006 560030 METRO AREA	0	0	0	8,328.00	.00	-8,328.00	100.0%	
018006 560035 MBTA	0	0	0	344,274.00	.00	-344,274.00	100.0%	
018006 560040 SCH CHOICE	0	0	0	95,438.00	.00	-95,438.00	100.0%	
TOTAL INTERGOVERNMENTAL	0	0	0	2,453,813.00	.00	-2,453,813.00	100.0%	
TOTAL INTERGOV CHERRY SHEET	0	0	0	2,453,813.00	.00	-2,453,813.00	100.0%	

Attachment: DecemberYTDBudgetReport (INFO-2023-11 : Update on city finances)

YEAR-TO-DATE BUDGET REPORT

FOR 2023 06									
ACCOUNTS FOR:	ORIGINAL	TRANFRS/	REVISED				AVAILABLE	PCT	
0100 GENERAL FUND	APPROP	ADJSTMTS	BUDGET	YTD	EXPENDED	ENCUMBRANCES	BUDGET	USED	
911 PENSION									
51 SALARIES									
019111 511010 CONTRIB	7,039,967	0	7,039,967	7,039,967.00		.00	.00	100.0%	
TOTAL SALARIES	7,039,967	0	7,039,967	7,039,967.00		.00	.00	100.0%	
TOTAL PENSION	7,039,967	0	7,039,967	7,039,967.00		.00	.00	100.0%	

YEAR-TO-DATE BUDGET REPORT

FOR 2023 06

ACCOUNTS FOR:	ORIGINAL	TRANFRS/	REVISED	YTD EXPENDED	ENCUMBRANCES	AVAILABLE	PCT
0100 GENERAL FUND	APPROP	ADJSTMTS	BUDGET			BUDGET	USED
912 WORKER'S COMPENSATION							
54 OTHER CHARGES							
019122 543100 W C MED	100,000	0	100,000	44,050.72	.00	55,949.28	44.1%
019122 543101 W C EXP	50,000	0	50,000	29,603.25	.00	20,396.75	59.2%
019122 543102 W C BENE	200,000	0	200,000	120,098.97	.00	79,901.03	60.0%
019122 543200 INDEMN	70,000	0	70,000	672.47	.00	69,327.53	1.0%
TOTAL OTHER CHARGES	420,000	0	420,000	194,425.41	.00	225,574.59	46.3%
TOTAL WORKER'S COMPENSATION	420,000	0	420,000	194,425.41	.00	225,574.59	46.3%

YEAR-TO-DATE BUDGET REPORT

FOR 2023 06								
ACCOUNTS FOR:	ORIGINAL	TRANFRS/	REVISED	YTD EXPENDED	ENCUMBRANCES	AVAILABLE	PCT	
0100 GENERAL FUND	APPROP	ADJSTMTS	BUDGET			BUDGET	USED	
913 UNEMPLOYMENT								
54 OTHER CHARGES								
019132 544400 UNEMP EXP	100,000	0	100,000	47,185.59	.00	52,814.41	47.2%	
TOTAL OTHER CHARGES	100,000	0	100,000	47,185.59	.00	52,814.41	47.2%	
TOTAL UNEMPLOYMENT	100,000	0	100,000	47,185.59	.00	52,814.41	47.2%	

CITY OF MELROSE v2021 LIVE

YEAR-TO-DATE BUDGET REPORT

FOR 2023 06								
ACCOUNTS FOR:	ORIGINAL	TRANFRS/	REVISED	YTD EXPENDED	ENCUMBRANCES	AVAILABLE	PCT	
0100 GENERAL FUND	APPROP	ADJSTMTS	BUDGET			BUDGET	USED	
914 EMPLOYEE BENEFITS								
51 SALARIES								
019141 511000 S & W	92,736	0	92,736	46,284.19	.00	46,451.81	49.9%	
TOTAL SALARIES	92,736	0	92,736	46,284.19	.00	46,451.81	49.9%	
54 OTHER CHARGES								
019142 549201 GROUP HEAL	12,482,900	0	12,482,900	6,165,619.95	.00	6,317,280.05	49.4%	
019142 549214 LIFE INS P	118,000	0	118,000	42,632.10	.00	75,367.90	36.1%	
019142 549215 SENTINEL F	17,500	0	17,500	7,588.40	.00	9,911.60	43.4%	
019142 549217 PART B 70%	785,000	0	785,000	13,999.72	.00	771,000.28	1.8%	
019142 549218 PART B PEN	35,000	0	35,000	14,013.50	.00	20,986.50	40.0%	
019142 549223 HIATUS	0	0	0	3,315.52	.00	-3,315.52	100.0%	
019142 549224 OPT OUT	892,500	0	892,500	423,040.47	.00	469,459.53	47.4%	
TOTAL OTHER CHARGES	14,330,900	0	14,330,900	6,670,209.66	.00	7,660,690.34	46.5%	
TOTAL EMPLOYEE BENEFITS	14,423,636	0	14,423,636	6,716,493.85	.00	7,707,142.15	46.6%	

YEAR-TO-DATE BUDGET REPORT

FOR 2023 06								
ACCOUNTS FOR:		ORIGINAL	TRANFRS/	REVISED			AVAILABLE	PCT
0100	GENERAL FUND	APPROP	ADJSTMTS	BUDGET	YTD EXPENDED	ENCUMBRANCES	BUDGET	USED
916 MEDICARE TAX CITY PORTION								
54 OTHER CHARGES								
019162 548000	MED TX CTY	885,000	0	885,000	387,761.43	.00	497,238.57	43.8%
TOTAL OTHER CHARGES		885,000	0	885,000	387,761.43	.00	497,238.57	43.8%
TOTAL MEDICARE TAX CITY PORTION		885,000	0	885,000	387,761.43	.00	497,238.57	43.8%

CITY OF MELROSE v2021 LIVE

YEAR-TO-DATE BUDGET REPORT

FOR 2023 06								
ACCOUNTS FOR:	ORIGINAL	TRANFRS/	REVISED	YTD EXPENDED	ENCUMBRANCES	AVAILABLE	PCT	
0100 GENERAL FUND	APPROP	ADJSTMTS	BUDGET			BUDGET	USED	
930 DEPARTMENTAL EQUIPMENT								
52 CONTRACTUAL								
019302 527602 IT COPY LE	27,707	0	27,707	4,905.12	.00	22,801.88	17.7%	
TOTAL CONTRACTUAL	27,707	0	27,707	4,905.12	.00	22,801.88	17.7%	
53 SUPPLIES & MATERIAL								
019302 530100 IT COMP PU	28,000	0	28,000	.00	28,000.00	.00	100.0%	
019302 530103 IT PRINTER	2,000	0	2,000	769.00	1,231.00	.00	100.0%	
019302 530500 OFFICE SUP	33,329	0	33,329	9,744.41	23,585.91	-1.32	100.0%	
TOTAL SUPPLIES & MATERIAL	63,329	0	63,329	10,513.41	52,816.91	-1.32	100.0%	
55 CAPITAL OUTLAY								
019303 551059 PERMIT SFT	60,000	0	60,000	17,762.94	.00	42,237.06	29.6%	
TOTAL CAPITAL OUTLAY	60,000	0	60,000	17,762.94	.00	42,237.06	29.6%	
TOTAL DEPARTMENTAL EQUIPMENT	151,036	0	151,036	33,181.47	52,816.91	65,037.62	56.9%	

YEAR-TO-DATE BUDGET REPORT

FOR 2023 06

ACCOUNTS FOR:	ORIGINAL	TRANFRS/	REVISED				AVAILABLE	PCT
0100 GENERAL FUND	APPROP	ADJSTMTS	BUDGET	YTD EXPENDED	ENCUMBRANCES	BUDGET	USED	
931 CAPITAL OUTLAY								
55 CAPITAL OUTLAY								
019313 551098 CTY IT TEC	50,000	0	50,000	.00	.00	50,000.00	.0%	
019313 551099 PB PROJECT	101,295	0	101,295	101,294.18	.00	.82	100.0%	
019313 551102 PF SHED	48,598	0	48,598	48,597.67	.00	.33	100.0%	
01931773 551097 SCHOOL IT	50,000	0	50,000	449.90	.00	49,550.10	.9%	
TOTAL CAPITAL OUTLAY	249,893	0	249,893	150,341.75	.00	99,551.25	60.2%	
TOTAL CAPITAL OUTLAY	249,893	0	249,893	150,341.75	.00	99,551.25	60.2%	

YEAR-TO-DATE BUDGET REPORT

FOR 2023 06

ACCOUNTS FOR:	ORIGINAL	TRANFRS/	REVISED	YTD EXPENDED	ENCUMBRANCES	AVAILABLE	PCT
0100 GENERAL FUND	APPROP	ADJSTMTS	BUDGET			BUDGET	USED
942 STABILIZATION FUNDS							
56 MISCELLANEOUS							
019422 561300 STABIL TRT	50,000	0	50,000	50,000.00	.00	.00	100.0%
019422 561400 OPEB TRUST	50,000	0	50,000	50,000.00	.00	.00	100.0%
TOTAL MISCELLANEOUS	100,000	0	100,000	100,000.00	.00	.00	100.0%
TOTAL STABILIZATION FUNDS	100,000	0	100,000	100,000.00	.00	.00	100.0%
TOTAL GENERAL FUND	95,256,080	182,400	95,438,480	72,272,529.20	2,608,695.71	20,557,255.09	78.5%
TOTAL EXPENSES	95,256,080	182,400	95,438,480	72,272,529.20	2,608,695.71	20,557,255.09	

YEAR-TO-DATE BUDGET REPORT

FOR 2023 06

	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
GRAND TOTAL	95,256,080	182,400	95,438,480	72,272,529.20	2,608,695.71	20,557,255.09	78.5%

** END OF REPORT - Generated by Kerriann Golden **

Ghobrial, Andrew

From: Fleischman, Margot
Sent: Monday, December 5, 2022 3:57 PM
To: City Council
Cc: *Mayor Brodeur; Dello Russo, Patrick
Subject: Materials for December 8 A&O meeting
Attachments: ARPA Update to City Council December 2022.pdf; ARPA Update Slides December 8, 2022.pdf; Finance Report to the City Council Slides December 8 2022.pdf; FY22 Free Cash update.pdf; 10 year General Fund Debt Plan.pdf; ARPA Approvals by Dept to date 10.18.22.pdf

Good afternoon Councilors,

Please find attached the following presentation materials and memos provided in advance of the A&O meeting this Thursday, December 8:

- **INFO-2023-10:** Request for American Rescue Plan Act (ARPA) funding update
 - **ARPA Update memo and slide presentation; ARPA approvals spreadsheet**
- **INFO-2023-11:** Update on the Status of the City of Melrose's Finances
 - **Finance Report slide presentation and 10-year General Fund Debt Plan**
- **INFO-2023-12:** An Update on the Status and Usage of Free Cash in the City of Melrose
 - **Free Cash update memo**

As always, should you have any questions, please do not hesitate to reach out.

Best,
 Margot

Margot Fleischman

(She/Her/Hers)

Chief of Staff

& Director of Strategic Initiatives and Communications

Office of Mayor Paul Brodeur

Melrose City Hall

562 Main St

Melrose, MA 02176

(781) 979-4440



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



PAUL BRODEUR
Mayor

CITY OF MELROSE

OFFICE OF THE MAYOR

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

MEMORANDUM

To: Melrose City Council/A&O Committee
From: Margot Fleischman, Director of Strategic Initiatives and Communication
Re: Update on use of American Rescue Plan (ARPA) funds
Date: December 8, 2022

On behalf of Mayor Brodeur, I am pleased to present the Honorable City Council with a further update on the use of Melrose's ARPA funds, including funds that have been spent or committed for specific projects. As you know, the City of Melrose has received total of \$8,374,174 in federal ARPA grant dollars. All ARPA grant funds must be spent or encumbered by December 31, 2024.

Approved ARPA projects

Since the last update to the Council, the following ARPA projects have been approved by the Mayor and CFO Patrick Dello Russo. Together with projects previously approved, this represents \$7.3 million investments in COVID-19 response, critical infrastructure, and organizational capacity.

• Schools Asbestos Abatement	\$90,000
• Community Conversations Initiative	\$25,000
• COVID-19 Sanitization-Custodial	\$65,000
• COVID-19 Disinfection (Schools)	\$128,000
• Labor Costs/Additional Cleaning and Sanitizing of Public Buildings	\$40,000
• HVAC Study and Implementation of A/C addition at MVMMS	\$1,050,000
• Tremont Fire House Update	\$151,205
• ARPA - Administration	\$4,500
• Addressing Food Insecurity	\$75,000
• Small Business/Non-Profits/Cultural Sector Support	\$150,000
• Police Department Vehicles	\$256,000
• Fire Department Vehicles	\$120,000
• Replacement Vehicle to Deliver Services (DPW)	\$23,000
• School Department Closing FY22 Budget	\$774,697
• Address COVID-19 Backlog of IT Infrastructure and Cybersecurity Projects	\$26,000

A complete list of all ARPA project approvals is attached to this memo and is also available on the City of Melrose webpage at: www.cityofmelrose.org/mayor/pages/ARPA

Attachment: Materials for December 8 A&O meeting (INFO-2023-12 : Update on free cash)

Budgetary Adjustments

As part of our regular tracking of ARPA project expenditures, Assistant Auditor Kerri Golden and I have periodically reviewed approved projects and, in consultation with the relevant department heads, have made budgetary adjustments as appropriate.

In cases where the amount originally budgeted exceeded what was necessary, those excess funds have been released back to available ARPA funds to be used for another project subject to the Mayor's review and approval. All budget adjustments have been reflected in the budget documents provided to the Council and posted on the City of Melrose website. The following projects have been adjusted since our last update to the Council:

	Original	Revised
• Social Services Coordinator	\$213,847	\$200,330
• Economic Recovery Director	\$417,000	290,000
• At-Home COVID tests	\$30,000	\$1,824

ARPA expenditures to-date

As of November 30, 2022, the City has expended \$3,189,685 of our ARPA allocation and has encumbered a further \$392,804.

Temporary moratorium on new ARPA allocations

Given the current financial uncertainty, including the potential impact of rising inflationary pressure on both labor and material costs, as well as the School Department structural deficit, the Mayor has chosen to reserve the remaining \$1.05 million in order to provide for maximum flexibility in the year ahead. However, it remains a high priority for the City to spend or allocate all ARPA funds by the December 2024 deadline.



ARPA Update

ARPA Basics

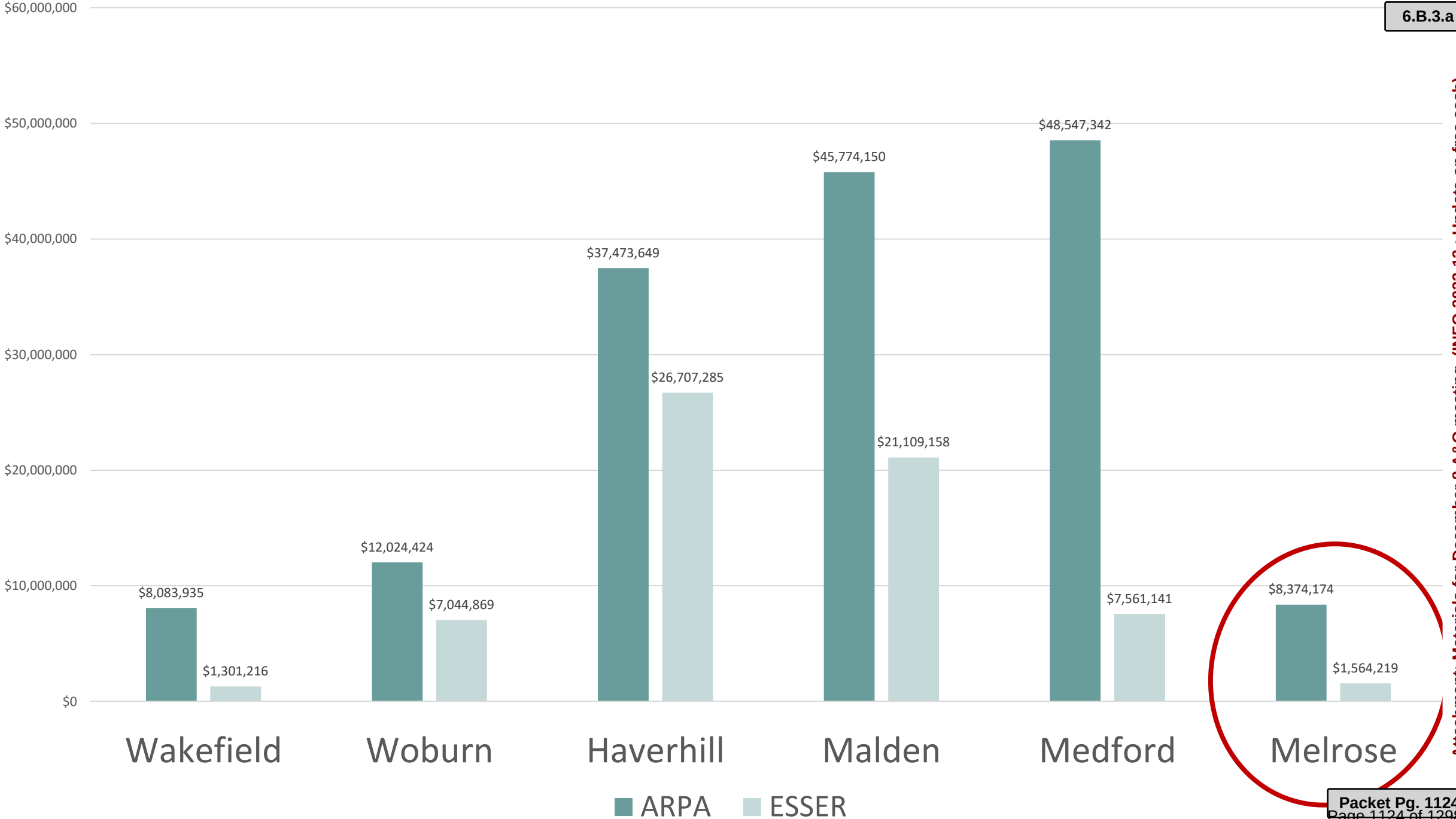
- Federal grant to the City in the amount of \$8,374,174 – based primarily on population.
- All funds must be spent or encumbered by December 31, 2024.
- Administered by the Mayor in consultation with CFO and staff taskforce.
- Advised by consultants from the accounting firm of Clifton Larson Allen, LLP.
- Audited as part of the City's annual single audit and subject to future federal audit.

Members of the Mayor's ARPA Staff Taskforce

- Patrick Dello Russo (CFO)
- Kathryn Armata (Treasurer/Collector)
- Kerri Golden (Auditor's Office)
- Denise Gaffey (OPCD)
- Chief Ed Collina (Fire)
- Chief Mike Lyle (Police)
- Allan Alpert (Emergency Management)
- Margot Fleischman (Mayor's Office)
- Neal Ellis (IT)
- Elena Proakis Ellis (DPW)
- Jim Troup (DPW)
- Jay McNeil (DPW)
- Anthony Chui (HHS)
- Leia Secor (School Finance Dept)

Federal Relief Aid Regional Comparisons

<u>Community</u>	<u>Population</u>	<u>ARPA</u>	<u>ARPA per capita</u>	<u>ESSER</u>	<u>ESSER per student</u>
Wakefield	27,045	\$8,083,935	\$299	\$1,301,216	\$392
Woburn	40,228	\$12,024,424	\$299	\$7,044,869	\$1,640
Haverhill	64,014	\$37,473,649	\$585	\$26,707,285	\$3,451
Malden	60,470	\$45,774,150	\$757	\$21,109,158	\$3,460
Medford	57,341	\$48,547,342	\$847	\$7,561,141	\$1,879
Melrose	28,016	\$8,374,174	\$299	\$1,564,219	\$417



Attachment: Materials for December 8 A&O meeting (INFO-2023-12 : Update on free cash)

Mayor's Priorities

- Identifying the areas of greatest need and relevance for Melrose's economic and public health recovery, including mental health and wellness
- Making much needed investments in City infrastructure
- Maintaining financial stability

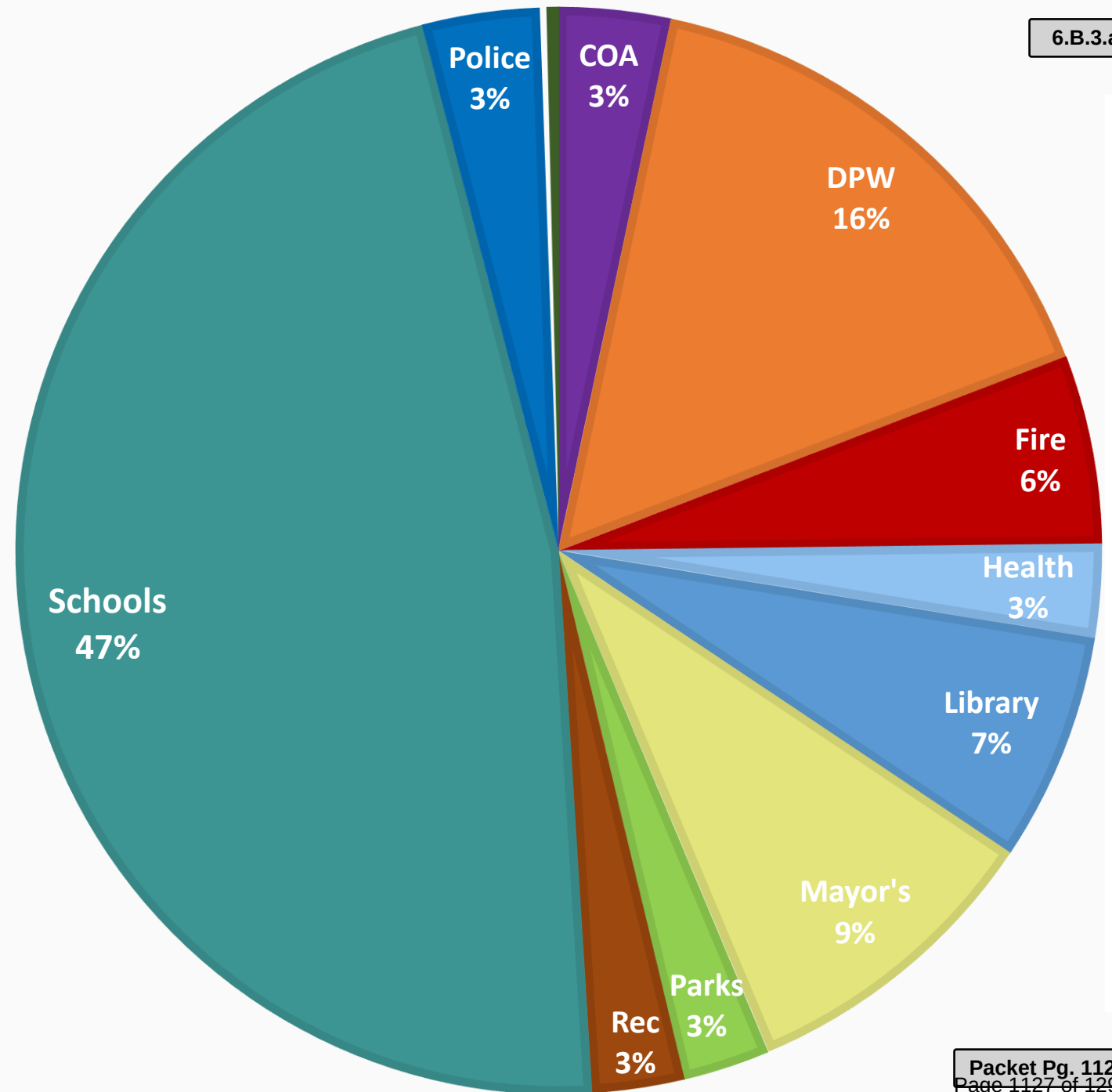
ARPA Approvals To-Date

34 projects from
12 departments

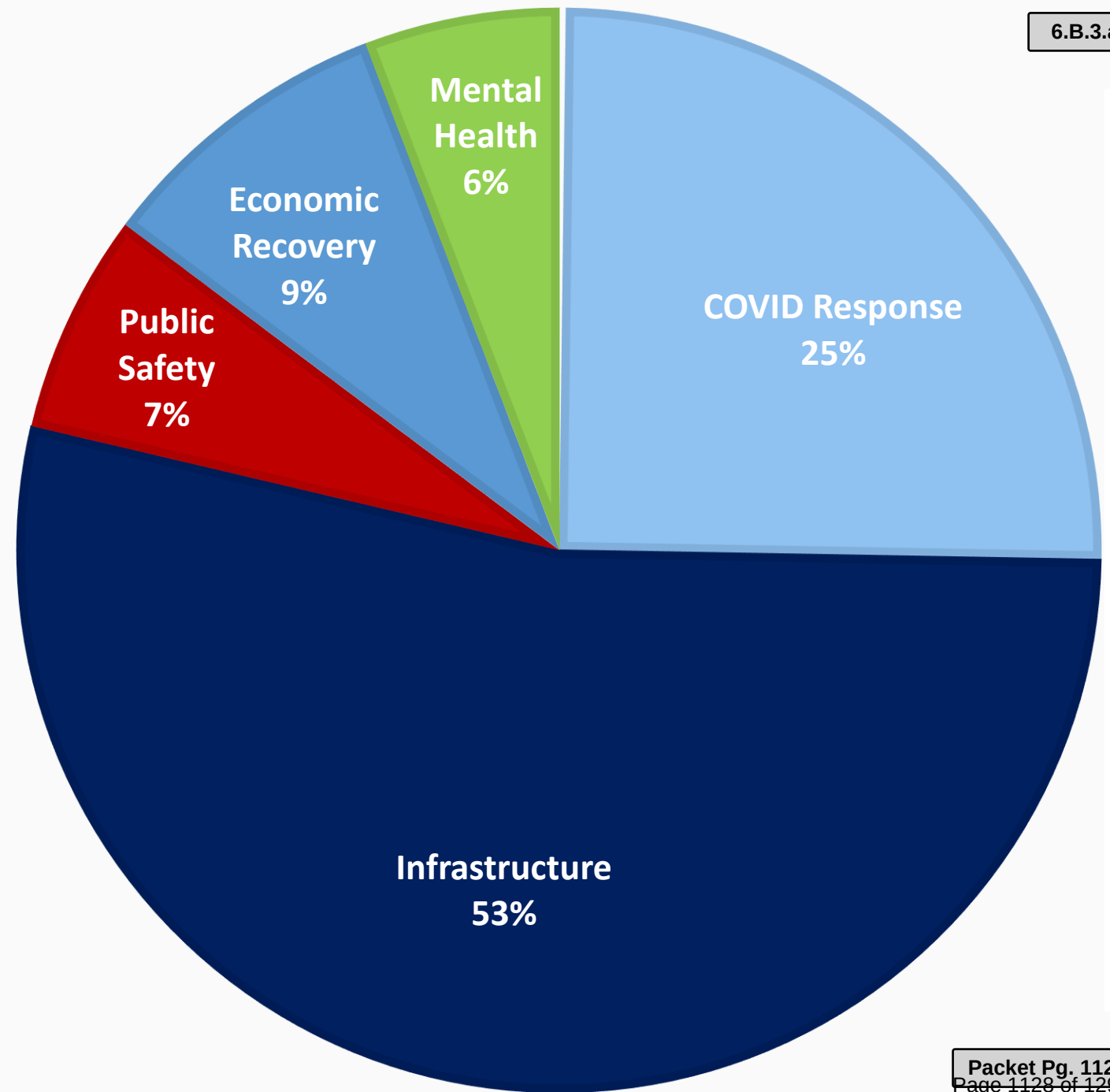
\$7.3M allocated

\$1.05M
unallocated

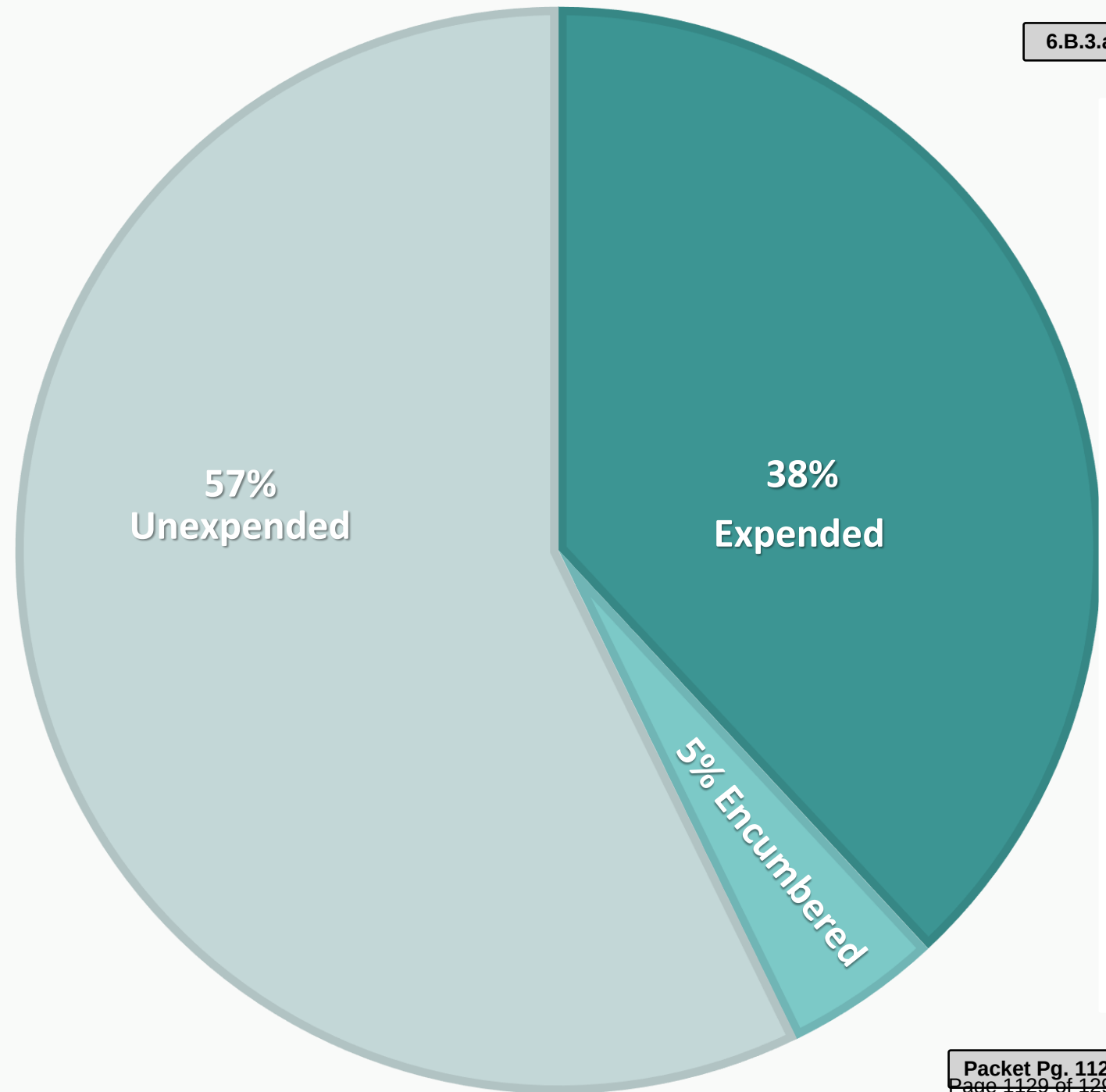
ARPA Allocations By Department



ARPA Allocations By Type



ARPA Expenditures To-Date: 43% Expended or Encumbered



\$3.4 million ARPA funds invested in Melrose Public Schools

Schools Revenue Loss Replacement	\$ 802,000.00
COVID-19 Disinfection/Custodial Needs	\$ 128,000.00
HVAC Study and Implementation of A/C at MVMMS	\$ 1,050,000.00
Schools Asbestos Abatement	\$ 90,000.00
School Department Closing FY22 Budget	\$ 774,697.00
High School and Middle School Complex Elevators	\$ 594,000.00

Thank you!

www.cityofmelrose.org/mayor/pages/ARPA



Financial Update

**MELROSE CITY COUNCIL
APPROPRIATIONS &
OVERSIGHT COMMITTEE
MEETING**

DECEMBER 8, 2022

Patrick Dello Russo
CFO and City
Auditor

Kathryn Armata
Treasurer/Collector

Sarah MacLellan
Chief Assessor

Kerriann Golden
Assistant Auditor

City of Melrose Finance Team

What we will
cover
tonight:

Budget Snapshot

Impact of Proposition 2 ½

New Growth & Free Cash

Impact of School Department deficit

Tax Levy Limit

Capital Needs

Debt Model

Some terms and what they mean:

Tax Levy — The revenue a community can raise through real and personal property taxes. 6.B.3.a

Prop. 2 ½ — A Massachusetts law enacted in 1980 that places strict limits on the amount of property tax revenue a community can raise through real and personal property taxes.

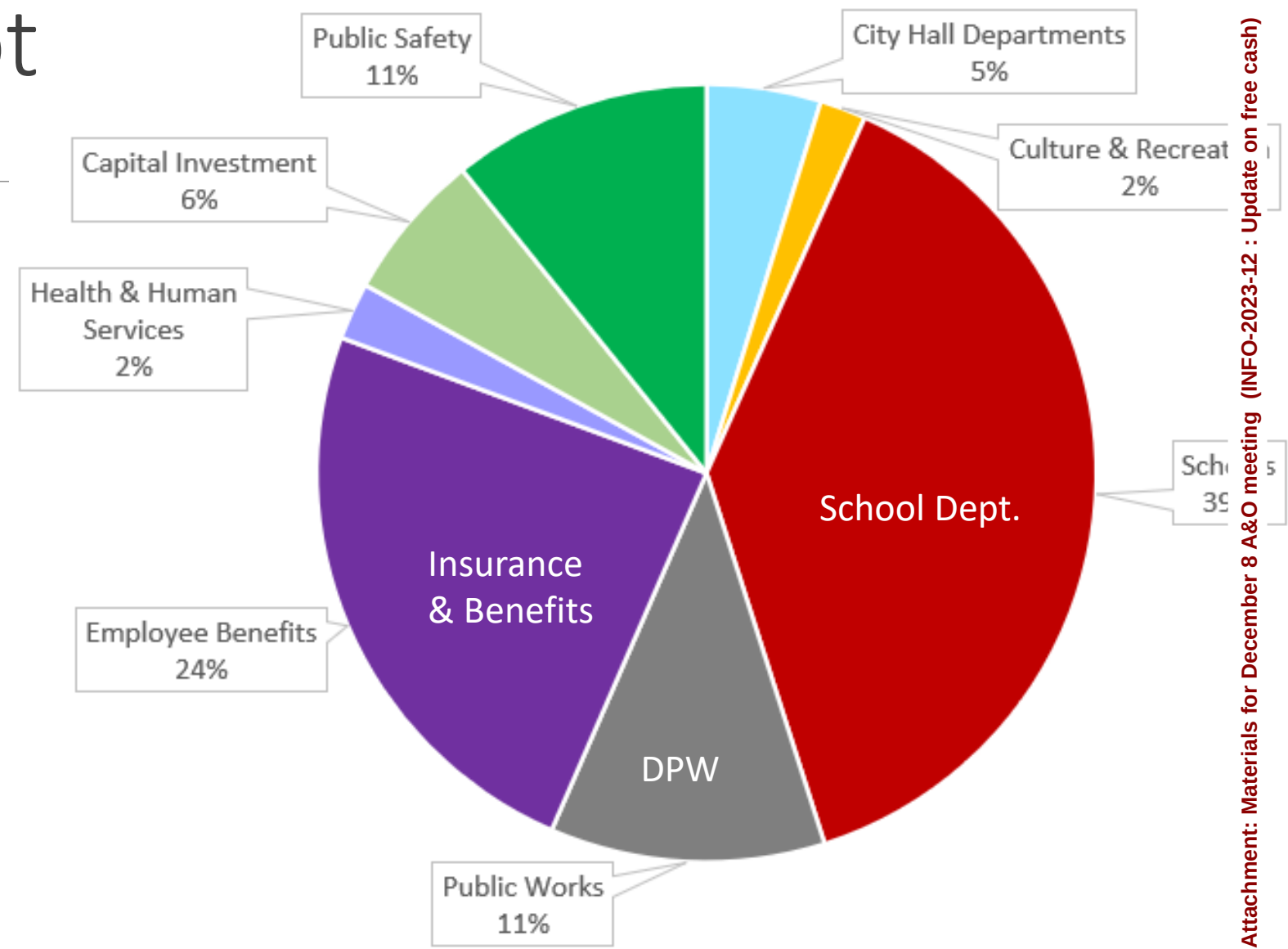
Tax Levy Limit — The maximum amount a community is allowed to raise through property taxes in a given year, based on 2.5% growth of the prior year's Levy Limit plus new growth.

New Growth — The increased value of new development and other growth in the tax base that is not the result of revaluation. A portion of this value is applied to the levy limit.

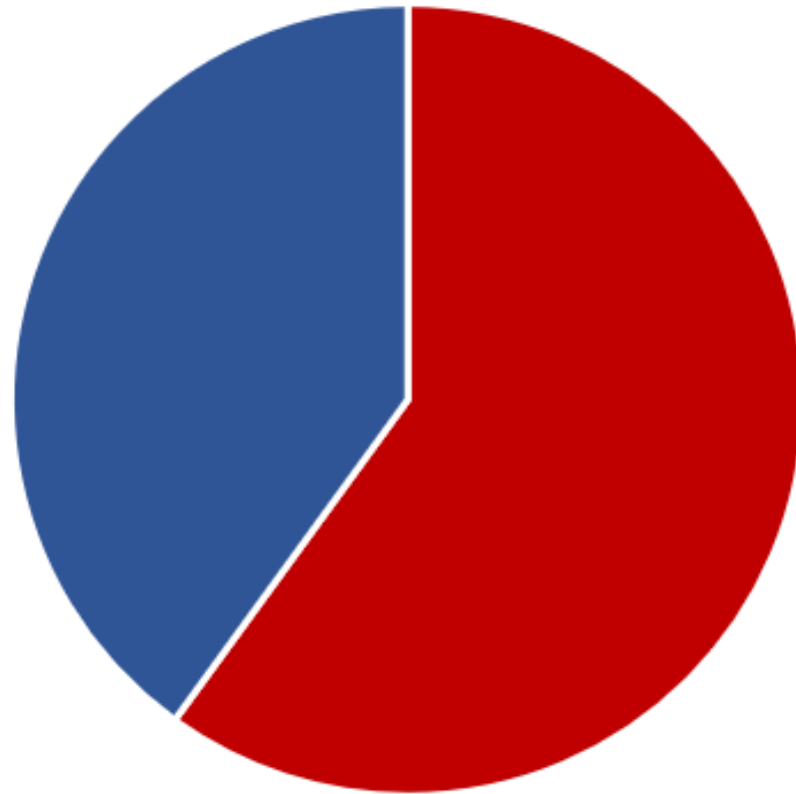
Override — A permanent increase in the Levy Limit of a community above the allowable 2.5% growth. Requires a majority vote at the ballot.

Free Cash — Funds certified annually by the state that come from municipal revenues being greater than expected and/or expenses being less than budgeted.

Budget Snapshot



Attachment: Materials for December 8 A&O meeting (INFO-2023-12 : Update on free cash)



■ School Spending ■ Non-School Spending

School spending includes costs carried within City budgets:

- Facilities Division of DPW supporting the Schools
- Insurance and Benefits for School Employees
- Debt service for School facilities

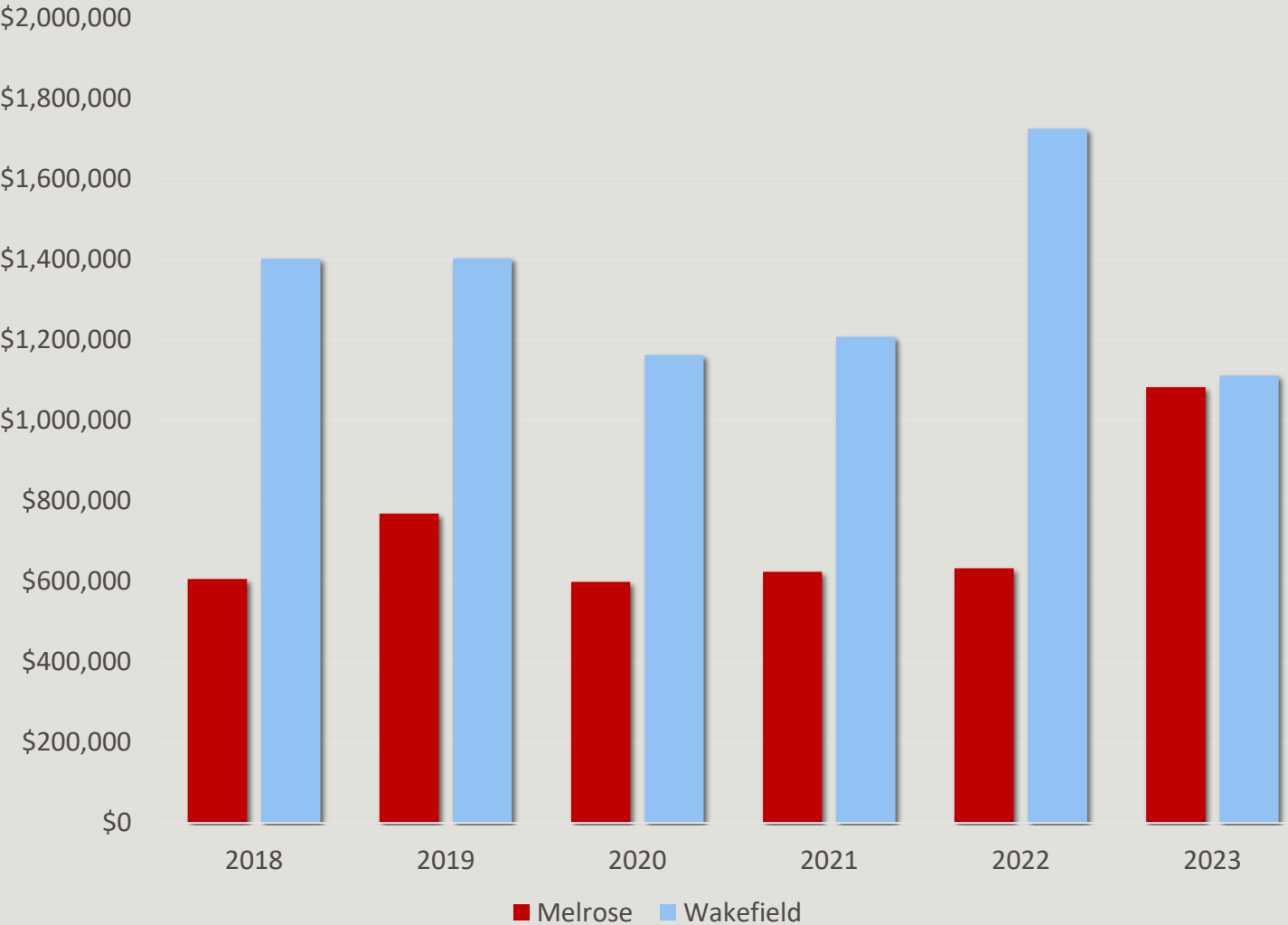
How does
Prop. 2 ½
affect our
finances?

We can only increase our tax revenue by
2.5% of last year's Levy Limit + New Growth

We tax to the Levy Limit so we cannot
increase taxes beyond that without an
override

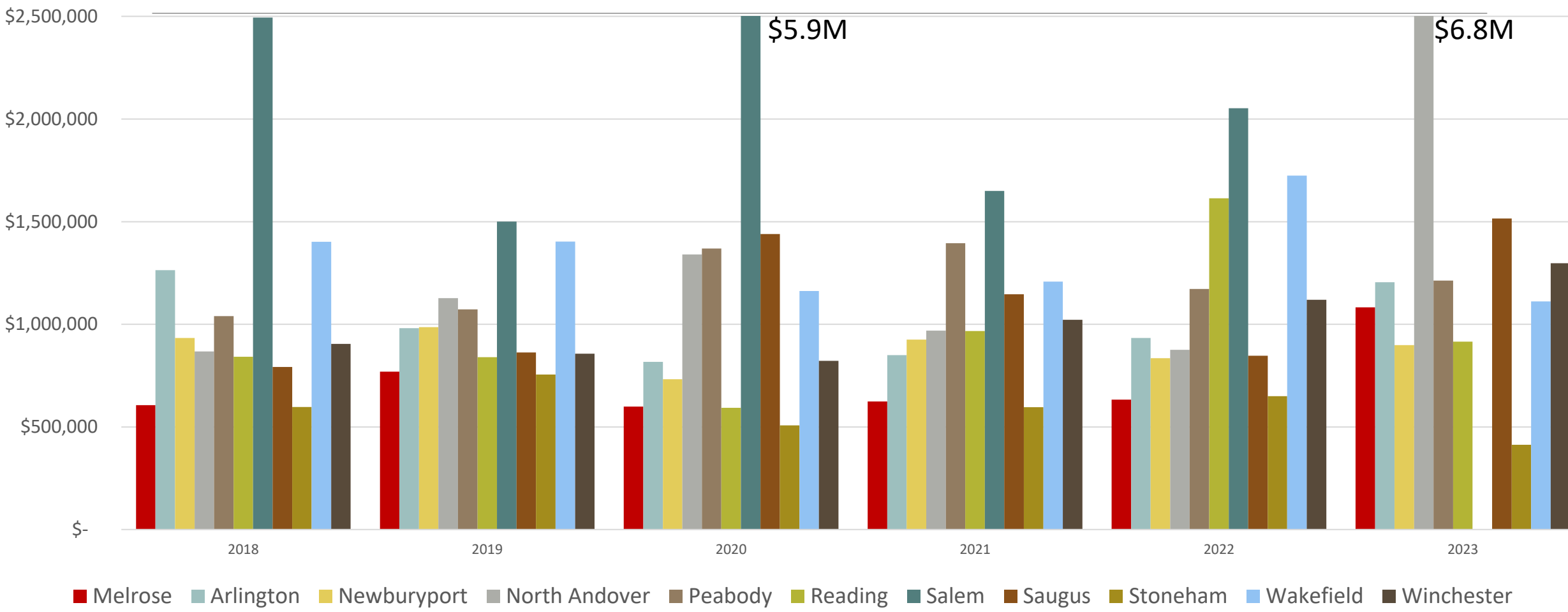
Annual operating budget increases must fit
within next year's Levy Limit

The majority of year-over-year budget
increases are non-discretionary costs



New Growth Comparison to Wakefield

10 Community New Growth Comparison



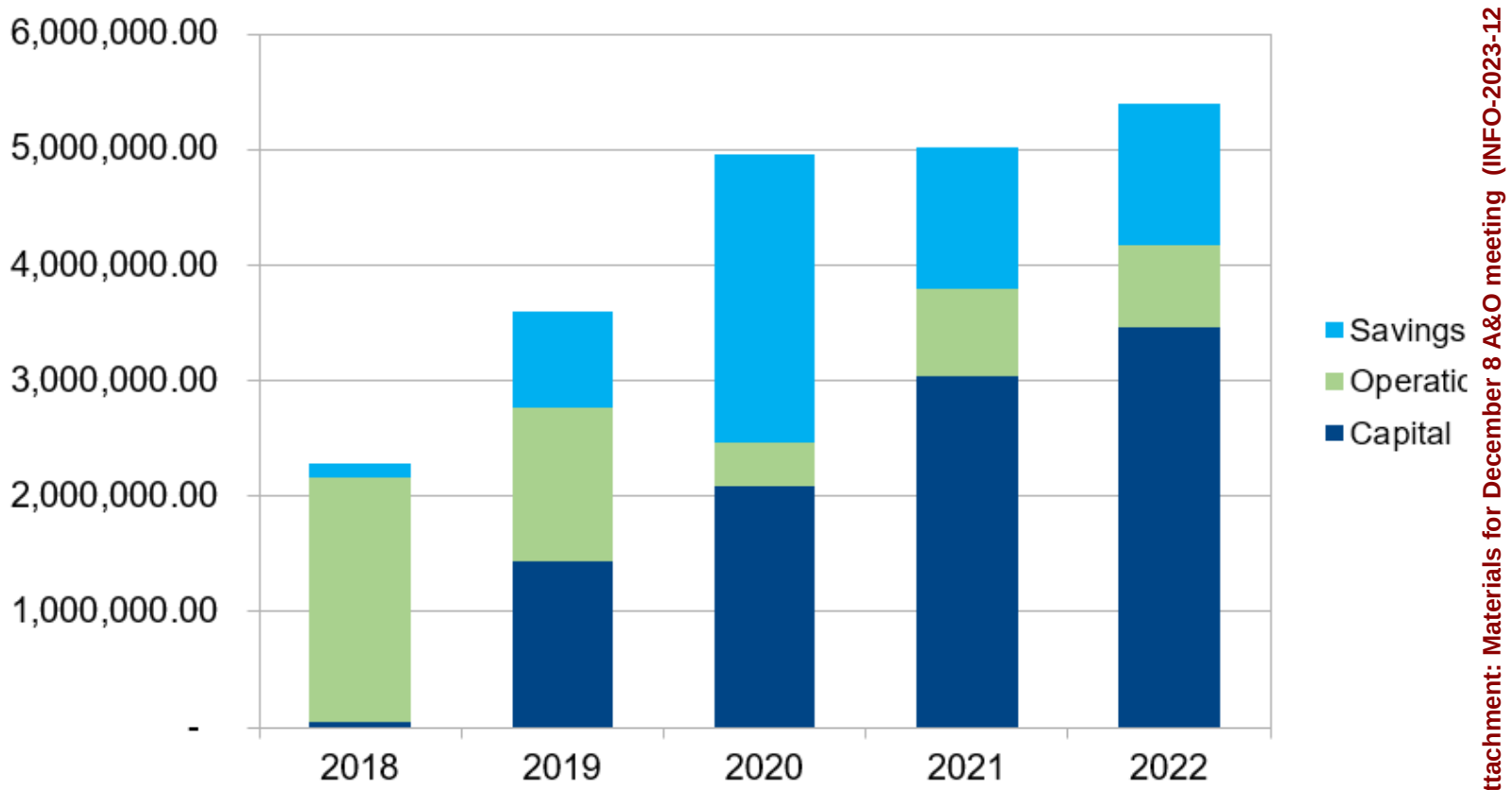
Attachment: Materials for December 8 A&O meeting (INFO-2023-12 : Update on free cash)

Melrose Free Cash – past 5 years

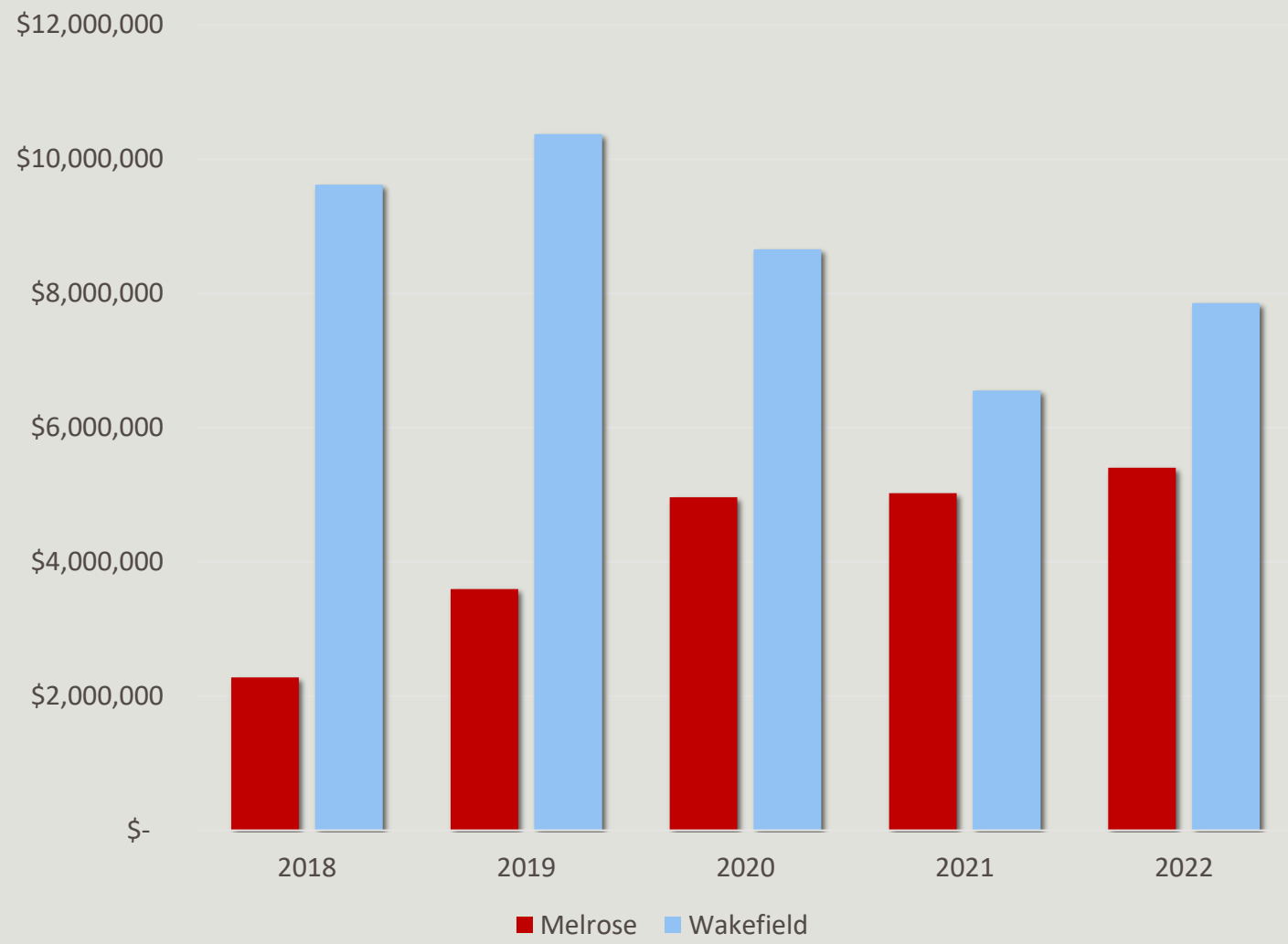
SAVINGS: stabilization funds, affordable housing trust

OPERATIONAL: snow/ice, software, trainings, etc.

CAPITAL: buildings, vehicles, playgrounds, trees, equipment, etc.



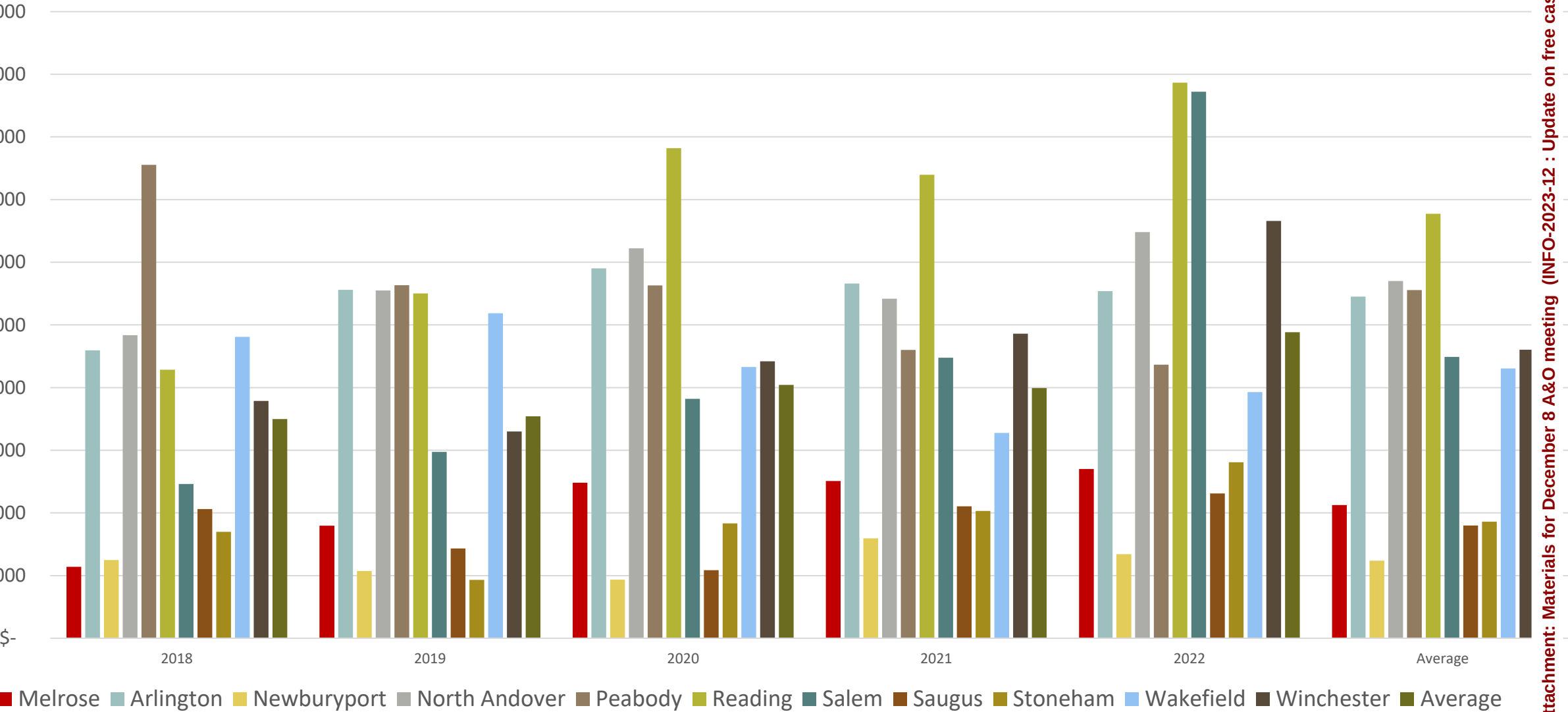
Attachment: Materials for December 8 A&O meeting (INFO-2023-12 : Update on free cash)



Free Cash Comparison to Wakefield

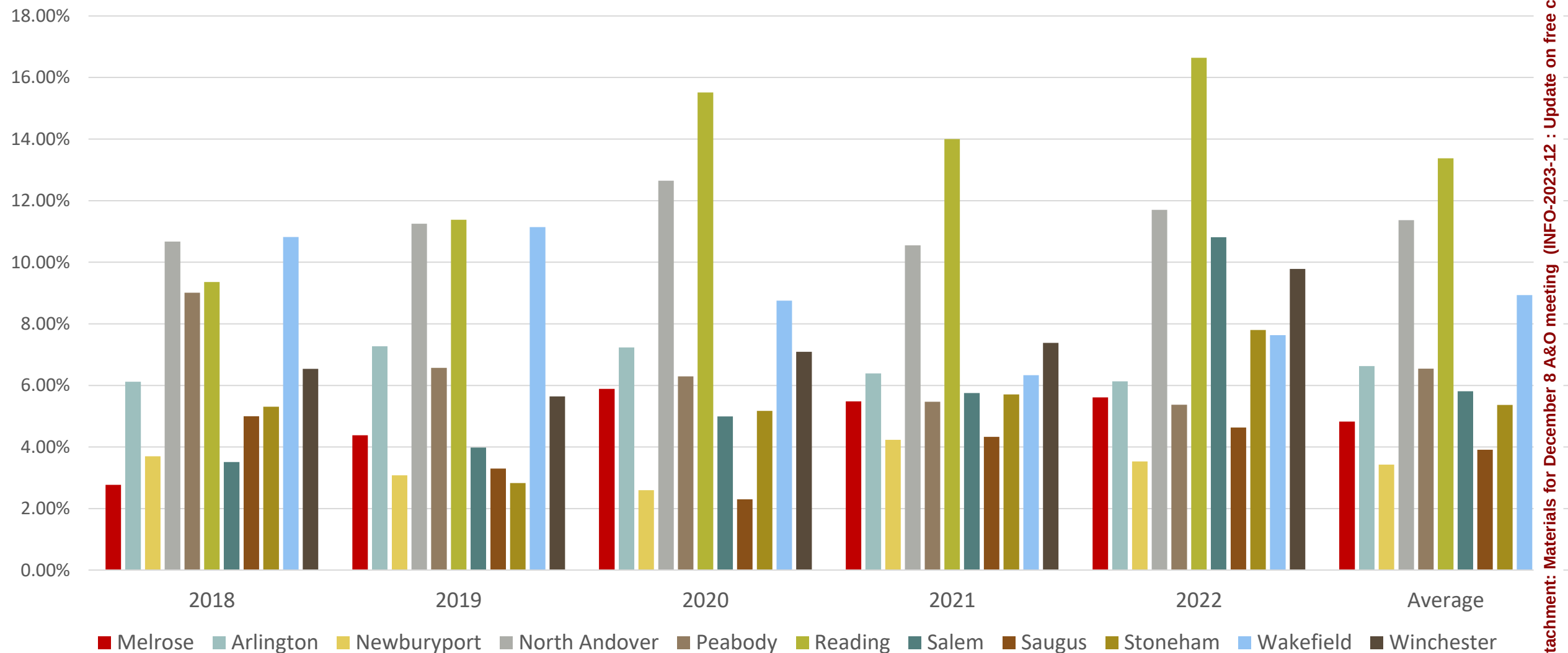
5 Year Free Cash Comparison (\$)

6.B.3.a



5 Year Free Cash Comparison (%)

6.B.3.a



Attachment: Materials for December 8 A&O meeting (INFO-2023-12 : Update on free cash)

FY22 School Department Deficit

Major Cost Overrun Drivers, according to CLA Consultants:

- \$2.1 million of Special Ed cost overruns
 - \$700K – Transportation
 - \$1.48 million – Tuitions
- Remainder can be accounted for by the teacher coverage costs that were charged to paraprofessional lines. Teachers were required to stay home up to 10 days after contracting COVID-19 and the district had to provide coverage.

FY22 deficit closed using federal education relief and ARPA funds

School Department structural deficit expected to continue

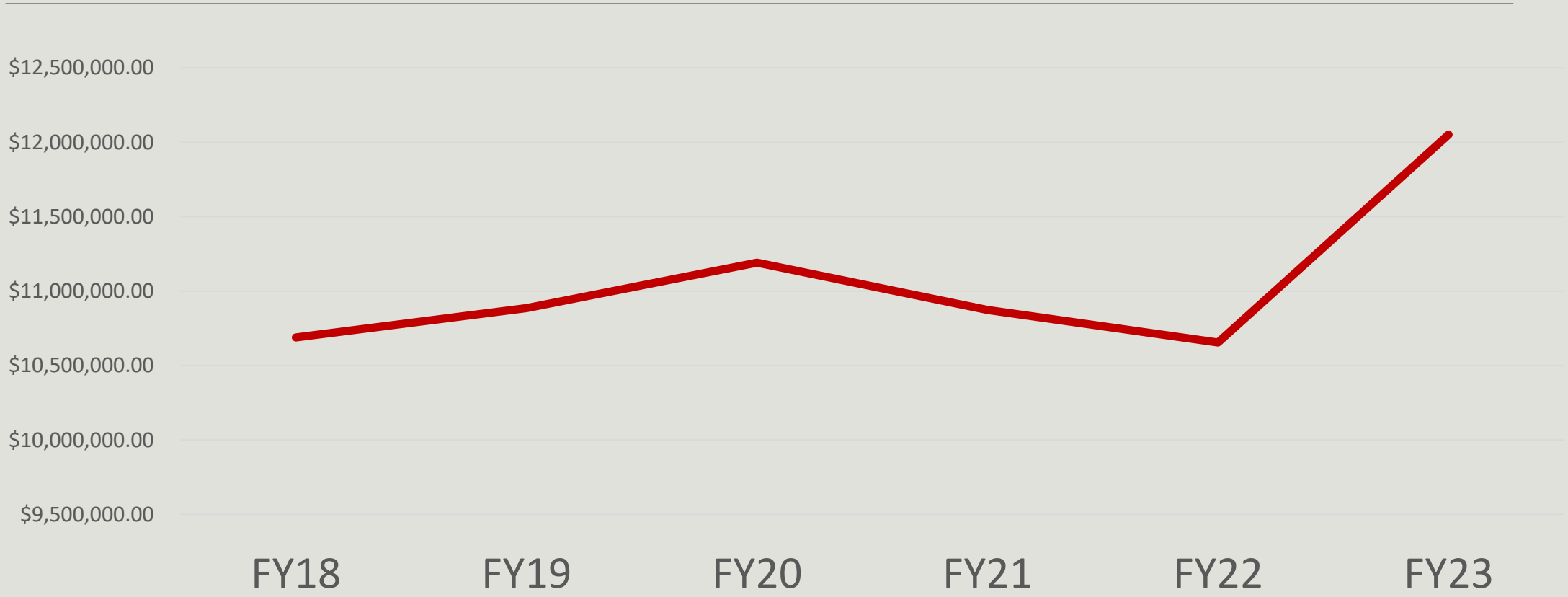
Potential funding sources:

- Free Cash
- Contract Stabilization Fund/Special Education Stabilization Fund
- ARPA
- Other funding sources if available

Potential increased revenue sources:

- State aid (Student Opportunity Act)
- Comprehensive fee study
- Continued re-development to support new growth

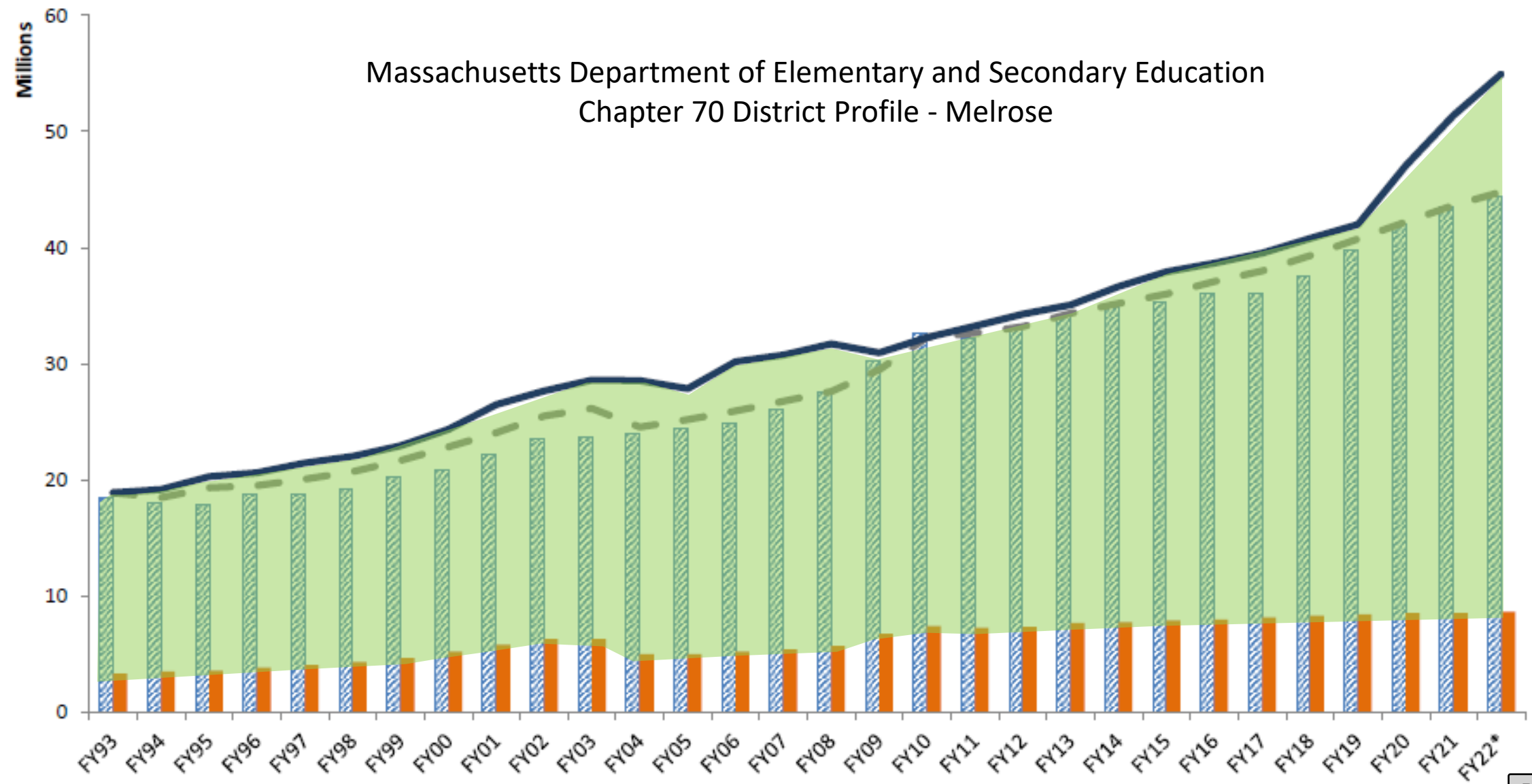
Net State Aid



Attachment: Materials for December 8 A&O meeting (INFO-2023-12 : Update on free cash)

Foundation Budget C70 Aid Required NSS Actual NSS

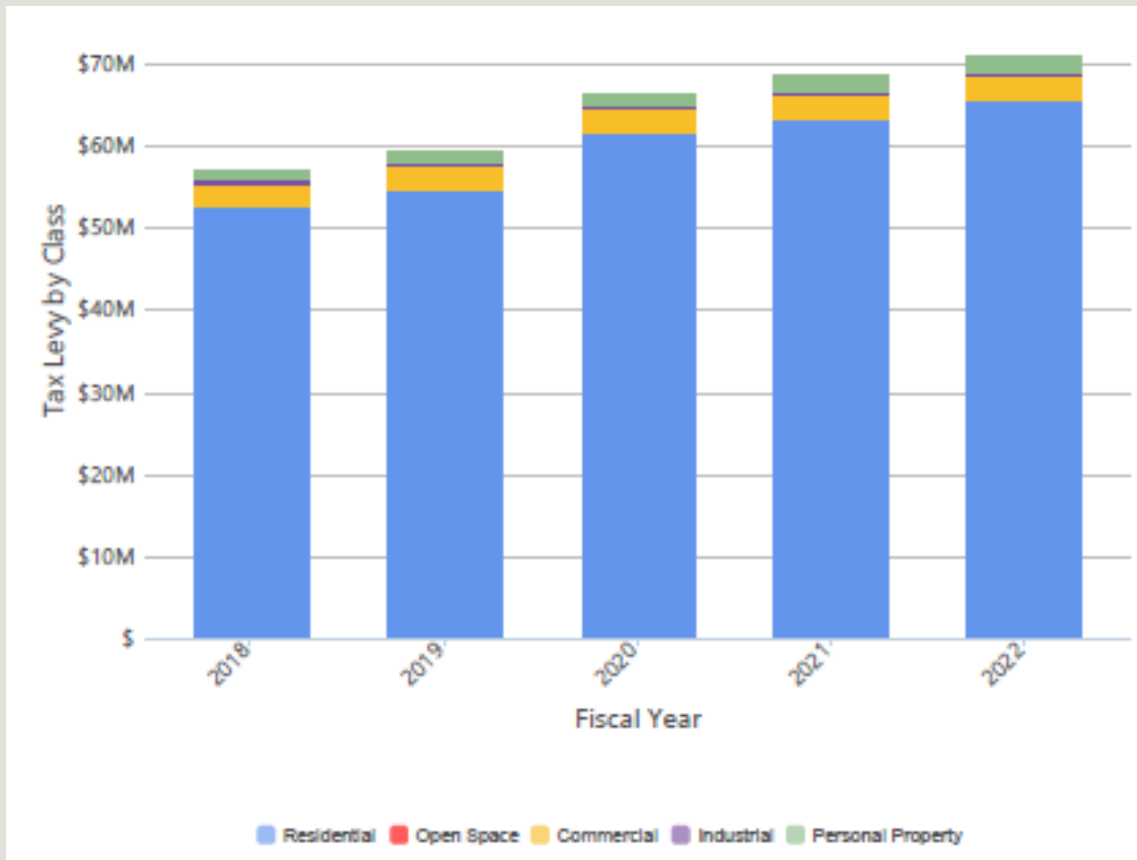
Massachusetts Department of Elementary and Secondary Education
Chapter 70 District Profile - Melrose



Attachment: Materials for December 8 A&O meeting (INFO-2023-12 : Update on free cash)

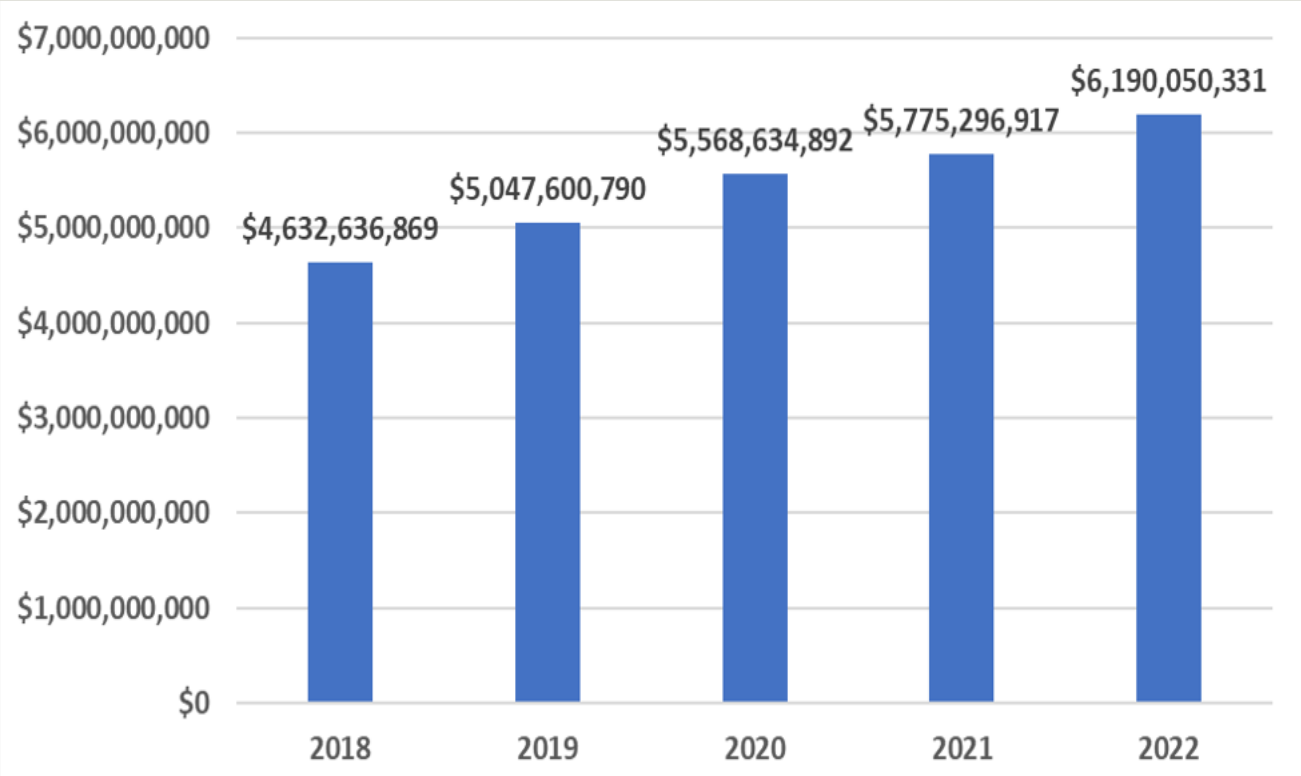
Fiscal Year	Levy Limit w/o Debt & Capital Exclusions	Maximum Levy Limit	Total Tax Levy	Excess Levy Capacity	Excess as a % of Maximum Levy
2019	\$57,521,943	\$59,397,799	\$59,375,238	\$22,560	0.04%
2020	\$64,738,724	\$66,629,218	\$66,627,306	\$1,911	0.00%
2021	\$66,981,117	\$68,878,709	\$68,877,944	\$765	0.00%
2022	\$69,288,556	\$71,196,790	\$71,171,656	\$25,134	0.04%

We continue to tax to the maximum allowed by law

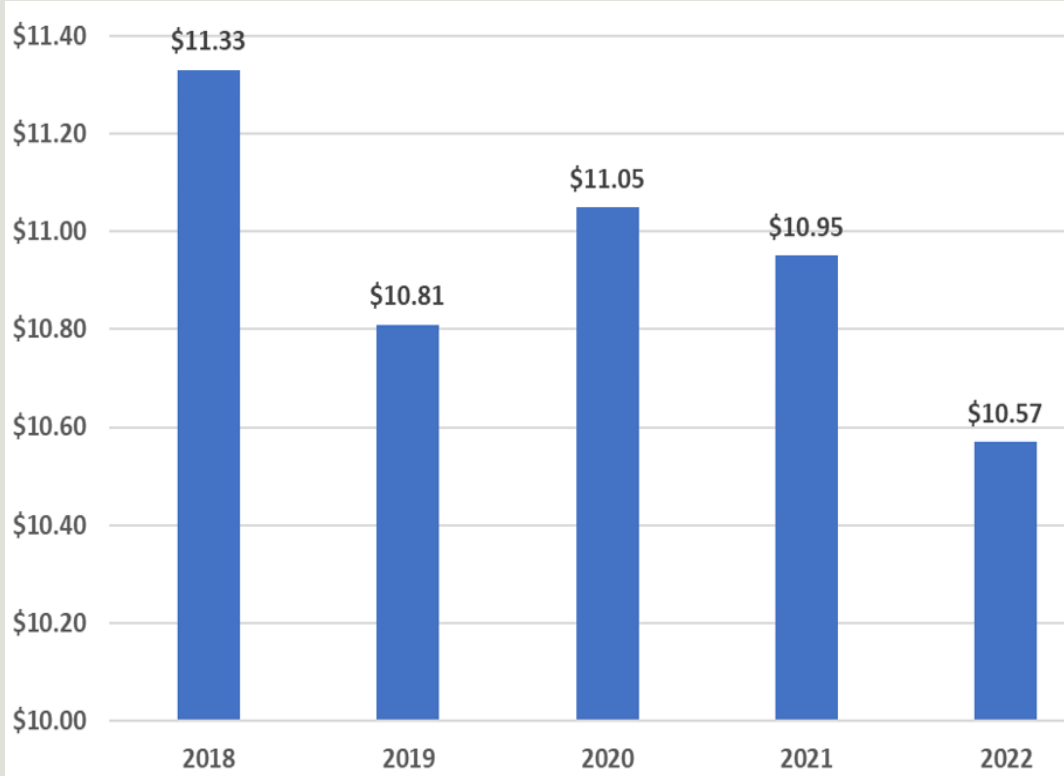


In Melrose, 92% of taxes are paid by residential property owners

As property values rise, tax rates fall



Total Value of Residential Properties in Melrose



Residential Property Tax Rate (per \$1K assessed value)

Attachment: Materials for December 8 A&O meeting (INFO-2023-12 : Update on free cash)

FY24 Tax Levy Limit Estimate (excluding debt exclusion amount):

Based on Prop. 2 1/2, Melrose’s tax levy will grow
approximately **\$2.3 M next year:**

FY23 Tax Levy Limit:	\$72 million
2.5% Increase:	\$1.8 million
New Growth*:	\$500,000

This is the additional amount we will have next year to support all departments across both City and Schools.

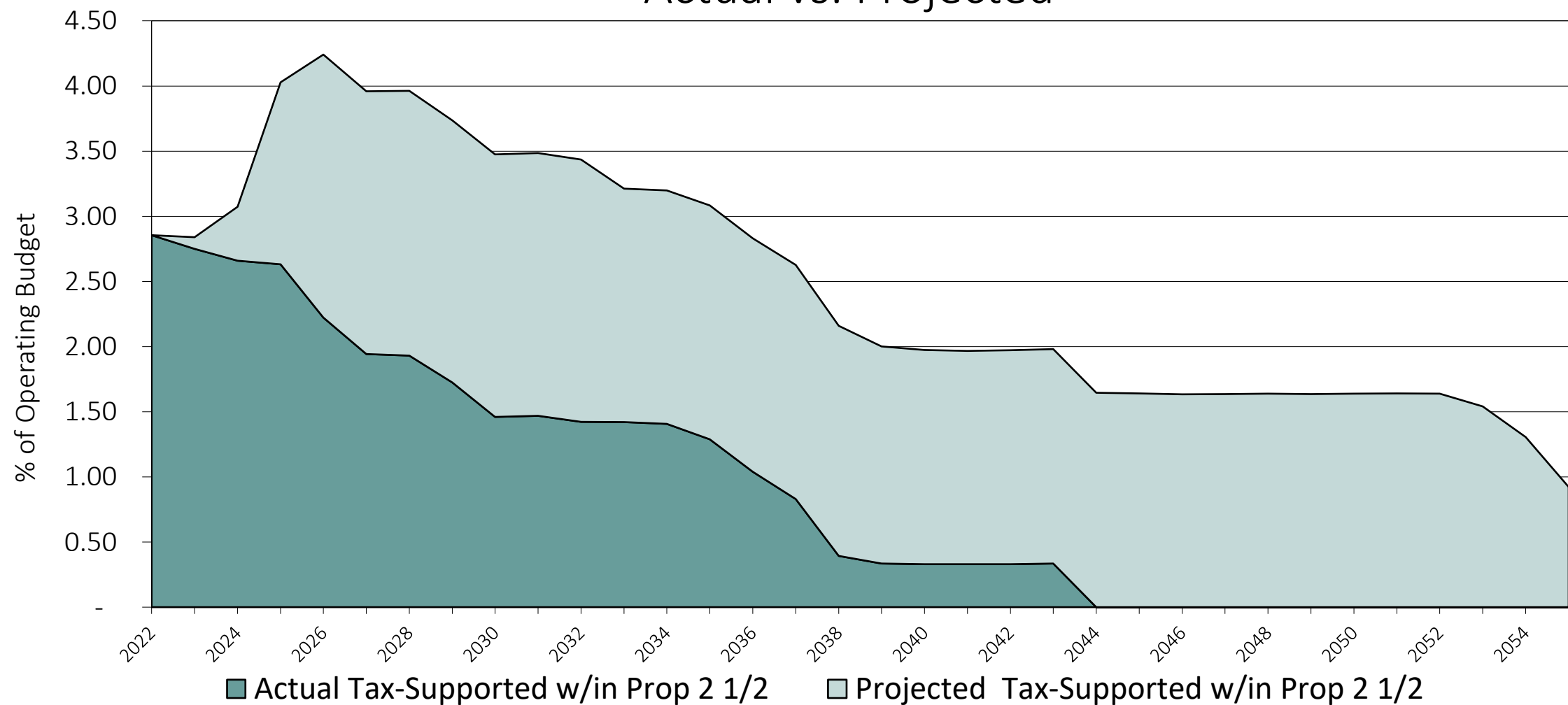
Capital Needs

- FY24-FY28 capital planning process has just kicked off with department heads
- Collins Center consultants will work with our Finance team to determine the City's financial capacity to fund capital and will create a multi-year Capital Investment Strategy
- School Department structural deficit will be factored into this plan
- In FY24 will prioritize most urgent capital needs (e.g., Police/Fire radios and antenna system)

Debt Management

- We continue to project new non-exempt debt will stay below our limit of 5% of operating budget.
- In the fiscal years ahead, we will still have borrowing capacity to bond necessary projects
- Any new exempt debt for a large project (e.g., Public Safety Buildings) would be outside of the Prop. 2 ½ limitation and would require a “debt exclusion” vote at the ballot.

Tax-Supported (“non exempt”) debt within Proposition 2 1/2 Actual vs. Projected



Attachment: Materials for December 8 A&O meeting (INFO-2023-12 : Update on free cash)

The Finance Team looks forward to returning in January to provide:

- Mid-year FY23 Budget update
- FY23 Free Cash (assuming certified by DOR)
- Mid-year update on Local Receipts
- Any updates regarding state funding

QUESTIONS?



PAUL BRODEUR
Mayor

CITY OF MELROSE

OFFICE OF THE MAYOR

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

MEMORANDUM

To: Melrose City Council/A&O Committee
From: Margot Fleischman, Director of Strategic Initiatives and Communication
Re: Update on FY22 Free Cash appropriations
Date: December 8, 2022

On behalf of Mayor Brodeur, I am pleased to present the Honorable City Council with a status update on the use of Fiscal Year 2022 Free Cash appropriations, as follows:

Order 2022-77: Memorial Hall Building Envelope (\$1,500,000)

The Memorial Hall Building Envelope Restoration Project is well underway. Construction is currently occurring simultaneously on all three primary elements of the project: the roof replacement, the window restoration, and the masonry repointing. The current projection is that the construction will be completed by June of 2023. So, in terms of expending the free cash portion of the funding for this project, the expectation is that the funding will be spent by the end of Fiscal Year 2023.

Order 2022-87: Police Chief Search (\$30,000) – complete

Order 2022-89: Police - Replacement hire cost (\$151,200)

Police Salary and Wages	\$63,000.00	complete
Police Firearms and Ammunition	\$3,600.00	complete
Police Uniforms	\$65,000.00	remaining balance is 24,422.87
Police Academy Tuition and Training	\$19,600.00	complete

Order 2022-108: Replacement Fred Green Turf (\$600,000)

There has been a delay at Weston and Sampson, due to the consultant who was working on the RFQ for Fred Green Field having retired. As of the end of November, Weston and Sampson has committed to delivering the pricing and RFQ to the City by the end of this week. Based on that timeframe, DPW would expect the bidding process to be moving forward promptly, with the objective for the field to be ready by the beginning of September 2023.

Order 2022-114 – DPW Easement (\$48,000) – complete

Order 2022-132 – Stabilization Balances (\$1,225,000) – complete

Order 2022-130 – Snow and Ice – (\$341,621.03) – complete

Attachment: Materials for December 8 A&O meeting (INFO-2023-12 : Update on free cash)

Order 2022-134 IT Phone System, Cameras & Social Media Archiving (\$270,000)

1. School VoIP project: \$100,000 of this cost is for the School Telephone Replacement project. Additionally, there were \$60,000 of implementation and engineering costs that were slated for this project. IT has not paid for all expenses related to this project.
2. Middle School Camera system: This project is in process. It is about 80% complete. IT just paid an invoice for roughly \$64,000 and will pay the rest after completion (roughly \$40,000).
3. Social Media Archiving: IT is working with City Solicitor Phillips and other Department Heads and School Admin staff who have social media accounts to get control of them and get them archived in our new system. \$20,000 of this has been paid to Jatheon for the software.

Order 2022-135: DPW

1. New Vehicles (\$482,000.00) – This funding, along with another \$90K in free cash from the Sewer Enterprise Fund, was for replacement of six vehicles: Roll-off (#17), three light dump trucks (#33, 55, and 57), and two pick-up trucks (#39 and 46). To date, we have ordered the new roll-off vehicle, with expected delivery in spring 2023, as well as the two pick-up trucks. Following extensive research on electric and hybrid vehicle options, we determined that the only vehicle that could be electric was one of the pick-up trucks that will not be used for plowing snow. Therefore, one of the two pick-up trucks we have ordered is a Ford Lightning. For the remaining three light dump trucks, we have been working with multiple state vendors to identify available new vehicles that meet our specifications and hope to successfully complete those orders within the next two months.
2. Trees (\$70,000) – This money is for tree planting in spring 2023 and thus has not yet been spent. We planted about 100 trees in fall 2022 using most of the remainder of the prior free cash allocation.
3. Traffic Calming (\$70,404.57) – we have ordered RFBs for the first list of locations that we prioritized, which totaled about \$50K of the approx. \$70K allocation. We are awaiting delivery.
4. MHS Bathrooms Design (\$150,000) – we are working on an RFQ to hire a design consultant, which we hope to have out by January 2023.
5. Cemetery lowering device (\$10,620.65) – this item has been purchased and the allocation is spent.

Order 2022-136: Recreation – Vehicle, Software, Community Services (\$75,967.40)

1. Rec Vehicle (\$47,077.40) – Rec Department is in the process of having its order filled for a 2023 Ford F-150 Lightning. Ford is currently completing a custom build and delivery is expected in February or March of 2023. Upon delivery we will be paying the invoice in full. After the disbursement for the recreation vehicle all funds will be exhausted.
2. Recreation Online Registration Software (\$10,000) – These funds have been expended and Rec has launched our new online registration system called Civic Rec. You can view the new system on the Recreation website.
3. COA fobs and media repair (\$13,890) – COA Director Minchello is working to repair the speaker; the latest attempt is in the final stages with an upcoming repair date. She is coordinating on the

media equipment and the fobs with the IT Department and has options and quotes for listening devices but is waiting to purchase in case it is best to tie into the virtual technologies.

4. Memorial Hall elevator controls (\$5,000) – The elevator software upgrade groundwork was completed in November (10% of the project). The software had technical issues so the installation of the software is anticipated to start in January 2023.

Order 2022-137: School – Medicaid reimbursement (\$75,000); Microscopes, Curriculum, Uniforms, Golf Cart (\$192,000)

1. Medicaid Reimbursement \$75,000 – **complete** – These funds were received and applied to the general FY22 operating budget as an offset as budgeted.
2. Literacy Curriculum (Savvas) (\$100,000) – \$99,980.39 has been expended – Elementary English language Arts materials have been purchased and received. The total program cost is \$449,883.61. MPS was awarded a competitive grant in the amount of \$179,943.74. The District will request an additional contribution from the City in the amount of \$169,959.48 for FY24.
3. Microscopes (\$30,000) – In progress, funds have been encumbered based on a quote for \$28,716.75.
4. Utility Vehicle (\$12,000) – In progress, gathering three quotes from vendors.
5. Uniform Replacement (\$50,000) – In progress, approximately \$24,695.77 has been encumbered based on quotes/invoices.

Order 2022-138 Various Departments (\$76,400)

1. Health and Human Services Department (rodent control \$28,000) – grant funds were received to allow this project to move forward without using City funds.
2. City Solicitor (professional services \$25,000) – funds have been expended.
3. Auditor's Office (office equipment \$10,000) - \$ 556.74 has been expended to-date, with the remaining amount available for this Fiscal Year for any department(s) with a need for new furniture.
4. Fire Department (mattresses \$10,000) – The Fire Department ordered the replacement of 20 bedding materials throughout all 3 fire stations from Mattress Firm. At the end of the week of November 14th, all materials were received and distributed throughout the stations. According to the FD Finance Administrator, the firefighters are very grateful that we were able to do this for them. She is awaiting the invoice from Mattress Firm which will be paid upon receipt.
5. Elections Department (equipment and banner \$3400) – \$3,93.94 was expended for election banners. They were ordered, invoiced/paid and used in the last two elections. According to the City Clerk, these have been very well received by voters.

Order 2022 – 133 Pine Banks Parking Lot paving (\$34,010.35)

Per the funding agreement between Malden and Melrose, the City of Malden has made an equal appropriation for this project; the Pine Banks Trustees are working with their engineering firm to finalize the project design based on this budget. They anticipate that the project will be done in Spring 2023.

CHART - 1	City of Melrose				
DRAFT	Ten Year General Fund Debt Plan Review				
12/5/2022	Department of Finance				
				Projected	
	<u>Year</u>	<u>Net Debt</u>	<u>5% Limit</u>	<u>Budget</u>	<u>Percent</u>
	2022	\$2,855,696	\$4,550,026	\$91,000,522	3.14%
	2023	\$2,839,293	\$4,762,804	\$95,256,080	2.98%
	2024	\$3,074,059	\$4,905,688	\$98,113,762	3.13%
	2025	\$4,028,867	\$5,052,859	\$101,057,175	3.99%
	2026	\$4,241,587	\$5,204,445	\$104,088,891	4.07%
	2027	\$3,959,412	\$5,360,578	\$107,211,557	3.69%
	2028	\$3,963,531	\$5,521,395	\$110,427,904	3.59%
	2029	\$3,735,853	\$5,687,037	\$113,740,741	3.28%
	2030	\$3,474,755	\$5,857,648	\$117,152,963	2.97%
	2031	\$3,486,111	\$6,033,378	\$120,667,552	2.89%
	Totals:	\$35,659,166	\$52,935,857		
	Average:	<u>\$3,565,917</u>	<u>\$5,293,586</u>		
	Variance:		<u>\$1,727,669</u>		
Note(s):	1. It is the current policy of the City of Melrose that the G/F net				
	non-exempt debt budget equate to approx. 5% of the Operating Budget.				
	2. The figures proposed can only be "estimates". Actual figures				
	will be developed as interest rates are locked in.				

CHART - 2		City of Melrose - 5% Debt Limit			
DRAFT		Ten Year General Fund Debt Plan Review			
		Department of Finance			
12/5/2022			5% Limit		
	<u>Year</u>	<u>Net Debt</u>		<u>Variance</u>	
Projected					
	2022	\$2,855,696	\$4,550,026	\$1,694,330	
	2023	\$2,839,293	\$4,762,804	\$1,923,511	
	2024	\$3,074,059	\$4,905,688	\$1,831,629	
	2025	\$4,028,867	\$5,052,859	\$1,023,992	
	2026	\$4,241,587	\$5,204,445	\$962,857	
	2027	\$3,959,412	\$5,360,578	\$1,401,165	
	2028	\$3,963,531	\$5,521,395	\$1,557,864	
	2029	\$3,735,853	\$5,687,037	\$1,951,184	
	2030	\$3,474,755	\$5,857,648	\$2,382,893	
	2031	\$3,486,111	\$6,033,378	\$2,547,267	
	Totals:	\$35,659,166	\$52,935,857		
	Average:	<u>\$3,565,917</u>	<u>\$5,293,586</u>		
	Variance:		\$1,727,669		
Note(s):	1. It is the current policy of the City of Melrose that the G/F net				
	non-exempt debt budget equate to approx. 5% of the Operating Budget.				
	2. The figures proposed can only be "estimates". Actual figures				
	will be developed as interest rates are locked in.				

ARPA Project Name	PROJECT TOTAL	FY22	FY23	FY24	FY25	Department	Type
ARPA - Consultant	\$ 10,000.00	\$ -	\$ -	\$ -	\$ -	Auditors	Admin
ARPA - Administration	\$ 4,500.00	\$ -	\$ 4,500.00	\$ -	\$ -	Auditors	Admin
Milano Center Health, Wellness, Accessibility	\$ 25,000.00	\$ 25,000.00	\$ -	\$ -	\$ -	COA	Infrastructure
Milano Center HVAC	\$ 218,729.00	\$ 218,729.00	\$ -	\$ -	\$ -	COA	Infrastructure
City Sidewalk Improvements - Ashland/Bay State/Burnett/Sycamore	\$ 750,000.00	\$ 250,000.00	\$ 250,000.00	\$ 250,000.00	\$ -	DPW	Infrastructure
Covid Sanitization-Custodial	\$ 65,000.00	\$ 65,000.00	\$ -	\$ -	\$ -	DPW	COVID Response
Labor Costs/Additional Cleaning and Sanitizing of Public Buildings	\$ 40,000.00	\$ 40,000.00	\$ -	\$ -	\$ -	DPW	COVID Response
Lead Water Service Inventory and Replacement Design	\$ 150,000.00	\$ 150,000.00	\$ -	\$ -	\$ -	DPW	Infrastructure
Traffic Calming Toolkit	\$ 28,300.00	\$ 28,300.00	\$ -	\$ -	\$ -	DPW	Infrastructure
Asset Management Software	\$ 106,000.00	\$ 106,000.00	\$ -	\$ -	\$ -	DPW	Infrastructure
Replacement Vehicle to Deliver Services	\$ 23,000.00	\$ -	\$ 23,000.00	\$ -	\$ -	DPW	Infrastructure
Fire Department Vehicles	\$ 120,000.00	\$ 120,000.00	\$ -	\$ -	\$ -	Fire	Public Safety
Public Safety Training Equipment	\$ 105,308.00	\$ 78,308.00	\$ -	\$ -	\$ 27,000.00	Fire	Public Safety
Fire Headquarters HVAC	\$ 35,000.00	\$ 35,000.00	\$ -	\$ -	\$ -	Fire	Infrastructure
Tremont Fire House Update	\$ 151,205.00	\$ -	\$ 151,205.00	\$ -	\$ -	Fire	Infrastructure
At-Home COVID tests	\$ 1,824.00	\$ 1,824.00	\$ -	\$ -	\$ -	Health	COVID Response
FT Social Service Coordinator*	\$ 200,330.00	\$ 12,235.00	\$ 72,900.00	\$ 75,789.00	\$ 39,406.00	Health	Community Mental Health and Wellness
IT Intern to Address COVID-19 Backlog of IT Infrastructure and Cybersecurity Project	\$ 26,000	\$ -	\$ 26,000	\$ -	\$ -	IT	COVID Response
Melrose Public Library HVAC Upgrades	\$ 500,000.00	\$ 500,000.00	\$ -	\$ -	\$ -	Library	Infrastructure
Economic Recovery Director*	\$ 290,081.00	\$ 31,762.00	\$ 101,785.00	\$ 103,930.00	\$ 52,604.00	Mayor's	Economic Recovery
Community Conversations Initiative	\$ 25,000.00	\$ -	\$ 25,000.00	\$ -	\$ -	Mayor's	Community Mental Health and Wellness
Small Business/Non-Profits/Cultural Sector Support	\$ 150,000.00	\$ -	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00	Mayor's	Economic Recovery
Addressing Food Insecurity	\$ 75,000.00	\$ -	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	Mayor's	Economic Recovery
Utility Arrearages	\$ 141,000.00	\$ -	\$ 141,000.00	\$ -	\$ -	Mayor's	Economic Recovery
Foss Park Basketball and Playground Upgrade	\$ 150,000.00	\$ 150,000.00	\$ -	\$ -	\$ -	Parks	Infrastructure
Amazing Grace Basketball Court	\$ 41,106.00	\$ -	\$ 41,106.00	\$ -	\$ -	Parks	Infrastructure
Police Department Vehicles	\$ 256,000.00	\$ 256,000.00	\$ -	\$ -	\$ -	Police	Public Safety
Community Mental Health Initiative	\$ 200,000.00	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00	Rec/Health	Community Mental Health and Wellness
Schools Revenue Loss Replacement	\$ 802,000.00	\$ 802,000.00	\$ -	\$ -	\$ -	Schools	COVID Response
COVID-19 Disinfection	\$ 128,000.00	\$ 128,000.00	\$ -	\$ -	\$ -	Schools	COVID Response
HVAC Study and Implementation of A/C addition at MVMMS	\$ 1,050,000.00	\$ -	\$ 1,050,000.00	\$ -	\$ -	Schools	Infrastructure
Schools Asbestos Abatement	\$ 90,000.00	\$ 90,000.00	\$ -	\$ -	\$ -	Schools	Infrastructure
School Department Closing FY22 Budget	\$ 774,697.00	\$ 774,697.00	\$ -	\$ -	\$ -	Schools	COVID Response
High School and Middle School Complex Elevators	\$ 594,000.00	\$ 594,000.00	\$ -	\$ -	\$ -	Schools	Infrastructure
TOTAL	\$ 7,327,080.00						
REMAINING UNCOMMITTED ARPA FUNDS	\$ 1,047,094.00						
<i>*Personnel costs are inclusive of health insurance and benefits</i>							



PAUL BRODEUR
Mayor

CITY OF MELROSE

OFFICE OF THE MAYOR

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

MEMORANDUM

To: Melrose City Council/A&O Committee
From: Margot Fleischman, Director of Strategic Initiatives and Communication
Re: Update on FY20 and FY21 Free Cash appropriations
Date: December 8, 2022

On behalf of Mayor Brodeur, I am pleased to present the Honorable City Council with a status update on the use of Free Cash appropriations from Fiscal years 2020 and 2021, as follows:

Of the Free Cash appropriations approved by Council in FY 2020 the follow appropriations remain open:

2020-70 Fire - SCBA Equipment (\$110,000) – awaiting final invoicing

2020-103 City Hall Generator (\$105,000.00) – design is complete and construction is in progress (see 2021-109)

2020-103 School Door update (\$300,000) – about half of this appropriation has been spent, and more of it committed for several other doors in the next few months, as well for new fob reader installations.

2020-103 Sylvan Street Drainage (\$129,000) – all funds have been encumbered for design and the project will be completed with FEMA approval as part of the TIP project.

2020-108 IT - Capital investments (\$295,104.60) – partially complete; used to pay for a projector replacement project at the Winthrop School that was completed and paid for. The \$225,000 was used to pay for a server upgrade project that we are only now implementing. There will be a remaining amount in the amount of \$56,601.43 that is being used for the Hoover projector replacement project in summer of 2023.

2020-109 DPW - Traffic Calming (\$75,000.00) – all funds have been encumbered for traffic controls and signalization upgrades at intersections throughout the City; a number of items, including 6 rapid flashing beacons, are on order and DPW is awaiting delivery.

2020-109 DPW - Cemetery Upgrades (\$50,000) – a portion of this appropriation funded the Cemetery records digitization project and the balance is going towards paving that will be done at various streets inside the Cemetery; DPW was awaiting FEMA feedback on a drainage issue and FEMA concerns have delayed a portion of the project; the remainder will be done in the spring.

2020-109 DPW- Sidewalk Repairs (\$151,676.55) –funds are encumbered; the paving company just finished the fall round of sidewalk repairs and will continue in the spring when all funds will be expended.

Attachment: FY20-21 Free Cash update (INFO-2023-12 : Update on free cash)

Of the Free Cash appropriations approved by Council in FY 2021 the follow appropriations remain open:

2021-109 DPW City Hall Generator (\$400,000) - project is in progress; concrete pad has been installed; most of the interior work will be done between now and when the generator arrives; lead times on the generator was in excess of 20 months; we are hoping to receive the generator by July 2023.

2021-131 HR - DEI initiative (\$100,000.00) – funded staff anti-discrimination training, managers investigations training, and ADA training for all department heads; HR is finalizing RFP for internal equity audit of City’s employment policies, procedures, benefit programs, department-specific practices; RFP will be issued in early January 2023 and remaining funds will be expended by the end of the Fiscal Year.

2021-130 Fire Department – Ambulance (\$265,000.00) – awaiting delivery

2021-133 Park Upgrades - Lebanon, Pickleball & Ell Pond (\$502,500) – Parks projects nearing completion with outstanding invoices remaining to be paid; landscaping, playground equipment and basketball court painting will happen in the spring; Ell Pond treatment is seasonal next treatment will be done in late June 2023

2021-134 Planning - Wayfinding Upgrades (\$50,000) – OPCD is on track to finalize the design, locations and text to be included on the signs for a spring 2023 installation. The funds will be spent before the end of FY2023.

2021-135 Police Vehicles & Radios (\$255,000.00) – vehicle has been purchased; remaining funds will be expended by the end of the Fiscal Year.

2021-136 DPW - Tree Plantings, Traffic Calming, Ell Pond Feasibility Study (480,243.00) - Ell Pond feasibility study is complete; traffic calming projects are moving ahead and funds are encumbered for traffic equipment; tree plantings are ongoing on a seasonal basis.

2021-138 School Improvements MSBA Hoover, Roosevelt Upgrades, High School Upgrades (\$825,000) - in progress, MSBA grant received and projects moving forward.

Attachment: FY20-21 Free Cash update (INFO-2023-12 : Update on free cash)



PAUL BRODEUR
Mayor

CITY OF MELROSE

OFFICE OF THE MAYOR

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

MEMORANDUM

To: Melrose City Council/A&O Committee
From: Margot Fleischman, Director of Strategic Initiatives and Communication
Re: INFO-2023-12: An Update on the Status and Usage of Free Cash in the City of Melrose
Date: January 30, 2023

As a follow-up to the Appropriations and Oversight Committee meeting of December 8, 2022, I am pleased to provide the Honorable City Council with a revised presentation on the use of prior years' Free Cash appropriations, including reports on the expenditures incurred and status updates for all FY20-FY22 Free Cash requests.

Project tracking

Department heads were asked last November to provide status updates for all outstanding projects funded with Free Cash appropriations for FY20-FY22. This information was compiled and presented in memo format to the Appropriations and Oversight Committee in advance of their December meeting.

In response to feedback from Councilors, and to assist with reporting on these projects going forward, Assistant Auditor Kerri Golden and I have transferred the information provided in December into the accompanying spreadsheet. Assistant Auditor Golden has reviewed the information that was provided in the fall and has updated it to reflect the current balances and any additional expenditures that have occurred since then. We will continue to track progress for these projects on a regular basis and will have a further update for the Council in conjunction with the FY24 budget presentation and FY23 Free Cash requests.

As you are aware, I am unfortunately unable to attend the Appropriations and Oversight Committee meeting on Monday, January 30. However, should Councilors have any project-specific questions, please do not hesitate to contact me and I would be happy to coordinate with department heads on providing the information you require.

Attachment: Free Cash Update to City Council January 2023 (INFO-2023-12 : Update on free cash)

Order	Category	Project Name	FY20 Appropriation	FY21 Appropriation	FY22 Appropriation	Balance	Project Notes
2020-70	Capital	Fire Department Pumper	\$ 519,925.00			\$ -	Complete
2020-70	Capital	Fire Station Floor Repair	\$ 100,000.00			\$ -	Complete
2020-70	Capital	Fire - SCBA Equipment	\$ 110,000.00			\$ 20,318.00	Fire Department recently put an order through to spend the rest of the free cash (\$20,318) which will provide the Department with 3 more Air Packs as well as 2 more face pieces. According to our sales representative from Fire Tech & Safety of New England, Inc., the estimated ship date is April 4, 2023. Once these items have been received, we can move forward with processing the payment and closing out this Free Cash Purchase Order (#20221020). Grant funds and state earmarks will be used to complete purchase of all equipment needed to fully replace all SCBA equipment.
2020-71	Operational	Library Elevator Repair	\$ 50,160.00			\$ -	Complete
2020-96	Savings	Stabilization Balances	\$ 2,500,000.00			\$ -	Complete
2020-103	Capital	City Hall Generator	\$ 105,000.00			\$ 13,545.01	Design is complete and construction is in progress (see 2021-109)
2020-103	Capital	School Door update	\$ 300,000.00			\$ 159,545.03	About half of this appropriation has been spent, and more of it committed for several other doors in the next few months, as well for new fob reader installations.
2020-103	Capital	Sylvan Street Drainage	\$ 129,000.00			\$ 105,840.70	DPW has signed a contract with Weston and Sampson for preliminary design for modeling and developing alternatives. This will inform the second phase of design which will be contracted separately. The remainder of this appropriation will be encumbered by the end of FY23.
2020-103	Capital	School Security	\$ 45,000.00			\$ -	Complete
2020-104	Operational	Fire - OT	\$ 80,000.00			\$ -	Complete
2020-104	Operational	Fire - Motor Vehicle Repairs	\$ 30,000.00			\$ -	Complete
2020-104	Capital	Fire - Ice Rescue Sled	\$ 4,200.00			\$ -	Complete
2020-106	Operational	Police - OT	\$ 25,000.00			\$ -	Complete
2020-106	Operational	DEI- Training	\$ 26,000.00			\$ -	Complete
2020-106	Capital	Police Vehicles	\$ 144,714.85			\$ -	Complete
2020-108	Capital	IT - Capital investments	\$ 295,104.60			\$ 56,601.34	Partially complete; used to pay for a projector replacement project at the Winthrop School that was completed and paid for. The \$225,000 was used to pay for a server upgrade project that we are only now implementing. There will be a remaining amount in the amount of \$56,601.43 that is being used for the Hoover projector replacement project in summer of 2023.
2020-108	Operational	DEI- Training	\$ 14,000.00			\$ -	Complete
2020-109	Capital	DPW - Traffic Calming	\$ 75,000.00			\$ 30,353.14	All funds have been encumbered for traffic controls and signalization upgrades at intersections throughout the City; a number of items, including 6 rapid flashing beacons, are on order and DPW is awaiting delivery
2020-109	Capital	DPW - Cemetery Upgrades	\$ 50,000.00			\$ 47,000.00	A portion of this appropriation funded the Cemetery records digitization project and the balance is going towards paving that will be done at various streets inside the Cemetery; DPW was awaiting FEMA feedback on a drainage issue and FEMA concerns have delayed a portion of the project; the remainder will be done in the spring.
2020-109	Capital	DPW- Sidewalk Repairs	\$ 151,676.55			\$ 20,296.77	Funds are encumbered; the paving company just finished the fall round of sidewalk repairs and will continue in the spring when all funds will be expended.
2020-109	Capital	DPW - Tree Plantings	\$ 55,000.00			\$ -	Complete
2020-110	Operational	School- Medicaid	\$ 77,500.00			\$ -	Complete
2020-110	Operational	Pine Banks Upgrade	\$ 1,800.00			\$ -	Complete
2021-43	Operational	HR - Comp Study		\$ 50,000.00		\$ -	Complete
2021-52	Operational	School - Essex Agri Assessment		\$ 39,757.00		\$ -	Complete
2021-52	Capital	Police - Gun & Ammo Upgrade		\$ 26,000.00		\$ -	Complete
2021-52	Operational	Inspectional Services		\$ 27,500.00		\$ -	Complete
2021-62	Operational	Police - New Hires		\$ 55,300.00		\$ -	Complete
2021-109	Capital	Generator		\$ 400,000.00		\$ 400,000.00	Project is in progress; concrete pad has been installed; most of the interior work will be done between now and when the generator arrives; lead times on the generator was in excess of 20 months; we are hoping to receive the generator by July 2023.
2021-109	Operational	School Medicaid		\$ 75,000.00		\$ -	Complete
2021-109	Operational	School - Essex Agri Assessment		\$ 20,833.00		\$ -	Complete
2021-109	Operational	Fire MV repairs		\$ 40,000.00		\$ -	Complete
2021-109	Operational	Fire - OSHA software		\$ 12,000.00		\$ -	Complete
2021-109	Operational	Inspectional Service - Permit Software		\$ 16,000.00		\$ -	Complete
2021-109	Operational	Treasurer-Collector - Cash Module Software		\$ 41,000.00		\$ -	Complete
2021-110	savings	Stabilization Balances		\$ 1,150,000.00		\$ -	Complete
2021-115	Operational	City Clerk - Staffing Costs		\$ 14,650.00		\$ -	Complete
2021-129	savings	Affordable Housing Trust		\$ 75,000.00		\$ -	Complete
2021-130	Capital	Fire Department - Ambulance		\$ 265,000.00		\$ 265,000.00	Ordered, awaiting delivery

Order	Category	Project Name	FY20 Appropriation	FY21 Appropriation	FY22 Appropriation	Balance	Project Notes
2021-131	Operational	HR - DEI initiative		\$ 100,000.00		\$ 90,074.00	Used for staff anti-discrimination training, managers investigations training, and ADA training for all department heads; remaining funds are allocated to conduct the internal equity audit of City employment policies, procedures, benefit programs, department-specific practices. HR has issued a RFP for consulting services with anticipated start date of March 2023.
2021-132	Capital	IT Upgrades		\$ 200,000.00		\$ -	Complete
2021-133	Capital	Park Upgrades - Lebanon, Pickleball & Ell Pond		\$ 502,500.00		\$ 124,947.77	Parks projects nearing completion with outstanding invoices remaining to be paid (\$102,193 balance); landscaping, playground equipment and basketball court painting will happen in the spring; Ell Pond treatment (\$22,755 balance) is seasonal next treatment will be done in late June 2023.
2021-134	Capital	Planning - Wayfinding Upgrades		\$ 50,000.00		\$ 50,000.00	OPCD is on track to finalize the design, locations and text to be included on the signs for a spring 2023 installation. The funds will be spent before the end of FY2023.
2021-135	Capital	Police Vehicles & Radios		\$ 255,000.00		\$ 126,000.00	Police vehicle has been purchased; remaining funds will be expended by the end of the Fiscal Year.
2021-136	Capital	DPW - Tree Plantings, Traffic Calming, Ell Pond Feasibility Study		\$ 480,243.00		\$ 100,655.77	Ell Pond feasibility study is complete; traffic calming projects are moving ahead and funds are encumbered for traffic equipment; tree plantings are ongoing on a seasonal basis.
2021-137	Operational	Snow & Ice		\$ 270,000.00		\$ -	Complete
2021-138	Capital	School Improvements MSBA Hoover, Roosevelt Upgrades, High School Upgrades,		\$ 825,000.00		\$ 449,724.93	In progress, MSBA grant received and projects moving forward.
2021-139	Capital	Veterans Honor Roll Upgrade		\$ 30,000.00		\$ -	Complete
2022-77	Capital	Memorial Hall Envelope			\$ 1,500,000.00	\$ 1,500,000.00	The Memorial Hall Building Envelope Restoration Project is well underway. Construction is currently occurring simultaneously on all three primary elements of the project: the roof replacement, the window restoration, and the masonry repointing. The current projection is that the construction will be completed by June of 2023. In terms of expending the free cash portion of the funding for this project, the expectation is that the funding will be spent by the end of Fiscal Year 2023.
2022-87	Operational	Police Chief Search			\$ 30,000.00	\$ -	Complete
2022-89	Operational	Police - Replacement hire cost			\$ 151,200.00	\$ 23,591.87	Police Salary and Wages is complete; Police Firearms and Ammunition is complete; Police Academy Tuition and Training is complete; Police Uniforms has a remaining balance and we are expecting invoices to be paid by the end of the Fiscal Year.
2022-108	Capital	Replacement Fred Green Turf			\$ 600,000.00	\$ 600,000.00	There has been a delay at Weston and Sampson, due to the retirement of the consultant who was working on the RFQ for Fred Green Field. As of the end of November, Weston and Sampson has committed to delivering the pricing and RFQ to the City by the end of this week. Based on that timeframe, DPW would expect the bidding process to be moving forward promptly, with the objective for the field to be ready by the beginning of September 2023.
2022-114	Operational	DPW Easement			\$ 48,000.00	\$ -	Complete
2022-130	Operational	Snow & Ice			\$ 341,621.03	\$ -	Complete
2022-132	savings	Stabilization Balances			\$ 1,225,000.00	\$ -	Complete
2022-133	Capital	Pine Banks - Paving Parking Lot			\$ 34,010.35	\$ 34,010.35	Per the funding agreement between Malden and Melrose, the City of Malden has made an equal appropriation for this project; the Pine Banks Trustees are working with their engineering firm to finalize the project design based on this budget. They anticipate that the project will be done in Spring 2023.
2022-134	Capital	IT Phone System, Cameras & Social Media Archiving			\$ 270,000.00	\$ 165,119.00	School VoIP project: \$100,000 of this cost is for the School Telephone Replacement project. Additionally, there were \$60,000 of implementation and engineering costs that were slated for this project. IT has not paid for all expenses related to this project. Middle School Camera system: This project is in process. It is about 80% complete. IT just paid an invoice for roughly \$64,000 and will pay the rest after completion (roughly \$40,000). Social Media Archiving: IT is working with City Solicitor Phillips and other Department Heads and School Admin staff who have social media accounts to get control of them and get them archived in our new system. \$20,000 of this has been paid to Jattheon for the software.
2022-135	Capital	DPW - New Vehicles			\$ 482,000.00	\$ 482,000.00	This funding, along with another \$90K in free cash from the Sewer Enterprise Fund, was for replacement of six vehicles: Roll-off (#17), three light dump trucks (#33, 55, and 57), and two pick-up trucks (#39 and 46). To date, we have ordered the new roll-off vehicle, with expected delivery in spring 2023, as well as the two pick-up trucks. Following extensive research on electric and hybrid vehicle options, we determined that the only vehicle that could be electric was one of the pick-up trucks that will not be used for plowing snow. Therefore, one of the two pick-up trucks we have ordered is a Ford Lightning. For the remaining three light dump trucks, we have been working with multiple state vendors to identify available new vehicles that meet our specifications and hope to successfully complete those orders within the next two months.
2022-135	Capital	DPW - trees			\$ 70,000.00	\$ 70,000.00	This money is for tree planting in spring 2023 and thus has not yet been spent. We planted about 100 trees in fall 2022 using most of the remainder of the prior free cash allocation.
2022-135	Capital	DPW - Traffic Calming			\$ 70,404.57	\$ 21,763.37	DPW has ordered RRFs for the first list of locations that we prioritized, which totaled about \$50K of the approx. \$70K allocation. We are awaiting delivery.
2022-135	Capital	DPW - Study MHS bathrooms			\$ 150,000.00	\$ 150,000.00	DPW is working on an RFQ to hire a design consultant, which we hope to have out by January 2023.
2022-135	Capital	DPW - Cemetery Equipment			\$ 10,620.65	\$ -	Complete. This item has been purchased and the allocation is spent.

Order	Category	Project Name	FY20 Appropriation	FY21 Appropriation	FY22 Appropriation	Balance	Project Notes
2022-136	Capital	Recreation - Vehicle, Software - Comm Services Team			\$ 75,967.40	\$ 65,967.40	Rec Vehicle (\$47,077.40) – Rec Department is in the process of having its order filled for a 2023 Ford F-150 Lightning. Ford is currently completing a custom build and delivery is expected in February or March of 2023. Upon delivery we will be paying the invoice in full. After the disbursement for the recreation vehicle all funds will be exhausted. Recreation Online Registration Software (\$10,000) – These funds have been expended and Rec has launched our new online registration system called Civic Rec. You can view the new system on the Recreation website. COA fobs and media repair (\$13,890) – COA Director Minchello is working to repair the speaker; the latest attempt is in the final stages with an upcoming repair date. She is coordinating on the media equipment and the fobs with the IT Department and has options and quotes for listening devices but is waiting to purchase in case it is best to tie into the virtual technologies. 4. Memorial Hall elevator controls (\$5,000) – The elevator software upgrade groundwork was completed in November (10% of the project). The software had technical issues so the installation of the software is anticipated to start in January 2023.
2022-137	Capital	School - Microscopes, Curriculum, Uniforms, Golf Cart			\$ 192,000.00	\$ 92,019.61	Literacy Curriculum (Savvas) (\$100,000) – \$99,980.39 has been expended – Elementary English language Arts materials have been purchased and received. The total program cost is \$449,883.61. MPS was awarded a competitive grant in the amount of \$179,943.74. The District will request an additional contribution from the City in the amount of \$169,959.48 for FY24. Microscopes (\$30,000) – In progress, funds have been encumbered based on a quote for \$28,716.75. Utility Vehicle (\$12,000) – In progress, gathering three quotes from vendors. Uniform Replacement (\$50,000) – In progress, approximately \$24,695.77 has been encumbered based on quotes/invoices.
2022-137	Operational	School - Medicaid			\$ 75,000.00	\$ -	These funds were received and applied to the general FY22 operating budget as an offset as budgeted.
2022-138	Operational	Various Departments - Operating costs			\$ 76,400.00	\$ 13,118.76	Health and Human Services Department (rodent control \$28,000) – grant funds were received to allow this project to move forward without using City funds. City Solicitor (professional services \$25,000) – funds have been expended. Auditor's Office (office equipment \$10,000) - \$ 556.74 has been expended to-date, with the remaining amount available for this Fiscal Year for any department(s) with a need for new furniture. Fire Department (mattresses \$10,000) – The Fire Department ordered the replacement of 20 bedding materials throughout all 3 fire stations from Mattress Firm. At the end of the week of November 14th, all materials were received and distributed throughout the stations. According to the FD Finance Administrator, the firefighters are very grateful that we were able to do this for them. She is awaiting the invoice from Mattress Firm which will be paid upon receipt. Elections Department (equipment and banner \$3400) – \$3,93.94 was expended for election banners. They were ordered, invoiced/paid and used in the last two elections. According to the City Clerk, these have been very well received by voters.



CITY OF MELROSE

DEPARTMENT OF PUBLIC WORKS

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

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

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

MEMORANDUM

Date: June 2, 2022

To: Mayor Paul Brodeur

From: Elena Proakis Ellis, Director of Public Works

cc: Patrick Dello Russo, CFO/Auditor
Margot Fleishmann, Director of Strategic Initiatives

Subject: Free Cash Request – Traffic Calming

The Department of Public Works respectfully requests \$70,404.57 of free cash to put toward traffic calming/traffic control devices. We have had many additional requests for Rectangular Rapid Flashing Beacon (RRFB) pushbutton crosswalk devices and solar speed feedback signs. We also make traffic safety improvements on our capital projects when the opportunities arise, such as reconfiguring intersections to narrow crossing distances or to improve compliance with speed regulations. The requested free cash will be used to fund additional requests that have not yet been met. Requests will be prioritized based on feedback from the police department and available speed and volume data.

Status Update on Past Traffic Calming Measures

Over the last several years, the City has accepted mitigation money related to rideshare services, in addition to allocating free cash funds to traffic calming measures. These funds, oftentimes in combination with other grant funding and roadway improvement allocations such as Chapter 90 funds, Complete Streets grants, and road bonds, have been used to implement a variety of traffic calming and safety improvement measures. The information below summarizes the notable achievements to date through these programs.

Rectangular Rapid Flashing Beacons

Crosswalk pushbutton signals provide additional visual queues to drivers of pedestrians entering a crosswalk. These signals have now been installed in the following locations:

- Howard Street at Nelson/Ruggles (2 sets)
- Grove at Larrabee/Whitman
- West Wyoming at Berwick
- Main Street just north of Lynn Fells Parkway near Linden
- Main Street near McCarthy House, south of Franklin Street
- Main Street at Boardman Ave.
- Main Street at Highland Ave.

*Traffic Calming Free Cash Request**Page 2**June 2, 2022*

- Upham at Gooch
- Upham near Simonds/gas station
- Franklin near Ashcroft
- Wyoming Ave. at Lincoln School
- Franklin Street at Vinton Street
- Vinton Street at Orris Street
- Franklin Street at Botolph Street

Solar Speed Feedback Signs

These signs show drivers their speeds and provide messages such as “too fast” or “thank you” depending on the vehicle’s speed. They have been installed at the following 12 locations to date:

- Upham Street westbound
- Howard Street eastbound
- Grove Street between Main and Lebanon
- Main Street north side coming in from Wakefield
- Lebanon Street northbound across from Wyoming Cemetery
- Washington Street coming in from Malden
- Forest Street between coming in from Malden before Lebanon Street
- Warwick Road heading south
- Franklin Street coming in from Stoneham
- West Wyoming Avenue coming in from Stoneham
- South Main Street northbound
- South Main Street southbound

Accessible Curb Ramps

New accessible curb ramps have been added at all locations where sidewalk work was done as part of our capital roadway improvements program. In addition to those locations, new accessible ramps were added at individual locations around the City where a new crosswalk was being added (after approval by the Melrose Traffic Commission) or at high pedestrian volume locations where ramps were previously missing. The following curb ramps have been added in the past several years:

- Upham at gas station (pre-existing crosswalk missing ramps)
- Washington Street at Little Sprouts (new crosswalk)
- Sylvan Street at Mount Vernon (new crosswalk)
- Lebanon Street at Appleton (new crosswalk)
- Lebanon Street at Beech (new crosswalk)
- Howard Street at Carlida (new crosswalk)
- Upham Street at all cross streets on westbound side (existing crossings)
- Warwick Road at Maple (new crosswalk)
- Warwick Road at Stevens (new crosswalk)
- Upham Street at Dell (new crosswalk)

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- Grove Street at Dell (new crosswalk)
- Pleasant Street at Everett (new crosswalk)
- Pleasant Street at Converse Lane (new crosswalk)
- Sylvan Street at Ryder (new crosswalk)
- Shadow Street at Washington (existing crossing)

In addition, the following locations were previously approved for ramp work and some are partially complete. These will be completed during the 2022 construction season:

- Grove Street at Linwood (new crosswalk)
- Franklin Street near Warren (new crosswalk)
- Sunset Street at Howard (existing crossing)

Intersection Modifications

Intersections that were deemed to pose safety concerns due to their being either too large or having unclear or unsafe traffic patterns have been modified in the following locations:

- Howard Street at Green (roundabout location)
- Howard Street at Elm
- Poplar Street at Prospect
- Poplar Street at Emerson
- Warwick Road at Dyer
- Warwick Road at Sears
- Warwick Road at Stevens
- Foster Street at Cottage
- Echo Street at Whitman
- Glendower Road at Whitman

Sidewalk Additions

Lastly, sidewalks have been added in locations where they were previously lacking or incomplete on the following streets:

- Altamont Avenue
- Spear Street
- Hancock Street
- Whitman Avenue
- Echo Street
- Glendower Road
- Park Street
- Woodland Avenue (partially completed; to be finished this construction season)

These locations are in addition to sidewalk repairs or improvements on roads included in our capital program.

*Traffic Calming Free Cash Request**Page 4**June 2, 2022*

We appreciate the funding that has been allocated by the Council to these programs in the past to supplement our grant and bond-funded projects. We are hopeful that traffic calming funds will continue to be allocated to assist with additional requests that have not yet been met.

Thank you for your consideration of this request.

Questions received from Councilors for INFO-2023-12:
An Update on the Status and Usage of Free Cash in the City of Melrose

Question from Councilor Migliorelli: *DEI initiatives (2020-106, 2020-108, 2021-131): Can I see exactly what was spent from these accounts? Details on the actual vendors/projects this money was spent on?*

Answers from HR Director Polina Latta:

2020-106	Operational	DEI- Training	\$	26,000.00
2020-108	Operational	DEI- Training	\$	14,000.00

These funds were used to pay for Visions, Inc. for the Racial Climate Assessment Study. The full cost of \$39, 906 was paid on 5/23/2022 once the study was completed. The full report is available at

www.cityofmelrose.org/sites/g/files/vyhlif3451/f/uploads/melrose_pp_survey_may_2022.pdf.

2021-131 – HR-DEI initiative

1. DEI trainings invoiced to-date (\$10,200)

- [Anti-Harassment and Anti-Discrimination Training for City Employees and Supervisors](#)
- [Managers Investigations Training- September 2022](#) BRODY HARDOON PERKINS KESTEN LLP- \$9,900* (*The price was negotiated as one package for both trainings)

All City employees, including Public Safety employees, received overview of their rights and responsibilities related to all forms of discrimination, including disparate treatment, micro-aggressions, hostile work environment, and discriminatory remarks in the workplace, among some. The certified MCAD trainers described the process of filing a complaint and the appropriate state and federal enforcement agencies that may be involved. A special segment of the trainings was focused on the managers' and supervisors' role in recognizing, curbing and addressing the behavior and the complaint in a timely manner.

The Managers Investigations Training focused on proper steps to conduct effective discipline, civil rights, and personnel investigations, interview witnesses, gather evidence, analyze facts and effectively communicate the determinations. It presented best practices, mistakes to avoid and employer's legal obligations. Providing such critical trainings will help mitigate the significant risks of violations and reduce the liability of the employer of costly complaints and avoid litigations.

- [ADA Training –November 2022 INSTITUTE FOR HUMAN CENTERED DESIGN INC -\\$300](#)

The New England ADA Center to conducted a training to raise awareness of the Americans with Disabilities Act (ADA), ensure that managers comply with the fundamental employment aspects (Title I) of this civil rights law, address key requirements applicable to local government (Title II) and complement the current efforts the City has taken towards ADA Self –Assessment. The training covered the definition of disability, disability etiquette and awareness, the process of reasonable accommodation, conduct issues as well as administrative requirements that municipalities have, program accessibility, service animals and effective communications. It also provided helpful resources that support employers in providing equal opportunities for employees to fully participate and benefit in the workplace.

2. Equity Assessment and DEI Training Series RFP (not to exceed \$85,000) issued January 24, 2023

City of Melrose has issued a RFP for a consultant to conduct a comprehensive assessment of the City's employment policies, procedures, benefit programs, Department specific practices and procedures, City specific policies, outreach and engagement practices, and system-wide communication methods, which may inadvertently contribute to different treatment, experiences and opportunities for staff and residents due to their identity. The equity assessment will focus on diversity of their race, ethnicity, gender, disability, age, sexual orientation, gender identity, religion, nation origin, or other socio-culturally factors, etc. By fully understanding the challenges, we are looking to identify best practices, determine our short- and long-term goals and align our resources to meet the needs of the workforce and community and thus create a more equitable system that supports the success of all stakeholders.

A final comprehensive written report of the equity assessment detailing its process, analysis of the gaps and disconnects between the current and future/desired state of the City, and opportunities to build upon. The report will include recommendations for embedding new inclusive policies and practices into the organization's culture and into all function areas, and a strategic plan for how to implement the recommendations and changes.

Additionally, the City is looking to develop interactive and implementation-focused DEI training series for our employees and leadership that reinforce existing initiatives, bridge gaps identified by the equity assessment and further complement our efforts to develop practical skills, common language and deeper understanding for our staff to advance their intercultural competency. Integrating DEI in all levels of the organization, and becoming part of everyone job would set the building blocks for a sustainable change.

The City's RFP can be viewed at www.cityofmelrose.org/sites/g/files/vyhlif3451/f/uploads/equity_assessment_and_training_series_rfp_final_01242023_2.pdf. Responses are due by February 24, 2023, at 12 p.m. Pending

the selection of a qualified consultant, the equity assessment and training initiative is anticipated to start this March and be concluded within a year.

3. GARE membership

Funds will be used to pay for the City's membership in the Government Alliance for Racial Equity (GARE) www.racialequityalliance.org, for which we are completing the application process.

Questions from Councilor Williams:

1. ORDER 2020-109, 2021-136, and 2022-135 contain "Traffic Calming" but none actually list any traffic calming devices. It seems like they are all spent on intersection signals and rapid flashing beacons. Can you please explain whether any actual traffic calming devices (speed humps, bump-outs, planters) have been purchased with these funds? Or, if you're aware of those purchases with other funds. Can you explain why this line item is mislabeled?

Answers from DPW Director Elena Proakis-Ellis (also, see accompanying memo from June 2, 2022):

Over the years I have been in Melrose (since 2015), we have called this annual allocation by different names – traffic safety, traffic calming, traffic control devices, etc. These funds have been used each year for a number of items that relate to traffic safety, including the purchase and installation of RRFBs (as Councilor Williams has noted), the purchase and installation of solar speed feedback signs, the addition of new crosswalks with accessible curb ramps and signage, intersection modifications, and complete streets elements of capital projects already underway. Last year when requesting this free cash item I had put together the attached memo summarizing the many items that have been accomplished through the use of this money, along with Rideshare funds and other funding sources, and our intentions to use this newly requested money similarly.

We have separately allocated ARPA funds toward the Neighborways Traffic Calming Toolkit project and have obtained a Shared Streets grant from MassDOT for the purchase of traffic calming pilot devices (speed humps, etc.) We were not permitted to spend the Shared Streets money until recently, and we will decide what to spend in concert with our Neighborways consultants [for more on the Neighborways, see questions related to ARPA projects].

2. Order 2021-136 combines "tree plantings, traffic calming, Ell Pond feasibility study." Can you please provide the specific expenditures and progress indicators for all three of those categories separately? Again on line 46, there is mention of "traffic equipment" and "traffic calming projects are moving ahead." [remainder of this question is addressed in the ARPA questions document]

Answer from DPW Director Elena Proakis-Ellis:

Regarding the breakdown between the three projects, Ell Pond Park was \$10,000 to advance some soil tests, which were completed for \$9,000, with a balance of \$1,000. Traffic calming/safety was \$91,908, of which \$81,885.62 has been spent. This money was spent on RRFBs for the Nelson/Howard intersection to reinstate the fourth crosswalk at the request of Councilor McNaught, as well as the purchase and installation of other RRFBs and solar speed feedback signs, and a small component of Aggregate's work in 2022 (approximately \$11,000) that related to new crosswalks and curb ramps previously approved by the Traffic Commission. The updated balance in the tree request is \$12,707.40, from the original \$150,000. The remaining \$137K was spent on tree planting in spring and fall 2022. The remainder, along with the more recent allocation of tree planting free cash from spring 2022, is slated to be spent on planting in spring 2023.

The traffic equipment purchased from the 2022 allocation is RRFBs for the following locations: Upham @ Ashcroft, Emerson @ library, Foster @ Milano Center, West Wyoming at Cottage and at Cleveland, South Main Street (two locations TBD). These have all arrived recently and most have been installed. The remainder has not yet been spent.



Kristin Foote
City Clerk

562 Main Street
Melrose, Massachusetts 02176
Telephone - (781) 979-4111

COMMON VICTUALLER LICENSE APPLICATION

Annual Renewal Fee - \$75

Licenses Expire annually on December 31

- ☒ New Application
☐ Renewal Application

Common Victualler Licenses are valid from January through December and are required to be renewed annually. To avoid delays in processing your application, please do not leave any applicable sections blank. *All incomplete applications will be returned.*

- ✓ Please refer to the check list below to ensure all steps are completed prior to submitting the original application to the City Clerk's Office:

	Completed application with "wet signature"
	Inspection and approval from the following Departments: - o Melrose Fire - o Melrose Health and Human Services Department - o Melrose Police - o Inspectional Services - o Treasurer Collectors Office
	Completed Business Certificate Application, if applicable
	Completed Worker's Compensation Insurance Affidavit, including a copy of Declarations page of Workers' Compensation Policy.
	Copy of Current ServSafe Certificate
	\$75 Application Fee payable by cash, credit card or check payable to the City of Melrose.

Please contact Joanne Perperian at (781) 979-4115 or email clerks@cityofmelrose.org with questions.



Kristin Foote
City Clerk

562 Main Street
Melrose, Massachusetts 0217
Telephone - (781) 979-411

COMMON VICTUALLER LICENSE
RENEWAL APPLICATION
LICENSING PERIOD JANUARY 1, 2023 - DECEMBER 31, 2023

Business Name: <u>SALAMORE GOLF, INC.</u> <u>DBA MOUNT HOOD MEMORIAL PARK + GOLF COURSE</u>		Tax ID Number: [REDACTED]				
Business Address: <u>1287 MAIN ST. LYNNFIELD MA 01940</u> <u>LOCAL: 100 SLAYTON RD. MELROSE, MA. 02176</u>		Business Phone Number: [REDACTED]				
Owner's Name: <u>RICHARD LUFF</u> <u>TYLER SANBORN</u>		Owner's Cell Phone Number: [REDACTED]				
Residential Address of Owner: [REDACTED]		Number of Employees: <u>LOCAL</u> <u>4 FULL TIME</u> <u>40 PART TIME</u>				
Email Address of Owner (required): [REDACTED]						
24-hour Emergency Contact Name: <u>JEAN SCARITO - GENERAL MANAGER</u>		Emergency Phone Number: [REDACTED]				
Circle all that apply:	<u>Breakfast</u> <u>GOLF + FUNCTIONS</u>	<u>Lunch</u> <u>GOLF + FUNCTIONS</u>	<u>Dinner</u> <u>FUNCTIONS</u>			
Take-out						
Please List Daily Hours of Operation						
Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
<u>6:00 AM TO 11:00 PM IN SEASON</u>						
<u>VARIABLE DURING OFF-SEASON - DEPENDENT ON FUNCTION DEMAND</u>						
Approved Number of Seats:		<u>MAIN HALL: 90</u> <u>CARR ROOM: 60</u> <u>SNACK ROOM: 35</u>				
Floor Space/ Square Feet:		<u>MAIN HALL: 1390</u> <u>CARR ROOM: 780</u> <u>SNACK ROOM: 450</u>				

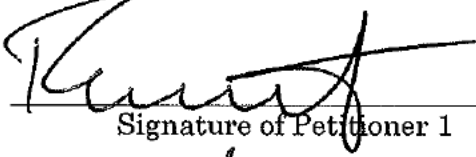


Kristin Foote
City Clerk

562 Main Street
Melrose, Massachusetts 0217
Telephone - (781) 979-411

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, local taxes, all water, sewer and solid waste disposal bills, all tax titles, utilities, and all motor vehicle excise taxes to the City of Melrose required by law.


Signature of Petitioner 1

12/19/2022
Date of Signature


Date of Birth


Signature of Petitioner 2

12/19/2022
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.



Kristin Foote
City Clerk

562 Main Street
Melrose, Massachusetts 0217
Telephone - (781) 979-411

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: SAGAMORE GOLF, INC.
Address: 1287 MAIN ST
City/State/Zip: LYNNFIELD, MA 01940
Phone #: [REDACTED]

Are you an employer- (check one):	
☒	*I am an employer with <u>45</u> employees (full/part-time) <u>LOCAL 130 TOTAL</u>
☐	I am sole proprietor or partnership and have no employees working for me in any capacity (No workers' comp insurance required)
☐	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)
☐	We are a non-profit organization, staffed by volunteers, with no employees. (No workers' comp insurance required)

Business Type- (required):	
☐	Retail
☐	Restaurant/Bar/Eating Establishment
☐	Office and/or Sales (incl. real estate, auto, etc.)
☐	Entertainment
☐	Manufacturing
☐	Non-profit
☐	Health Care
☒	Other: <u>GOLF COURSE W/ SNACK BAR, BAR, & FUNCTION SPACE</u>

*Any applicant that checks box #1 must also fill out the section on the next page 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.



Kristin Foote
City Clerk

CITY OF MELROSE
OFFICE OF THE CITY CLERK

6.C.1.a

562 Main Street
Melrose, Massachusetts 0217
Telephone - (781) 979-411

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

Insurance Company Name: MERCHANTS PREFERRED INSURANCE COMPANY

Insurer's Address: 5 BEDFORD FARMS DRIVE SUITE 101

City/State/Zip: BEDFORD, N.H. 03110

Policy # or Self-Insurance License #: [REDACTED] Expiration Date: [REDACTED]

Required:

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 \$1,5000.00 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: By: [Signature], PRES. Date: 12/19/2022

Phone #: [REDACTED]

Attachment: Sagamore application redacted (LIC-2023-5 : Common Victualler License - Sagamore Golf, Inc., d/b/a Mount Hood Memorial Park



Kristin Foote
City Clerk

562 Main Street
Melrose, Massachusetts 0217
Telephone - (781) 979-4111

INFORMATION AND INSTRUCTIONS

Massachusetts General Laws chapter 152 requires all employers to provide workers' compensation for their employees. Pursuant to this statute, and *employee* is defined as "...every person in the service of another under any contract of hire, express or implied, oral or written."

An employer is defined as "an individual, partnership, association, corporation or other legal entity, or any two or more of the foregoing engaged in a joint enterprise, and including the legal representatives of a deceased employer, or the receiver or trustee of an individual, partnership, association or other legal entity, employing employees. However, the owner of a dwelling house having not more than three apartments and who resides therein, or the occupant of the dwelling house of another who employs persons to do maintenance, construction or repair work on such dwelling house or on the grounds or building appurtenant thereto shall not because of such employment be deemed to be an employer."

MGL chapter 152, §25C(6) also states that "every state or local licensing agency shall withhold the issuance or renewal of a license or permit to operate a business or to construct buildings in the commonwealth for any applicant who has not produced acceptable evidence of compliance with the insurance coverage required."

Additionally, MGL chapter 152, §25C(7) states "Neither the commonwealth nor any of its political subdivisions shall enter into any contract for the performance of public work until acceptable evidence of compliance with the insurance requirements of this chapter have been presented to the contracting authority."

Applicants

Please fill out the workers' compensation affidavit completely, by checking the boxes that apply to your situation and, if necessary, supply your insurance company's name, address, and phone number along with a certificate of insurance.

Limited Liability Companies (LLC) or Limited Liability Partnerships (LLP) with no employees other than the members or partners, are not required to carry workers' compensation insurance. If an LLC or LLP does have employees, a policy is required. Be advised that this affidavit may be submitted to the Department of Industrial Accidents for confirmation of insurance coverage.



Kristin Foote
City Clerk

562 Main Street
Melrose, Massachusetts 0217
Telephone - (781) 979-4111

Sign and date the affidavit

The affidavit should be returned to the city or town that the application for the permit or license is being requested, not the Department of Industrial Accidents. Should you have any questions regarding the law of if you are required to obtain a workers' compensation policy, please call the Department at the number listed below. Self-insured companies should enter their self-insurance license number on the appropriate line.

City or Town Officials

Please be sure that the affidavit is complete and printed legibly. The Department has provided a space at the bottom of the affidavit for you to fill out in the event the Office of Investigation has to contact you regarding the applicant. Please be sure to fill in the permit/license number which will be used as a reference number. In addition, an applicant that must submit multiple permit/license applications in any given year, need only submit one affidavit indicating current policy information (if necessary). A copy of the affidavit that has been officially stamped or marked by the city or town may be provided to the applicant as proof that a valid affidavit is on file for future permits or licenses. A new affidavit must be filled out each year. Where a homeowner or citizen is obtaining a license or permit not related to any business or commercial venture (i.e. a dog license or permit to burn leaves etc.) said person is NOT required to complete this affidavit.

The Office of Investigation would like to thank you in advance for your cooperation and should you have any questions please do not hesitate to give us a call. The Department's address, telephone and fax number:

The Commonwealth of Massachusetts
Department of Industrial Accidents
Office of Investigations
600 Washington Street
Boston, MA 02111

Tel. # 617-0727-4900 ext. 406 or 1-877-MASSAFE
Fax # 617-727-7749
www.mass.gov/dia



Kristin Foote
City Clerk

562 Main Street
Melrose, Massachusetts 02176
Telephone - (781) 979-4111

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Kristin Foote
City Clerk

562 Main Street
Melrose, Massachusetts 02176
Telephone - (781) 979-4111

COMMON VICTUALLER LICENSE
CITY DEPARTMENT REVIEW
LICENSING PERIOD JANUARY 1, 2023 - DECEMBER 31, 2023

Instructions for applicant:

Please complete the section below before obtaining approval from each of the City Departments listed on the back of this page. Departments will not review and approve if there are any fields left blank.

REPORT OF INVESTIGATION - RELATIVE TO APPLICATION FOR

Business Name: SAGAMORE GOLF, INC. DBA
MOUNT HOOD MEMORIAL PARK + GOLF COURSE

Owner Name: RICHARD LUFF Owner DOB: [REDACTED]

Business Address: LOCAL: 100 SLAYTON RD, MELROSE, MA 02176
CORPORATE: 1287 MAIN ST, LYNNFIELD, MA 01940

Daily Business Hours

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
		6:00 AM TO 11:00 PM IN SEASON				
		VARIABLE DURING OFF SEASON - DEPENDENT ON FUNCTION RUN				
Approved Number of Seats:			MAIN HALL: 90 CARR ROOM: 60 SNACK ROOM: 35			
Floor Space/ Square Feet:			MAIN HALL: 1390 CARR ROOM: 780 SNACK ROOM: 450			



Kristin Foote
City Clerk

CITY OF MELROSE
OFFICE OF THE CITY CLERK

6.C.1.a

562 Main Street
Melrose, Massachusetts 0217
Telephone - (781) 979-4111

Attention City Officials: Please review the information submitted by the applicant on the reverse side to ensure all fields are complete prior to researching your records and signing off.

MELROSE HEALTH & HUMAN SERVICES 781-979-4130	Date Signed: 12-20-2022 Anthony Chui	FOOD PERMIT EXP DATE: 05-31-2024
<i>[Signature]</i> Health & Human Services Signature	Health & Human Services Name Printed	
☐ Denied	☐ Approved	☒ Other
Comments: New Application - Inspection in process		

MELROSE FIRE DEPARTMENT 781-979-4405	Date Signed: 1/9/23 J. GIBSON	\$10 Fee Paid Yes/No
<i>[Signature]</i> Melrose Fire Captain Signature	Fire Captain Name Printed	
☐ Denied	☒ Approved	☐ Other
Comments:		

MELROSE POLICE DEPARTMENT 781-665-1212	Date Signed: 12/20/2022 H. Paul Jr 45
<i>[Signature]</i> Melrose Police Signature	Melrose Police Name Printed
☐ Denied	☒ Approved
Comments:	

INSPECTIONAL SERVICES DEPARTMENT 781-979-4135	Date Signed: 12/20/22
<i>[Signature]</i> Building Commissioner Signature	Building Commissioner Name Printed
☐ Denied	☒ Approved
Comments:	

TREASURER COLLECTORS' OFFICE Available in person during City Hall business hours	Date Signed: 1-3-23 Pat Dean
<i>[Signature]</i> Treasurer Collector Signature	Treasurer Collector Name Printed
☐ Denied	☒ Approved
Comments:	



INSURANCE BINDER

 DATE (MM/DD/YYYY)
12/15/2022

THIS BINDER IS A TEMPORARY INSURANCE CONTRACT, SUBJECT TO THE CONDITIONS SHOWN ON PAGE 2 OF THIS FORM.

AGENCY D.B. Warlick & Co. P O Box 1260 69 Lafayette Rd. North Hampton NH 03862 PHONE (A/C, No, Ext): (603) 964-6065 FAX (A/C, No): (603) 964-9029 CODE: SUB CODE: AGENCY CUSTOMER ID: 00015225 INSURED AND MAILING ADDRESS Sagamore Golf Inc dba Mt Hood Memorial Park & Golf Course 101 North Road North Hampton NH 03862		COMPANY Merchants Insurance Co. BINDER # B22121528363	
DATE EFFECTIVE 1/1/2023		TIME 12:01	
DATE EXPIRATION 1/31/2023		TIME 12:01 AM	
THIS BINDER IS ISSUED TO EXTEND COVERAGE IN THE ABOVE NAMED COMPANY PER EXPIRING POLICY #: CMP9155355			
DESCRIPTION OF OPERATIONS / VEHICLES / PROPERTY (Including Location) Location: 100 Slayton Road, Melrose MA			

COVERAGES

LIMITS

TYPE OF INSURANCE	COVERAGE / FORMS	DEDUCTIBLE	COINS %	AMOUNT
PROPERTY CAUSES OF LOSS ☐ BASIC ☐ BROAD ☒ SPEC ☒ REPLACEMENT COST	Blanket Bldg & contents			
GENERAL LIABILITY ☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS MADE ☒ OCCUR	RETRO DATE FOR CLAIMS MADE:	EACH OCCURRENCE	\$	
		DAMAGE TO RENTED PREMISES	\$	
		MED EXP (Any one person)	\$	
		PERSONAL & ADV INJURY	\$	
		GENERAL AGGREGATE	\$	
		PRODUCTS - COMPROP AGG	\$	
VEHICLE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS		COMBINED SINGLE LIMIT	\$	
		BODILY INJURY (Per person)	\$	
		BODILY INJURY (Per accident)	\$	
		PROPERTY DAMAGE	\$	
		MEDICAL PAYMENTS	\$	
		PERSONAL INJURY PROT	\$	
		UNINSURED MOTORIST	\$	
			\$	
VEHICLE PHYSICAL DAMAGE DED ☐ COLLISION: ☐ ALL VEHICLES ☐ SCHEDULED VEHICLES ☐ OTHER THAN COL:		ACTUAL CASH VALUE		
		STATED AMOUNT	\$	
GARAGE LIABILITY ☐ ANY AUTO		AUTO ONLY - EA ACCIDENT	\$	
		OTHER THAN AUTO ONLY:		
		EACH ACCIDENT	\$	
		AGGREGATE	\$	
EXCESS LIABILITY ☒ UMBRELLA FORM ☐ OTHER THAN UMBRELLA FORM	RETRO DATE FOR CLAIMS MADE:	EACH OCCURRENCE	\$	
		AGGREGATE	\$	
		SELF-INSURED RETENTION	\$	
		PER STATUTE		
WORKER'S COMPENSATION AND EMPLOYER'S LIABILITY		E.L. EACH ACCIDENT	\$	
		E.L. DISEASE - EA EMPLOYEE	\$	
		E.L. DISEASE - POLICY LIMIT	\$	
SPECIAL CONDITIONS / Commission, their commissioners, officers and agents and employees OTHER COVERAGES	Additional Insured: The People of the City of Melrose, The Park	FEES	\$	
		TAXES	\$	
		ESTIMATED TOTAL PREMIUM	\$	

NAME & ADDRESS

	MORTGAGEE	ADDITIONAL INSURED
	LOSS PAYEE	
	LOAN #:	
	AUTHORIZED REPRESENTATIVE David Warlick/GAIL	



Date Prepared: 12/02/22

DIRECT BILL

WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY INSURANCE POLICY

MERCHANTS PREFERRED INSURANCE COMPANY
 BUFFALO, NY 14202 NCCI COMPANY NUMBER: 33942

INFORMATION PAGE

POLICY NUMBER: [REDACTED] TRANSACTION TYPE: RENEWAL
 AGENCY/BROKER: D B WARLICK & CO. RENEWAL OF NUMBER: [REDACTED]
 AGENT CODE: 71889/NER06/037 BUSINESS TYPE: CORPORATION
 1. THE SAGAMORE GOLF INC INTERSTATE/INTRASTATE RISK ID:
 INSURED 101 NORTH ROAD BOARD FILE NUMBER:
 MAILING NORTH HAMPTON, NH 03862-2130 FEDERAL EMPLOYER
 ADDRESS IDENTIFICATION NUMBER: [REDACTED]

OTHER WORKPLACES NOT SHOWN ABOVE: (ADDRESS, CITY, STATE, ZIP CODE)
 SEE EXTENSION OF INFORMATION PAGE

2. POLICY PERIOD is from 01/01/23 to 01/01/24 12:01 AM standard time at the insured's mailing address.

3. A. Workers' Compensation Insurance: Part One of the policy applies to the Workers' Compensation Law of the states listed here: MA NH

B. Employers Liability Insurance: Part Two of the policy applies to work in each state listed in item 3.A.
 The limits of our liability under Part Two are:

Bodily Injury by Accident \$1,000,000 each accident
 Bodily Injury by Disease \$1,000,000 policy limit
 Bodily Injury by Disease \$1,000,000 each employee

C. Other States Insurance: Part Three of the policy applies to the states, if any, listed here:

D. This policy includes these endorsements and schedules:

MS 1U 05 11 99	MU 06 3J 07 17	MU 92 67 05 19	MU 92 72 08 19	WC 00 00 00 C
WC 00 00 01 A	WC 00 03 08	WC 00 04 06	WC 00 04 06 A	WC 00 04 14 A
WC 00 04 19	WC 00 04 20	WC 00 04 21 E	WC 00 04 22 C	WC 00 04 25
WC 20 03 01	WC 20 03 02 A	WC 20 03 03 D	WC 20 04 04	WC 20 06 01 A
WC 28 04 04	WC 28 04 05	WC 28 06 01	WC 28 06 04	

4. The premium for this policy will be determined by our Manuals of Rules, Classifications, Rates and Rating Plans. All information required below is subject to verification and change by audit.

Classifications	Code No.	Premium Basis Total Estimated Annual Remuneration	Rates Per \$100 of Remuneration	Estimated Annual Premium
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SEE EXTENSION OF INFORMATION PAGE

MINIMUM PREMIUM \$ 328

DEPOSIT PREMIUM \$ 19,079

TOTAL ESTIMATED ANNUAL PREMIUM \$ 19,079

Interim adjustments of premiums shall be made: ANNUAL

Countersigned by:

Authorized representative

Date

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 INSURED COPY

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Kristin Foote
City Clerk

CITY OF MELROSE
OFFICE OF THE CITY CLERK

562 Main Street
Melrose, Massachusetts 02176
Telephone - (781) 979-4115

Attention City Officials: Please review the information submitted by the applicant on the reverse side to ensure all fields are complete prior to researching your records and signing off.

MELROSE HEALTH & HUMAN SERVICES 781-979-4130		Date Signed: 12-20-2022 Anthony Chui	FOOD PERMIT EXP DATE: 05-31-2023
<i>[Signature]</i> Health & Human Services Signature		<i>[Signature]</i> Health & Human Services Name Printed	
☐ Denied	☒ Approved	☒ Other	
Comments: New Application - Inspection in process			

MELROSE FIRE DEPARTMENT 781-979-4405		Date Signed: 1/9/23 J. GIBSON	\$10 Fee Paid Yes/No
<i>[Signature]</i> Melrose Fire Captain Signature		<i>[Signature]</i> Fire Captain Name Printed	
☐ Denied	☐ Approved	☐ Other	
Comments:			

MELROSE POLICE DEPARTMENT 781-665-1212		Date Signed: 12/20/2022 H. Paulk 45
<i>[Signature]</i> Melrose Police Signature		<i>[Signature]</i> Melrose Police Name Printed
☐ Denied	☒ Approved	☐ Other
Comments:		

INSPECTIONAL SERVICES DEPARTMENT 781-979-4135		Date Signed: 12/20/22 [Signature]
<i>[Signature]</i> Building Commissioner Signature		<i>[Signature]</i> Building Commissioner Name Printed
☐ Denied	☒ Approved	☐ Other
Comments:		

TREASURER COLLECTORS' OFFICE Available in person during City Hall business hours		Date Signed: 1-3-23 Pat Dean
<i>[Signature]</i> Treasurer Collector Signature		<i>[Signature]</i> Treasurer Collector Name Printed
☐ Denied	☒ Approved	☐ Other
Comments:		



PAUL
BRODEUR
Mayor

CITY OF MELROSE

OFFICE OF THE MAYOR

City Hall, 562
Main Street Melrose,
Massachusetts 02176
Telephone - (781) 979-4440
Fax - (781) 662-2182

MEMORANDUM

To: Melrose City Council
From: Mayor Paul Brodeur
Re: Conservation Commission Appointment
Date: December 13, 2022

I respectfully request the Honorable City Council confirm the following Conservation Commission appointment:

- Charles McCabe, 14 Orient Ave, to a three-year term, said term to expire on the last day of February 2026. Mr. McCabe's appointment replaces the term of Eugenia Gibbons, whose term is set to expire on the last day of February 2023.

In addition to holding a master's degree in urban placemaking, highlights of Mr. McCabe's candidacy include serving as executive director of a national research collaborative where he focuses on urban parks, urban public spaces, trails, programming, events, and community outreach, and advises public and non-profit parks and open spaces agencies on a range of planning, advocacy, and more.

Mr. McCabe intends to use his vast experience noted above and throughout his resume to assist the current members of the Conservation Commission in promoting and developing the natural resources in Melrose as well as advocating for the protection of our watershed resources.

Thank you for your consideration.

Hello,

My name is Charlie McCabe, I live at 14 Orient Avenue and I'm interested in applying for one of advertised openings on the Conservation Commission. I am interested in either the full or associate member positions and have familiarity with conservation, watershed protection and water quality regulations in both professional as well as volunteer roles. I'd be honored to serve the city.

By day, I'm a parks, open space and placemaking consultant, I have a sole-proprietor LLC based here in Melrose. Prior to becoming a full-time consultant in the summer of 2019, I worked for a number of parks nonprofit organizations in Austin, TX, Boston, MA and New York City in a wide variety of roles. I volunteer regularly with the Rose Kennedy Greenway in Boston, the Mystic River Watershed Association, and Friends of the Fells/Middlesex Fells Reservation. I've attached my current resume, you can also review my work at www.charliemccabe.co (I also earned a Masters Degree in Urban Placemaking and Management from Pratt Institute in February 2017.)

I moved to Melrose in late February 2021, having lived in Arlington, MA for a half dozen years. I was pleased to serve for a term on the Community Preservation Act (CPA) committee there, working with a group of volunteers to review and recommend CPA projects to the Town via the annual town meeting for approval from 2018 through 2021. I have been volunteering with the Melrose Bike/Pedestrian Committee (since I moved here) and have been walking/checking some of the smaller Conservation holdings in the northern edge of the city as well (since late last year).

I would love to apply my skills and knowledge in serving on the Conservation commission in Melrose. I Thank you for your consideration and please let me know if I can answer any questions.

Yours truly,

Charlie McCabe
14 Orient Avenue
Melrose, MA 02176

Charlie McCabe
14 Orient Avenue, Melrose, MA 02176

Parks, open space, and placemaking consultant with extensive experience in public-private partnerships, programming, fundraising, project management, and community outreach. Master's degree in urban placemaking. Former parks non-profit executive director and director of a national research collaborative, with a focus on urban parks, urban public spaces, trails, programming, events, and community outreach. Extensive experience in a Fortune 100 company as a director, project leader, and technical support specialist.

Work Experience

*Parks, Open Space, and Placemaking Consultant, **Charlie McCabe Consulting LLC**, Melrose, MA*
July 2019 – present

- Advise public and non-profit parks and open space agencies on a range of planning, advocacy, analysis, programming, placemaking, funding, and operations efforts. Services include benchmarking, research, and analysis of park resources across the country. Clients include Central Park Conservancy (Institute for Urban Parks – multiple grantees through Partnerships Lab program), Google/LendLease, Bloomberg Associates (multiple grantees), Public Workshop/The City of Austin, and Salt Lake City Corporation. Past clients include The Trust for Public Land (July 2019-February 2021) Pro-bono clients include Bike to the Sea, Inc., the Emerald Necklace Conservancy, and the Dennis Conservation Land Trust. (Prior to 2/28/21, I was based in Arlington, MA)

*Director, Center for City Park Excellence, **The Trust for Public Land**, Boston, MA*
January 2017 – June 2019 (non-profit organization)

- Managed the research and publishing of annual report (*City Park Facts* – tpl.org/2020-city-park-facts) and annual ranking of public park systems (parkscore.tpl.org) in the 100 largest US Cities, as well as special reports and research for TPL staff and client organizations.

*Research and Planning Fellow, **New Yorkers for Parks**, New York NY*
May – July 2016 (non-profit foundation)

- Assisted in research and reviews of the 2016 Report Card on Parks: www.ny4p.org
- Developed physical activity park survey for six parks in the Bronx, using the SOPARC method developed by the RAND Corporation and trained three interns on the methods, working in the parks. Analyzed and reported on data for Bronx Community Health Network client.

*Jane Jacobs at 100 Fellow, **Municipal Art Society**, New York, NY*
February – May 2016 (non-profit foundation)

- Managed outreach and collaboration efforts to recruit programs, events, exhibitions and tours to celebrate the 100th Anniversary of Jane Jacobs's birthday, curating a custom website: www.jj100.org.
- Assisted colleague with outreach, training, website content, and logistics/coordination efforts for the annual Jane's Walk Weekend, with over 250 walks/tours through New York City.

*Director of Public Programs, **Rose Kennedy Greenway Conservancy**, Boston, MA*
February 2012 – July 2015 (non-profit foundation)

- Managed 4-person team organizing public events, markets, exercise classes, entertainment, and more than 30 food trucks and other vendors. Oversaw Greenway Carousel operation, as well as public relations, communications and IT support. Grew attendance (food vending, Wi-Fi, events/programs, and carousel visitation) from 372,000 in 2011 to 1,194,000 in 2015, with revenue increase from \$250,000 in 2012 to over \$650,000 in 2015.
- Worked with consultants to provide earned media and PR coverage. Directed web site, social media, and traditional communications coverage, as well as photography and video creation, with part-time communications coordinator.

(Over, please)

Charlie McCabe, Parks & Placemaking Consultant, Resume – Page 2

*Executive Director, **Austin Parks Foundation**, Austin TX.*

June 2005 – February 2012 (non-profit foundation)

- Managed three-person team providing accounting, membership, communications, marketing, and program management for projects ranging from programming to park improvements.
- Negotiated groundbreaking partnership with the Austin City Limits Music Festival and the City of Austin Parks and Recreation Department, resulting in annual donation of 8.25% of festival tickets sales. Funds of \$3.5 M were allocated to improvements at the Zilker Park festival as well as neighborhood park grants and park improvements citywide. The partnership has continued and grown to present day and been a model for other cities.
- Led all social media efforts, including the Foundation blog and Twitter and Facebook updates.
- Promoted the organization through frequent print, television, and radio appearances.
- Grew Foundation budget and revenues from \$174,000 in 2005 to \$812,000 in 2011, including park grants, volunteer events, and fundraising efforts.
- Expanded Adopt-a-Park services from 18 community groups to more than 95 community groups providing administrative support and hands-on project management.

*Senior Manager, Service & Support Web Sites **Apple, Inc.**, Austin, TX*

1996 – 2004 (consumer electronics)

- Managed team ranging from 10 to 22 people providing customer technical support and service web sites. Duties included web site design, management, technical content, and interactive (discussion, email) support with staff working in multiple locations in the USA, Europe, and Asia.
- Worked collaboratively with Apple staff across the globe to provide technical support content in seven languages.
- Received #1 rating from *Consumer Reports* for web-based support in 2003 and 2004.

*Various Technical Specialist Roles **Apple, Inc.**, Cupertino, CA, and Austin, TX*

1988 – 1996 (consumer electronics)

- Additional roles in technical support and software and hardware sales 1986 – 1988

Education

Master of Science, Urban Placemaking and Management, February 2017. Pratt Institute, Brooklyn, NY.

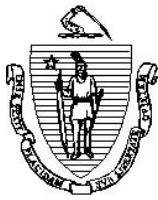
Bachelor of Arts, History and Political Science, May 1986, Colby College, Waterville, ME.

Community Service

Horticultural and Programs Volunteer, Rose Kennedy Greenway, Boston, MA	2016 – present
Trail Steward, Friends of The Fells, Melrose/Medford/Stoneham, MA	2016 – present
Advisor, community projects, Emerald Necklace Conservancy, Boston, MA	2019 – present
Volunteer leader, invasive species management, Mystic River Watershed Association, Arlington, MA	2020 – present
Stewardship Research and Analysis, Volunteer, Dennis Conservation Land Trust, Dennis, MA	2019 – 2021
Community Preservation Act Committee member, Town of Arlington, MA	2018 – 2021
Board member, Executive Committee, membership co-chair, City Parks Alliance, Washington, D.C.	2011 – 2018
Brooklyn Bridge Park Horticultural Zone Volunteer, Brooklyn, NY	2015 – 2016
Prospect Park Alliance Corps volunteer, Brooklyn, NY	2015 – 2016
City of Austin Bicycle Advisory Committee, Austin, TX	2008 – 2011
Board Member, representing Texas Affiliate, EarthShare, Washington, D.C.	2007 – 2012
Governing Board member, Board Chair (2011-2012) EarthShare of Texas, Austin, TX	2007 – 2011
Volunteer Trail Project Leader, Bull Creek Foundation, Austin, TX	1996 – 2006

Other Skills and Interests

Master gardener and volunteer park horticulturist. Trail building and maintenance project leader, specializing in invasive species management. Avid traveler with focus on comparing public spaces. Enthusiastic bicyclist.



DEPARTMENT OF HOUSING & COMMUNITY DEVELOPMENT

Charles D. Baker, Governor ♦ Karyn E. Polito Lt. Governor ♦ Jennifer D. Maddox, Undersecretary

October 17, 2022

The Honorable Paul Brodeur
Mayor, City of Melrose
562 Main Street
Melrose, MA 02176

Dear Mayor Brodeur:

RE: Melrose 0922 Application

Thank you for submitting this application to the FY2023 Community One Stop for Growth. The Executive Office of Housing and Economic Development (EOHED), Department of Housing and Community Development (DHCD), and Massachusetts Development Finance Agency (MassDevelopment) worked together to evaluate all eligible applications and recommended the most ready and highest-impact projects for a grant. This application from City of Melrose was reviewed by the program(s) that could best serve the project's funding needs.

On behalf of the Baker-Polito Administration, I am pleased to inform you that a grant in the amount of **\$75,000** from the **Housing Choice Grant Program** has been approved to support your project.

This award is contingent the execution of a grant contract between the City of Melrose and the Department of Housing and Community Development (DHCD) and the satisfaction of its special conditions and requirements. We will send the grant contract to the contact person identified in your application, as well as an invitation to an online training on October 25, 2022 at 11:00 a.m. related to grant administration and contract guidance to highlight contractual obligations. Please do not proceed with grant activities until the contract is fully executed. If you have any questions, please contact Chris Kluchman, FAICP, Deputy Director at Chris.Kluchman@mass.gov, and Filipe Zamborlini, Community Grants Coordinator at Filipe.Zamborlini@mass.gov.

Finally, please note that public announcement of this award is embargoed until the Administration has had the opportunity to formally announce it through a local event and/or media release. Please refrain from sharing or publicizing news about this award outside of your organization until it is officially announced.

Congratulations once again. We look forward to working with you to address the City of Melrose's housing and community development needs.

Sincerely,

Jennifer D. Maddox
Undersecretary, DHCD

Attachment: FY23 HC Award Letter-Melrose (ORDER-2023-50 : Housing Choice Grant Award)

COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM



6.D.2.b

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

CONTRACTOR LEGAL NAME: City of Melrose (and d/b/a):		COMMONWEALTH DEPARTMENT NAME: Department of Housing and Community Development MMARS Department Code: OCD	
Legal Address: (W-9, W-4): 562 Main Street, Melrose, MA 02176		Business Mailing Address: 100 Cambridge Street, Suite 300 Boston, MA 02114	
Contract Manager: Paul Brodeur	Phone: (781) 979-4440	Billing Address (if different): same	
Email: pbrodeur@cityofmelrose.org	Fax:	Contract Manager: Julissa Tavarez	Phone: 617 573 1407
Contractor Vendor Code: VC6000192115		E-Mail: Julissa.tavarez@mass.gov	
Vendor Code Address ID (e.g. "AD001"): AD001 (Note: The Address ID must be set up for EFT payments.)		MMARS Doc ID(s): SCOD321023330000263	
RFR/Procurement or Other ID Number: DHCDOneStop2023			
☒ NEW CONTRACT PROCUREMENT OR EXCEPTION TYPE: (Check one option only) ☐ Statewide Contract (OSD or an OSD-designated Department) ☐ Collective Purchase (Attach OSD approval, scope, budget) ☒ Department Procurement (includes all Grants - 815 CMR 2.00) (Solicitation Notice or RFR, and Response or other procurement supporting documentation) ☐ Emergency Contract (Attach justification for emergency, scope, budget) ☐ Contract Employee (Attach Employment Status Form, scope, budget) ☐ Other Procurement Exception (Attach authorizing language, legislation with specific exemption or earmark, and exception justification, scope and budget)		☐ CONTRACT AMENDMENT Enter Current Contract End Date <u>Prior</u> to Amendment: ____, 20 ____. Enter Amendment Amount: \$ ____ (or "no change") AMENDMENT TYPE: (Check one option only. Attach details of amendment changes.) ☐ Amendment to Date, Scope or Budget (Attach updated scope and budget) ☐ Interim Contract (Attach justification for Interim Contract and updated scope/budget) ☐ Contract Employee (Attach any updates to scope or budget) ☐ Other Procurement Exception (Attach authorizing language/justification and updated scope and budget)	
The Standard Contract Form Instructions and Contractor Certifications and the following Commonwealth Terms and Conditions document are incorporated by reference into this Contract and are legally binding: (Check ONE option): ☒ Commonwealth Terms and Conditions ☐ Commonwealth Terms and Conditions For Human and Social Services ☐ Commonwealth IT Terms and Conditions			
COMPENSATION: (Check ONE option): The Department certifies that payments for authorized performance accepted in accordance with the terms of this Contract will be supported in the state accounting system by sufficient appropriations or other non-appropriated funds, subject to intercept for Commonwealth owed debts under 815 CMR 9.00 . ☐ Rate Contract. (No Maximum Obligation) Attach details of all rates, units, calculations, conditions or terms and any changes if rates or terms are being amended.) ☒ Maximum Obligation Contract. Enter total maximum obligation for total duration of this contract (or new total if Contract is being amended). \$ <u>75,000</u> ____			
PROMPT PAYMENT DISCOUNTS (PPD): Commonwealth payments are issued through EFT 45 days from invoice receipt. Contractors requesting accelerated payments must identify a PPD as follows: Payment issued within 10 days ☐ % PPD; Payment issued within 15 days ☐ % PPD; Payment issued within 20 days ☐ % PPD; Payment issued within 30 days ☐ % PPD. If PPD percentages are left blank, identify reason: ☒ agree to standard 45 day cycle ☐ statutory/legal or Ready Payments (M.G.L. c. 29, § 23A); ☐ only initial payment (subsequent payments scheduled to support standard EFT 45 day payment cycle. See Prompt Pay Discounts Policy.)			
BRIEF DESCRIPTION OF CONTRACT PERFORMANCE or REASON FOR AMENDMENT: (Enter the Contract title, purpose, fiscal year(s) and a detailed description of the scope of performance or what is being amended for a Contract Amendment. Attach all supporting documentation and justifications. The City of Melrose will re-write its zoning ordinance to be user-friendly as well as make changes that are identified in the recently approved Housing Production Plan.			
ANTICIPATED START DATE: (Complete ONE option only) The Department and Contractor certify for this Contract, or Contract Amendment, that Contract obligations: ☒ 1. may be incurred as of the Effective Date (latest signature date below) and no obligations have been incurred prior to the Effective Date. ☐ 2. may be incurred as of ____, 20 ____, a date LATER than the Effective Date below and no obligations have been incurred prior to the Effective Date. ☐ 3. were incurred as of ____, 20 ____, a date PRIOR to the Effective Date below, and the parties agree that payments for any obligations incurred prior to the Effective Date are authorized to be made either as settlement payments or as authorized reimbursement payments, and that the details and circumstances of all obligations under this Contract are attached and incorporated into this Contract. Acceptance of payments forever releases the Commonwealth from further claims related to these obligations.			
CONTRACT END DATE: Contract performance shall terminate as of <u>6/30</u> ____, 2024 ____, with no new obligations being incurred after this date unless the Contract is properly amended, provided that the terms of this Contract and performance expectations and obligations shall survive its termination for the purpose of resolving any claim or dispute, for completing any negotiated terms and warranties, to allow any close out or transition performance, reporting, invoicing or final payments, or during any lapse between amendments.			
CERTIFICATIONS: Notwithstanding verbal or other representations by the parties, the "Effective Date" of this Contract or Amendment shall be the latest date that this Contract or Amendment has been executed by an authorized signatory of the Contractor, the Department, or a later Contract or Amendment Start Date specified above, subject to any required approvals. The Contractor certifies that they have accessed and reviewed all documents incorporated by reference as electronically published and the Contractor makes all certifications required under the Standard Contract Form Instructions and Contractor Certifications under the pains and penalties of perjury, and further agrees to provide any required documentation upon request to support compliance, and agrees that all terms governing performance of this Contract and doing business in Massachusetts are attached or incorporated by reference herein according to the following hierarchy of document precedence, the applicable Commonwealth Terms and Conditions, this Standard Contract Form, the Standard Contract Form Instructions and Contractor Certifications, the Request for Response (RFR) or other solicitation, the Contractor's Response (excluding any language stricken by a Department as unacceptable, and additional negotiated terms, provided that additional negotiated terms will take precedence over the relevant terms in the RFR and the Contractor's Response only if made using the process outlined in 801 CMR 21.07 , incorporated herein, provided that any amended RFR or Response terms result in best value, lower costs, or a more cost effective Contract.			
AUTHORIZING SIGNATURE FOR THE CONTRACTOR: X: _____ Date: _____ (Signature and Date Must Be Handwritten At Time of Signature) Print Name: _____ Print Title: _____		AUTHORIZING SIGNATURE FOR THE COMMONWEALTH: X: _____ Date: _____ (Signature and Date Must Be Handwritten At Time of Signature) Print Name: <u>Louis Martin</u> Print Title: <u>Director</u>	

Attachment: Standard Contract Form (ORDER-2023-50 : Housing Choice Grant Award)

**ATTACHMENT A SCOPE OF SERVICES AND
ADDITIONAL TERMS & CONDITIONS**

FY 2023 Housing Choice Initiative Program Contract

Housing Choice (HC) Grant Program

I. CONTRACT

The Contractor is responsible for accessing and reviewing the contents of the documents referenced below, as compliance with each is a binding component of this Contract:

- A. This Attachment A is attached to and made a part of the COMMONWEALTH OF MASSACHUSETTS STANDARD CONTRACT FORM. THE COMMONWEALTH TERMS AND CONDITIONS and the Contractor's Budget, as approved by the Department, are attached hereto as Exhibits.
- B. This Attachment A incorporates by reference the Housing Choice Community Grant Program Application as applicable.
- C. This Attachment A, all attached Exhibits and other Attachments, and all documents incorporated by reference herein, are referred to, collectively, as the Contract.
- D. This Contract represents the entire agreement between the Contractor and the Department, and any prior or contemporaneous representations, promises, or statements by the parties, that are not incorporated herein, shall not serve to vary or contradict the terms set forth in this Contract.
- E. If any term or condition of this Contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and conditions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if this Contract did not contain the particular provision held to be invalid.

II. SCOPE OF SERVICES AND COMPLIANCE WITH LAWS

The Housing Choice Initiative encourages local governments to expand housing production by providing new grants, coordinating technical assistance across various housing agencies, and promoting regulatory innovation. The Housing Choice Initiative rewards municipalities that are producing new housing and have adopted best practices to promote sustainable housing development.

A crucial part of the Housing Choice Initiative is the Housing Choice designation and grant program. Communities that achieve the Housing Choice designation have exclusive access to apply for the Housing Choice Grant Program and receive bonus points or other considerations for certain state grant programs.

The Contractor shall use the FY 2023 contract funding to provide services in accordance with the terms of the attached Budget, the terms of this Contract, and any subsequent Contract amendments. **ALL EXPENSES MUST BE INCURRED ON OR BEFORE JUNE 30TH OF THE FISCAL YEAR IN WHICH THEY OCCUR (FY 2023 – YEAR 1; FY 2024 – YEAR 2).** Any later change in services and activities to be provided by Contractor shall be made only with the prior approval of the Department, in accordance with Section III.C. below.

The Contractor shall carry out these activities in conformance with all applicable federal and state laws and requirements, including without limitation, statutes, rules, regulations, administrative and executive orders, ordinances, and codes, as they may be issued and amended.

The Department reserves the right to issue future administrative guidance. The Contractor shall comply with all applicable guidelines, information memoranda, list serves, or other guidance the Department may issue, amend, or supplement from time to time.

III. ADDITIONAL TERMS AND CONDITIONS

A. Reporting Responsibilities of the Contractor

1. The Contractor, and any entity under subcontract, having costs chargeable to Contract funds shall maintain Contract records in accordance with Section 7 of the Commonwealth Terms and Conditions including without limitation, a record of planned activities, a record of activities carried out, and an explanation of any changes in program activities.
2. The Contractor shall comply with all records and reporting requirements set forth in this Contract.
3. The Contractor shall submit written quarterly progress reports to the Department in compliance with the following deadlines and requirements using a form provided by the Department. Progress reports shall be submitted on or before the 15th day of the month following the last month of the quarter, except in instances when the due date shall fall on a weekend or holiday where reports would be due the following full business day after the deadline. **The Department may delay reimbursement to the Contractor if the Contractor consistently fails to submit timely progress reports or other documents required under this Contract.** Any such action by the Department shall be preceded by written notification of the intent to delay such reimbursement, which may be done electronically, and allow for the Contractor to make reasonable written explanation regarding the occurrence, and the remedy of the issue. Failure by the Contractor to reply to the Department's written notification or to comply with specific instructions from the Department shall be treated as a breach herein and under Section 4 of the Commonwealth Terms and Conditions. The Department further reserves the right to consider past performance under the Housing Choice Grant Program when evaluating an applicant's initial submission. Consistent failure to submit

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progress reports or to comply with the provisions of this Contract may negatively impact future awards of this grant.

Progress report deadlines are as follows:

FY23		
Q3	Period: 1/1/2023 to 3/31/2023	Due: 4/17/2023 *
Q4	Period: 4/1/2023 to 6/30/2023	Due: 7/17/2023 *
FY24		
Q1	Period: 7/1/2023 to 9/30/2023	Due: 10/16/2023 *
Q2	Period: 10/1/2023 to 12/31/2023	Due: 1/15/2024
Q3	Period: 1/1/2024 to 3/31/2024	Due: 4/15/2024
Q4	Period: 4/1/2024 to 6/30/2024	Due: 7/15/2024

*Denotes due date following a weekend or holiday.

4. A Contractor whose grant funds a Planning or Zoning project shall submit a copy of the planning or zoning document(s) produced with grant funding. Document(s) should be delivered by July 31, 2024. Documents that cannot be delivered by July 31, 2024 must submit written notification to the program representative by July 31, 2024 outlining when a report will be submitted. In accordance with Section III.A.3, failure to submit document(s) required under this Contract may (i) result in delayed reimbursement; (ii) may be treated as a breach of the Contract; and (iii) will be considered when evaluating applications for future grant awards.
5. The Contractor shall continually assess its performance of the Contract-supported activities to ensure that the performance objectives outlined in the Contract are achieved. This includes, but is not limited to, the Contractor's monitoring that applicable schedules are met and performance objectives are achieved in accordance with the activities delineated in the Contract. The Contractor shall promptly inform the Department in writing, which may be done electronically, of the following conditions which may affect its deliverable objectives and performance as soon as they become known:
 - a. Problems, delays, or adverse conditions which will materially affect the Contractor's ability to attain deliverable objectives. This disclosure shall be accompanied by a statement of any actions taken or contemplated by the Contractor, and any assistance needed from the Department to resolve the situation. Failure by the Contractor to communicate promptly or to respond promptly to communications from the Department may result in the denial by DHCD of any budget or schedule change requests by the Contractor, as provided in Section III.C.
 - b. Favorable developments or events which will enable the Contractor to meet the deliverable Contract objectives sooner than anticipated or at less cost than originally projected.

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6. The Contractor shall submit all progress reports electronically to the Department's assigned program representative at the following address:

Filipe Zamborlini
Community Grants Coordinator
filipe.zamborlini@mass.gov

7. The Department shall advise the Contractor within thirty (30) days of receiving any report if it is not acceptable to the Department. The Contractor shall submit an acceptable report upon receipt of such advice from the Department.
8. The Contractor, and any entity under subcontract having costs chargeable to Contract funds, shall maintain Contract records in accordance with Section 7 of the Commonwealth Terms and Conditions, including, without limitation, a record of planned activities, a record of activities carried out, and an explanation of any changes in program activities.
9. Within five business days of receipt, the Contractor shall provide the Department with copies of any and all exception reports and written communications of an audit or review of the Contractor and any written final reports of such audits or reviews that the Contractor receives during the Contract term from the state Office of the Inspector General (OIG) and/or the Office of the State Auditor. Such reports or communications may be provided electronically.
10. Within five business days of being served with any pleading in a legal action filed with a court or administrative agency related to this Contract or which may affect the Contractor's ability to perform its obligations hereunder, the Contractor shall notify the Department of such action and deliver copies of such pleadings to the Department. Such reports or communications may be provided electronically.
11. The Contractor will submit any other reports or information requested by the Department by the due date specified in the Department's request. The Contractor shall promptly make available to the Department or to an auditor or contractor approved by the Department such material information regarding the Contractor's activities as may be requested by the Department.

B. Payment Mechanism and Fiscal Obligations

The Department agrees to provide payment for the services described under this Contract, pursuant to the following payment mechanism:

1. Cost Reimbursement. The Contractor shall submit to the Department written requests for cost reimbursement on the Department's Housing

Choice Community Grant Invoice form (Housing Choice Invoice), or other such form as the Department may specify.

Only requests for cost reimbursement for authorized capital expenses, pursuant to the capital funds from the state's capital budget, that are completed within the dates of service of an invoice, and that take place within the length of the contract, are authorized for reimbursement.

2. Housing Choice Invoices should be submitted **no more than** once a month and should include the range of the dates of service being submitted for reimbursement.
3. All payments are contingent upon receipt of the availability of funds, authorization by the Executive Office of Administration and Finance and the Massachusetts Comptroller, and the provisions of the Commonwealth Terms and Conditions. In accordance with 815 CMR 2.00 and state finance law, the Department is under no legal obligation to compensate the Contractor, or to obtain additional funding, for any costs or other commitments which are outside the scope of the executed Contract and which have not been approved by the Department.
4. In no event shall the sum of any and all payment by reimbursement exceed the maximum amount payable to the Contractor hereunder. Requests for payment by cost reimbursement will be honored and funds will be released based on submission by the Contractor, with review and acceptance by the Department, of required data and reports as detailed in this Contract, the availability of funds, and the Contractor's satisfactory compliance with the terms of this Contract.

Each request for payment by cost reimbursement must be made on the Housing Choice Invoice. By submitting the Housing Choice Invoice, the Contractor represents that in accordance with the Contract, including the Contractor's Budget as approved by the Department, articles have been furnished, services have been rendered, or obligations have been incurred by a person authorized to incur such obligations.

The Department's fiscal representative will provide additional billing instructions, if necessary, to the Contractor via email.

When submitted electronically, the Housing Choice Invoice should be attached to the email submission in one email attachment. Any other documents, such as vendor invoices, should be submitted as separate attachments.

In addition to the Housing Choice Invoice, requests for payment by cost reimbursement shall also contain sufficient detail, supporting records, and documentation to support payment. Records to substantiate the Contractor's claims hereunder may include, without limitation, payroll

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Attachment: Standard Contract Form (ORDER-2023-50 : Housing Choice Grant Award)

records, accounting records, and purchase orders that are sufficient to document the Contractor's program and financial activities under this Contract.

The request for cost reimbursement shall be submitted electronically to the attention of:

Brett Morton
Fiscal Representative
brett.morton2@mass.gov

with a copy to:

Filipe Zamborlini
Community Grants Coordinator
filipe.zamborlini@mass.gov

5. All requests for cost reimbursement must be submitted on or before July 17, 2023, if expenses were incurred in FY 2023 – Year 1; and on or before July 15, 2024, if expenses were incurred in FY 2024 – Year 2. Failure to do so may result in delayed reimbursement or denial of the request.
6. The Contractor shall submit the final Housing Choice Invoice on or before July 15, 2024. With the submission of the final Housing Choice Invoice, the Contractor shall return to the Department any unexpended funds that are reflected in the final reconciliation, subject to Section III.C below.

C. Budget or Schedule Changes

1. Any subsequent change in the services and activities to be provided by the Contractor in accordance with the attached Budget, including, but not limited to, extensions of time, requires prior written approval from the Department's assigned program representative listed in Section III.A.6. **Requests for any amendments or extensions shall be reviewed on a case-by-case basis by the Department, and may be approved or denied by the Department at its discretion. Consideration shall only be extended to grantees who are in adherence with Section III.A.5 and other requirements of this Contract. Requests to amend or extend the end date of the Contract must be received by the Department on or before January 31, 2024.**
2. Budget Amendments. The Contractor may transfer funds among the line items in the Budget, only with the written permission of the Department. No amendment to the Contract shall be required for such change. The Contractor shall submit a request for such change electronically to the Department's representatives, listed in Section III.B.4, at least 30 days prior to requesting reimbursement funds under such change. If the

Department does not respond within 30 days of receipt of the requested change, it will be deemed to have approved of the change.

D. Signage, Acknowledgment, Publicity, and Logos

1. Signage. The Contractor may erect or post a sign at a location where Contract funds have been used indicating that financing is being or has been provided in part by the Department as part of the Housing Choice Initiative, subject to compliance with the zoning by-laws or ordinances of the municipality in which the sign is to be erected or posted. The sign shall include the following statement: “Funds for this Project have been provided by a Housing Choice Community Grant provided by the Massachusetts Department of Housing and Community Development.”
2. Acknowledgment. If Contract funds are expended by the Contractor on the preparation or production of a brochure or other publication, the brochure or publication shall include the following statement: “This publication was funded by a Housing Choice Grant provided by the Massachusetts Department of Housing and Community Development.”
3. Publicity; Other Materials. The Contractor may disseminate, publish, or reproduce documents produced in whole or in part pursuant to this Contract, provided that the Contractor furnishes to the Department copies of any such documents thirty (30) days prior to publication, and provided that such documents include the acknowledgment required under Section III.D.2. The Contractor may copyright any books, publications, or other copyrightable materials produced under this Contract, provided that the Contractor shall provide to the Commonwealth as appropriate an irrevocable, nonexclusive royalty-free right to reproduce, publish, or otherwise use or authorize others to use the copyrighted material.
4. Logos. If the Contractor wishes to include a Department logo on any signage or other materials produced in accordance with this section, it may contact the Department’s assigned program representative, listed in Section III.A.6, for the appropriate copy of a logo.
5. Submission to DHCD. Any sign, publication, or other material produced in accordance with this section must be submitted in advance to the Department’s assigned program representative, listed in Section III.A.6, no later than thirty (30) days before posting or distribution. If the Department does not respond within thirty (30) days of receipt of the material, it will be deemed to have approved of the material.

The Department reserves the right to require that the Contractor provide to the Department photographs, video, or other media and/or documentation, if applicable, or copies of such materials, of any project financed in part by the Department under the Housing Choice Initiative.

E. Audit or Financial Review

The Department reserves the right under this Contract to secure its own independent audit or financial review of the Contractor's (or Subcontractor, if applicable) records if, in its sole discretion, the Department determines that it is necessary for any reason.

F. Monitoring

The Department may monitor the Contractor's (or Subcontractor, if applicable) compliance with the Contract. The Contractor shall allow the Department and its representatives access to all of its books and records pertaining to this Contract.

G. Conflict of Interest, Licensure, and Debarment

1. The Contractor shall not engage in any business or personal activities or practices or maintain any relationships which conflict in any way with the full performance of the Contractor's obligations hereunder.
2. The Contractor shall not knowingly employ or compensate any employee of the Commonwealth during the term of this Contract, unless such arrangement is permitted under the provisions of M.G.L. c. 268A. Employment of former Commonwealth employees shall also be in compliance with the provisions of M.G.L. c. 268A.
3. The Contractor represents and warrants that as of the effective date, it has, and that at all times during the term hereof it shall have, at its sole expense, all licenses, certifications, approvals, insurance, permits, and other authorizations required by law to perform its obligations hereunder. The Contractor shall maintain all necessary licenses, certifications, approvals, insurance, permits, and other authorizations required to properly perform activities under this Contract, without reimbursement by the Commonwealth or other adjustment in Contract funds. Further, the Contractor warrants that all employees, agents, and subcontractors performing services under this Contract shall hold all required licenses or certifications, if any, to perform their responsibilities.
4. The Contractor certifies that the Contractor and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal or state department or agency. The Contractor agrees to immediately notify the Department if the Contractor becomes suspended or debarred, or if any licenses, certifications, approvals, insurance, permits, or any such similar requirement necessary for the Contractor to properly perform become revoked, withdrawn, or non-renewed during the Contract period.

H. Enforcement, Suspension, and Termination

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Attachment: Standard Contract Form (ORDER-2023-50 : Housing Choice Grant Award)

1. Enforcement of this Contract and all rights and obligations hereunder are reserved solely to the Contractor and the Department, and not to any third party.
2. The Department may use increased or additional monitoring and reporting as part of its enforcement actions.
3. This Contract may be terminated pursuant to Sections 4 and 5 of the Commonwealth Terms and Conditions.
4. The Department may provide the Contractor with written notice to decrease or cease Contract activity. Effective upon receipt of notice from the Department, or a later date specified therein, the Contractor agrees to decrease, suspend, and/or terminate Contract activity in conformance with the terms of such notice.
5. Upon the termination or expiration of this Contract, the Contractor shall continue to cooperate with all audit, records, and monitoring requirements.
6. Within a maximum of 90 days following the date of expiration or termination of this Contract, the Contractor shall submit all reports and data required by this Contract.

I. Non-Discrimination In The Provision of Services

The Contractor shall not deny services or otherwise discriminate in the delivery of services because of race, color, religion, disability, sex, sexual orientation, gender identity, familial status or children, marital status, age, national origin, ancestry, genetic information, receipt of federal, state, or local public assistance or housing subsidies, veteran/military status, or because of any other basis prohibited by law. The Contractor agrees to comply with all applicable federal and state statutes, rules and regulations and administrative and Executive Orders prohibiting discrimination, including without limitation, the Americans with Disabilities Act, as amended (42 U.S.C. §§ 12101 et seq.), Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. §§ 2000d et seq.), the Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), M.G.L. c. 151B, M.G.L. c. 272 §§ 92A, 98, and 98A, M.G.L. c. 111 § 199A, 42 U.S.C. 9918 (c) and 45 C.F.R. 80.

J. Confidentiality

1. The Contractor certifies that it has established sufficient internal policies to carry out its obligations hereunder.
2. The Contractor shall keep all state records and information, wherever obtained, confidential at all times and comply with all state and federal laws concerning the confidentiality of information. The Contractor shall

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hold all personal data relating to Contract-supported personnel and applicants or recipients of Contract-supported programs and activities in accordance with Section 6 of the Commonwealth Terms and Conditions, the Standard Contract Form and its Instructions and Contractor Certifications, and all applicable Federal and state privacy and confidentiality laws and regulations, including M.G.L. c. 66A, “Massachusetts Fair Information Practices Act;” M.G.L. c. 93H, Security Breaches; 801 CMR 3.00: Privacy and Confidentiality, and 201 CMR 17.00: Standards for the Protection of Personal Information of Residents of the Commonwealth.

3. Pursuant to the Standard Contract Form and its Instructions and Contractor Certifications and the Commonwealth Terms and Conditions, the Contractor certifies that the Contractor has reviewed and shall comply with all information security programs, plans, guidelines, standards and policies that apply to the work to be performed under this Contract, that the Contractor shall communicate these provisions to and enforce them against its subcontractors, and that the Contractor shall implement and maintain any other reasonable and appropriate security procedures and practices necessary to protect personal information to which the Contractor is given access as part of this Contract, from unauthorized access, destruction, use, modification, disclosure, or loss.
4. The Contractor shall notify its agents, employees, subgrantees, and assignees who may come into contact with state records and confidential information that each is subject to the confidentiality requirements set forth herein.
5. The Contractor shall deliver to the Department, within 14 days of a written request by the Department following termination of this Contract, such personal data relating to this Contract as the Department may request; provided, that the Contractor may keep copies of any personal data delivered to the Department; and provided further, that for the purposes of this sentence, the term, “personal data”, shall not include the Contractor’s personnel records.

K. Fraud, Waste, and Abuse

The Contractor shall maintain and use systems and procedures to prevent, detect, and correct fraud, waste, and abuse in activities funded under this Contract.



Attachment B Budget FY2023 Housing Choice Grant

Name of Municipality Include name of Subcontractor if applicable	Program Manager Name, phone and email <i>Include name and contact information of person preparing report if different from project manager</i>
Town of Melrose	Name: Denise Gaffey Phone: (781) 979-4190 Email: dgaffey@cityofmelrose.org

Project Description <i>Brief Summary of Project</i>
The City of Melrose will re-write its zoning ordinance to be user-friendly as well as make changes that are identified in the recently approved Housing Production Plan.

Project Tasks	Cost by Task
Consultants/Prof. Fees	\$67,500.00
Meeting Express/Events	\$0.00
Project Supplies/Materials	\$2,500.00
Other/Miscellaneous	\$5,000.00
Design/Engineering/Permitting	\$0.00
Bidding	\$0.00
Construction	\$0.00
Construction Admin	\$0.00
Contingency	\$0.00
TOTAL	\$75,000.00

(add additional rows as necessary)

rev. 10/2021

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Bid Solicitation: BD-22-1100-EED01-EED01-70294

Responses Due in 0 Days, 0 Hours, 0 Minutes

Header Information

Bid Number:	BD-22-1100-EED01-EED01-70294	Description:	Community One Stop for Growth - FY2023 Round	Bid Opening Date:	06/04/2022 12:00:00 AM
Purchaser:	Juan Vega	Organization:	Executive Office of Housing and Economic Development		
Department:	EED01 - Economic Development	Location:	EED01 - Economic Development		
Fiscal Year:	22	Type Code:	NS - Non-Statewide Solicitation	Allow Electronic Quote:	Yes
Alternate Id:		Required Date:		Available Date :	01/21/2022 12:00:00 AM
Info Contact:	Website: www.mass.gov/onestop, Email: onestop@mass.gov	Bid Type:	OPEN	Informal Bid Flag:	No
Purchase Method:	Blanket				
Blanket/Contract Begin Date:	07/01/2022	Blanket/Contract End Date:	06/30/2023		

Pre Bid Conference: Visit www.mass.gov/onestop for a schedule (or recordings) of the information sessions - One Stop Webinars. In addition to reviewing the webinars, applicants can receive feedback by submitting an Expression of Interest as outlined in the NOFA.

Bulletin Desc: The Community One Stop for Growth is a single application portal and collaborative review process for community and economic development grant programs that make targeted investments based on a Development Continuum. Single- and multi-year grants awards will be made from various programs through EOHD, DHCD, and/or MassDevelopment via the One Stop Full Application. Expressions of Interest accepted through March 18, 2022. For the most up to date program information, visit www.mass.gov/onestop.

Ship-to Address:	Robin Pezzone 1 Ashburton Place-Room 2101 Boston, MA 02108 US Email: robin.pezzone@state.ma.us Phone: (617)788-3627	Bill-to Address:	Robin Pezzone 1 Ashburton Place-Room 2101 Boston, MA 02108 US Email: robin.pezzone@state.ma.us Phone: (617)788-3627	Print Format:
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File Attachments: [FY23 One Stop Notice of Funding Availability \(NOFA\)](#)
[FY23 One Stop Expression of Interest Template](#)
[FY23 One Stop Full Application Template](#)

Form Attachments:

Attachment: Standard Contract Form (ORDER-2023-50 : Housing Choice Grant Award)

Required Quote Attachments

SBPP (Small Business Purchasing Program) Eligible?: NO

See SBPP requirements and exceptions at www.mass.gov/sbpp :

Item Information

Item # 1: (00-00 - 00) The Community One Stop for Growth is a single application portal and collaborative review process for community and economic development grant programs that make targeted investments based on a Development Continuum. Single- and multi-year grants awards will be made from various programs through EOHE, DHCD, and/or MassDevelopment via the One Stop Full Application. Expressions of Interest accepted through March 18, 2022. For the most up to date program information, visit www.mass.gov/onestop.

U N S P S C Code: 00-00-00
Grant Opportunity

Qty	Unit Cost	UOM	Total Discount Amt.	Tax Rate	Tax Amount	Total Cost
1.0		EA - Each				
Manufacturer:			Brand:		Model:	
Make:			Packaging:			

Exit

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Attachment: Standard Contract Form (ORDER-2023-50 : Housing Choice Grant Award)



CITY OF MELROSE

OFFICE OF THE MAYOR

City Hall, 562 Main Street
Melrose, Massachusetts 02126
Telephone - (781) 979-4444
Fax - (781) 662-2111

PAUL A. BRODEUR
Mayor

June 3, 2022

Secretary Mike Kennealy
Executive Office of Housing and Economic Development
1 Ashburton Place, Room 2101
Boston, MA 02108

RE: Community One Stop for Growth Request for Melrose, Massachusetts

Dear Secretary Kennealy,

Thank you for the opportunity to provide support for the City's application for the FY23 Community One Stop for Growth request for the Zoning Ordinance Re-write project. Recodifying the City's Zoning Ordinance and addressing the zoning goals in the City's recently approved Housing Production Plan will enable the city to provide a user-friendly, progressive blueprint for future development.

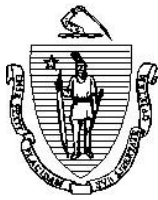
As with many other cities and towns in the Commonwealth, the City of Melrose is facing a critical housing shortage. Many of the zoning amendments that the city would like to put forth will directly address increasing the housing supply and diversifying the housing stock. A comprehensive review and reorganization of the Zoning Code will allow the City to effectively address the structure and known issues with the Code and incorporate publicly supported and community driven changes.

Melrose has been a leader in promoting smart growth and transit-oriented development and we have amended our zoning regulations many times over the past two decades to promote these principles and support best planning practices. We have dedicated planning staff and committed volunteers comprising our Zoning Subcommittee who are poised to continue this work, and they recognize the value that a clear and comprehensive zoning ordinance will provide. This grant will enable the city to build on our past success while promoting new opportunities for housing production, providing deeper levels of affordability, and integrating community input wherever we can to shape future redevelopment throughout our city. We are excited to take on this project and we look forward to your support.

Sincerely,

Paul Brodeur
Mayor

Attachment: Standard Contract Form (ORDER-2023-50 : Housing Choice Grant Award)



DEPARTMENT OF HOUSING & COMMUNITY DEVELOPMENT

Charles D. Baker, Governor ♦ Karyn E. Polito Lt. Governor ♦ Jennifer D. Maddox, Undersecretary

October 17, 2022

The Honorable Paul Brodeur
Mayor, City of Melrose
562 Main Street
Melrose, MA 02176

Dear Mayor Brodeur:

RE: Melrose 0922 Application

Thank you for submitting this application to the FY2023 Community One Stop for Growth. The Executive Office of Housing and Economic Development (EOHED), Department of Housing and Community Development (DHCD), and Massachusetts Development Finance Agency (MassDevelopment) worked together to evaluate all eligible applications and recommended the most ready and highest-impact projects for a grant. This application from City of Melrose was reviewed by the program(s) that could best serve the project's funding needs.

On behalf of the Baker-Polito Administration, I am pleased to inform you that a grant in the amount of **\$75,000** from the **Housing Choice Grant Program** has been approved to support your project.

This award is contingent the execution of a grant contract between the City of Melrose and the Department of Housing and Community Development (DHCD) and the satisfaction of its special conditions and requirements. We will send the grant contract to the contact person identified in your application, as well as an invitation to an online training on October 25, 2022 at 11:00 a.m. related to grant administration and contract guidance to highlight contractual obligations. Please do not proceed with grant activities until the contract is fully executed. If you have any questions, please contact Chris Kluchman, FAICP, Deputy Director at Chris.Kluchman@mass.gov, and Filipe Zamborlini, Community Grants Coordinator at Filipe.Zamborlini@mass.gov.

Finally, please note that public announcement of this award is embargoed until the Administration has had the opportunity to formally announce it through a local event and/or media release. Please refrain from sharing or publicizing news about this award outside of your organization until it is officially announced.

Congratulations once again. We look forward to working with you to address the City of Melrose's housing and community development needs.

Sincerely,

Jennifer D. Maddox
Undersecretary, DHCD

§ 56-10. Assistant City Clerk.

- A. The City Clerk shall, on or before the first Monday in February in each year, appoint an Assistant City Clerk, subject to confirmation by the City Council.
- B. The Assistant City Clerk may be removed by the vote of a majority of all the members of the City Council taken by roll call.
- C. In the absence of the City Clerk, the Assistant City Clerk shall perform all the duties of the office and shall perform such other duties as he/she may be called upon to perform by the City Clerk.

State law reference — Authority to appoint assistant city clerk, MGL c. 41, § 18.



PAUL BRODEUR
Mayor

CITY OF MELROSE

OFFICE OF THE MAYOR

City Hall, 562 Main Street
Melrose, Massachusetts 02176
Telephone - (781) 979-4440
Fax - (781) 662-2182

MEMORANDUM

To: Melrose City Council
From: Mayor Paul Brodeur
RE: Commission on Disability Reappointment
Date: January 3, 2023

I respectfully request the Honorable City Council confirm the reappointment of Margaret Sheets, 53 Melrose St., Apt. 3D, to the Commission on Disability for a three-year term, said term to expire on the last day of February 2026.

Ms. Sheets possesses approximately 10 years of experience working for the Disability Policy Consortium of Massachusetts, and during her time with the Commission, has proven herself to be an invaluable member. I am confident that her reappointment will help the commission continue to drive forward its mission of ensuring Melrose is fully inclusive of people with disabilities and assist the commission in meeting one of its core objectives: reviewing and making recommendations about policies, procedures, services, activities, and facilities of departments, boards, and agencies of the City of Melrose as they affect people with disabilities.

Thank you for your consideration.

Margaret Sheets

53 Melrose St. Apt. 3D Melrose, MA 02176

Relevant Experience

Disability Policy Consortium Massachusetts, My Ombudsman Program Boston, MA

Operations Coordinator, 6/2018-Present

- Conduct research and write articles for the Disability Policy Consortium's weekly newsletter
- Edit reports regarding information on MassHealth members' cases to ensure readability
- Conduct satisfaction surveys to assess MassHealth members' thoughts on the My Ombudsman program
- Analyze satisfaction survey results and present survey data to staff to help with assessing staff performance
- Arrange logistics and work with transit authorities statewide to post My Ombudsman ads on public buses
- Transcribe interviews and analyze results to assess MassHealth members experiences with LTS Coordinators
- Orient newly hired staff to policies and best practices for working as part of the My Ombudsman team
- Work with My Ombudsman staff to design items to be distributed at outreach events
- Interview candidates as part of an interview committee for positions within the My Ombudsman team
- Interview and supervise summer interns
- Represent the My Ombudsman Program at statewide events
- Respond to staff inquiries about office policies, procedures, locations of supplies and other documents
- Organize and facilitate staff wellness activities and ensure staff members' life events are recognized
- Respond to phone inquiries from the public and connect them with appropriate resources
- Work with three staff members to develop strategies to organize their tasks to increase their productivity

Disability Policy Consortium Massachusetts, Malden, MA

Health Care Advocate and Research Assistant, 7/2014-6/2018

- Researched and wrote issue briefs to distribute to disability advocates on topics impacting people with disabilities
- Supervised an intern in compiling information for a database regarding scholarships for students with disabilities
- Lead a discussion group for women with disabilities in Second Life to further empower women with disabilities
- Researched disability topics to respond to consumer requests for information
- Worked with a team to organize a symposium on transportation access for young adults with disabilities sponsored by Easter Seals Massachusetts
- Conducted customer satisfaction surveys to analyze the quality of services delivered by One Care Ombudsman staff
- Presented on barriers to sexual healthcare faced by people with disabilities, as part of a UMass Medical School webinar
- Designed and wrote content for a resource guide to assist people with disabilities who may be experiencing violence
- Transcribed phone interviews for researchers at the Mongan Institute to assess patients' experiences with EMT care
- Organized logistics analyzed results and wrote a report of discussion groups on healthcare-seeking habits of people with disabilities to inform the work of disability-related organizations.
- Called over 100 people with disabilities to urge them to attend meetings regarding changes to MassHealth
- Created online surveys and analyzed results via SurveyMonkey to gather data on various topics of interest to the DPC
- Gave presentations to educate 10-20 students at Lesley College about disability history and advocacy

Community Catalyst, Boston, MA

Program Associate, 7/2013-11/2014

- Organized all logistics and guest list for an off-site Community Catalyst meeting with 20 medical leaders
- Conducted internet research on conflict-of-interest issues in medical education to provide information for publication
- Analyzed medical schools' conflict of interest policies to edit toolkits to help improve schools' policies
- Recruited 20-30 participants and managed logistics for conference calls and webinars

Easter Seals Massachusetts, Boston, MA

Public Affairs Intern, 9/2012-7/2013

- Testified before health and human service committees at the Massachusetts State House on employment issues
- Researched disability topics and wrote reports summarizing the information for use by Easter Seals staff

Attachment: MSResume_2023 (ORDER-2023-55 : Reappointment of Margaret Sheets to the Commission on Disability)

Dana-Farber Cancer Institute Center for Community-Based Research, Boston, MA
Research Assistant II, 10/2011-5/2012

- Reviewed articles for use in manuscripts
- Edited and wrote content for articles subsequently published in academic journals
- Analyzed focus group results concerning women's opinions of changes in mammography guidelines
- Designed format and wrote content for PowerPoint presentations and newsletters

Academic Publications

Allen, J. D., Bluethmann, S. M., Sheets, M., Opdyke, K. M., Gates-Ferris, K., Hurlbert, M., & Harden, E. (2013). Women's responses to changes in US preventive task force's mammography screening guidelines: results of focus groups with ethnically diverse women. *BMC public health*, 13(1), 1169-1181

Allen JD, Mars D, Tom D, Apollon G, Hillaire D, Iralien G, Cloutier L, Sheets M, Zamor R (2013). Health beliefs, attitudes and service utilization among Haitians. *Journal of Health Care for Poor and Underserved*, 24, 106-119

Education

Emerson College (in collaboration with **Tufts University School of Medicine**), Boston, MA, **Graduated:** 2010
 Master of Arts in Health Communication; Awarded a graduate assistantship

American University School of International Service, Washington, DC, **Graduated:** 2008
 Bachelor of Arts in International Studies

MEAF-AAPD Congressional Internship Program Paid Intern-Summer 2006

- Interned in the Washington DC offices of Senator Debbie Stabenow and the US Senate Health, Education, Labor and Pensions Committee

Skills

Computer Skills: Microsoft Word, Excel, PowerPoint, Outlook, Publisher, OneNote, Adobe Reader, EndNote, SPSS

Language Skills: Proficient in conversational Spanish

Janet M. Nevin

415 East Foster Street, Melrose, MA 02176

- Objective:** Seeking a position in a dynamic and collaborative environment, where my experience and talents will contribute to the growth and success of the organization.
- Skills:** Flexible, resourceful, detail oriented, with exceptional communication skills. Focused, dependable, a solid team player and consensus-builder. Proven expertise in writing, editing and proofreading, as well as experience with grant administration support.
- Education:** University of Vermont
Mass Communications & Theater Major
- Professional:** **SDM Foundation Associate**
Worked as a team member to provide administrative and marketing support for a non-profit focused on teaching people to use technology to enrich their lives. Our services were tailored to individual needs and were available free of charge. Responsibilities included the overall customer experience and community outreach. Also set-up the monthly Shop Talks Speaker Series with local experts on a variety of technical topics. Assisted with scheduling and publishing monthly newsletters.
- City of Melrose | Health Department Grant Administrator**
Provided administrative support to Melrose Substance Abuse Prevention Coalition. Assisted with production and dissemination of all Coalition materials, including Annual Report, meeting minutes and press releases. Coordinated staffing for off-site events. Worked from grant inception to build relationships with community groups, schools, police and local businesses in support of Coalition mission.
- Continental Cablevision, Inc. Office Manager and Executive Assistant to the Chairman & CEO**
Hired, trained and managed office staff, maintained office systems and acted as liaison to corporate vendors through office relocation process; represented company at corporate sponsored events.
- Volunteer / Community Development:** **The Bridge | A School/Community Partnership Former Board Member and Bee Committee Member**
Developed policies and goals for organization and represented Board at community and school district events; assisted with planning yearly fundraiser as member of raffle committee.
- Melrose Alliance Against Violence Supporter and Current Walk Committee Member**
Assist in planning annual walk for an organization whose mission is to raise community awareness of domestic and teen dating violence and to promote programs to reduce violence and encourage healthy relationships.
- Community Coalition of Melrose Former Member**
Served as community representative for group comprised of local businesses and organizations, which was formed to promote quality of life within Melrose.
- Common Ground Teen Center Founding Member & Former Volunteer**
In response to community need, helped to establish drop-in center for community youth. Assisted with strategic planning, staffing and fundraising.
- Volunteer:** **Melrose Schools** – Former volunteer at a variety of levels, most recently in the community reading program
Meals on Wheels Program – Former delivery team member
Melrose Parent Workshop – Former member – developed and co-chaired parent & community speaker series.
The Food Drive, Melrose – Current volunteer
- Award:** **City of Melrose** – Volunteer of the Year - 2007



Paul Brodeur
Mayor

CITY OF MELROSE

OFFICE OF THE MAYOR

City Hall, 562 Main Street
Melrose, Massachusetts 02176
Telephone - (781) 979-4440
Fax - (781) 662-2182

MEMORANDUM

To: Melrose City Council
From: Mayor Paul Brodeur
Re: Council on Aging Reappointment
Date: January 3, 2023

I respectfully request the Honorable City Council confirm the reappointment of Janet Nevin, 415 East Foster Street, to the City of Melrose Council on Aging Board, for a three-year term, said term to expire on the last day of February 2026.

Ms. Nevin's reappointment comes with full support from the entire Council on Aging Board. With an extensive background in event planning, community outreach, and administrative support, as well as noteworthy volunteerism, it is also my strong recommendation that Janet Nevin's reappointment to the Melrose Council on Aging Board is approved.

Thank you for your consideration.

Attachment: 1_3_2023_Memo_Janet_Nevin_ (ORDER-2023-56 : Reappointment of Janet Nevin to the Council on Aging Board)

8410 Education, Public Safety and Substance Abuse Stabilization Fund Proposal

City of Melrose Health and Human Services

Prevention and Wellness

The City of Melrose Health and Human Services (HHS) Department proposes to utilize the revenue in the stabilization fund for citywide public health prevention and wellness initiatives, including cannabis education, public safety, and recovery coaching.

The staff person who will lead this work and is proposed to be paid out of this fund beginning January 2023, is a 15-year HHS employee, Kara Showers. Kara is a Certified Health Education Specialist with a Masters Degree in Public Health. As the Prevention and Wellness Coordinator in HHS, Kara is responsible for:

- Leading and managing chronic disease prevention and community health initiatives, using a public health lens.
- Coordinating prevention grants.
- Assessing the public health needs of the Melrose community.
- Supporting prevention service programs related to substance use and mental health.

In Massachusetts, cannabis & marijuana use are on the rise from youth to senior citizen populations. *(The word “cannabis” refers to all products derived from the plant*

Cannabis sativa. The cannabis plant contains about 540 chemical substances. The word “marijuana” refers to parts of, or products from, the plant *Cannabis sativa* that contain substantial amounts of tetrahydrocannabinol (THC). CBD, or cannabidiol, is the second most prevalent active ingredient in cannabis. While CBD is an essential component of medical marijuana, it is derived directly from the hemp plant, a cousin of marijuana, or manufactured in a laboratory. Cannabidiol (CBD) is a compound found in marijuana. CBD is not impairing, meaning it does not cause a “high.”^{1,2}

According to the most recent administration of the Youth Risk Behavior Survey (YRBS), Melrose high school youth report the following:

- 25% have tried marijuana at least 1 time in their life
- 10% reported using marijuana at home and 16% reported using at a friend’s house
- 28% thought that their friends feel marijuana is *not wrong at all*, 23% thought their friends thought it was a *little bit wrong*
- 50% of youth reported getting marijuana from a friend

Research shows that heavy cannabis users are more likely to report thoughts of suicide than non-users and regular cannabis use is likely to increase the risk of developing a social anxiety disorder³. Increased awareness of the health effects of marijuana and how THC impacts the brain and mental health is imperative for Melrose youth. Collaborating with the Melrose Health and Wellness Coalition (*formerly the Melrose Substance Abuse Prevention Coalition*), and the Melrose Public Schools administration, faculty and staff, this information, as well as refusal skills and social norming campaigns, can be presented using available evidence-based marijuana toolkits⁴. Secondly, this funding could support the development and implementation of healthy coping mechanisms for students, which are an essential outlet in a young person’s life. Finally, partnering with local organizations (i.e., PTO’s) and parents to host events like “In Plain Sight” show family members how and where to look for early cannabis use signs.

¹ [CBD: What You Need to Know \(cdc.gov\)](https://www.cdc.gov/drugprevention/cannabis/index.html)

² [Cannabidiol \(CBD\): What we know and what we don't - Harvard Health](https://www.health.harvard.edu/staying-healthy/cannabidiol-cbd-what-we-know-and-what-we-dont)

³ [Mental Health - The Health Effects of Cannabis and Cannabinoids - NCBI Bookshelf \(nih.gov\)](https://www.ncbi.nlm.nih.gov/bookshelf/201747700/)

⁴ [Cannabis Awareness & Prevention Toolkit | Cannabis Awareness and Prevention Toolkit | Stanford Medicine](https://www.stanfordmedicine.stanford.edu/cannabis-awareness-prevention-toolkit/)

It is not only important to educate our youth about marijuana but support our adult and elderly populations. Thirteen percent of Melrose adult respondents from the COVID Community Impact Survey (CCIS) data⁵ said they have used marijuana in the past 30 days. Since recreational use is legal among adults, an assumption can be made that use is even higher than that. Further, both Melrose adults and senior citizens could benefit from more dialogue and education on this topic. With this funding, HHS, in partnership with COA, can host meetings and other events to provide information on cannabis/marijuana/CBD, identify resources and present subject matter experts.

For those residents struggling with substance use, this funding can also bring recovery coaching services to the City. A peer recovery coach or community health worker can assist individuals by finding the necessary recovery resources, establishing accountability as well as another level of support. Recovery coaching services are expanding in surrounding communities as its importance is being recognized across all ages.

According to the 2019 MelroseWakefield Healthcare Community Needs Assessment, 8.2% of Melrose residents died of chronic ischemic heart disease, making it one of the top 3 causes of death in the City ⁶. A large study led by researchers at Stanford Medicine stated that p⁷_{0.001}. Of course, these heart disease cases cannot all be attributed to marijuana use. However, all residents young and old could benefit from healthy heart prevention initiatives—from more opportunities for the community to connect to ways to increase daily physical activity.

To make Melrose an even healthier community, and to support overall resident wellness, this funding will provide increased services community-wide. It will provide supplies, staffing, facilities, etc. to offer projects such as:

- Councilor-led community health forums in wards across the City 1-2x year. *Health topics could include CBD/cannabis/marijuana, heart disease, lung cancer, COVID, and/or others.*
- Yoga, Tai Chi, Mindfulness, Art Classes, StoryBook Walks etc. in our passive City parks and other designated City spaces.
- Healthy aging and dementia risk reduction initiatives.

⁵[CCIS Data](#)

⁶ [Melrose-Wakefield Hospital 2019 Community Data Profile](#)

⁷ [Marijuana linked to heart disease; supplement may mitigate risk, study reports | News Center | Stanford Medicine](#)

- Recovery coaching services.
- Open space and recreation support.
- Blood pressure screenings for adult and older adult populations.
- Healthy food security partnerships with our local faith-based organizations/food pantries and food rescue organizations.
- Space to hold events and classes for the community.

BUDGET ESTIMATE: (January 2023-December 2023, initial start-up investment costs)

Item	~\$	MUNIS Category
Prevention and Wellness Coordinator (part-time)	\$51,456 \$7,246	Salary, Wages, Benefits
Evidence-based marijuana prevention downloadable toolkits (topics: cognitive function, refusal skills and social norming campaigns) & short policymaker trainings	\$1,000	Supplies, Printing, Professional Services, Training
Healthy coping classes (art, exercise classes: mindfulness, yoga, tai chi, walks)	\$14,000	Contract, Supplies, Professional Services
Recovery Coaching Services/Community Health Worker with addiction specialist training	\$25,000	Contract
Community Connectedness Space for events & classes ("In Plain Sight", Community Health Forums, speakers to discuss CBD/ cannabis/marijuana)	\$16,000	Contract, Supplies, Professional Services
Healthy Aging/Dementia-Friendly initiatives	\$8,000	Supplies, Professional Services
Open Space/Recreation support	\$9,000	Supplies
Blood Pressure Screenings	\$2,000	Supplies, Professional Services
Healthy Food Security (i.e. mini food pantries)	\$13,000	Supplies, Contract
Trainings & Continuing Education	\$2,000	Training

Advertising	\$1,500	Advertising
TOTAL	\$150,202	



CITY OF MELROSE

Human Resources Department

Polina Latta
 Director
 Platta@cityofmelrose.org

City Hall, 562 Main Street
 Melrose, Massachusetts 02176
 (P) 781-979-4146
 (F) 781-979-4246

To: President Chris Cinella
 Melrose City Council

From: Polina Latta, Human Resources Director

Re: Compensation and Classification Study

Date: October 12, 2022

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

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

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

This is a base salary plan and does not include compensation for stipends, cost-of living, benefits, or other compensation. For initial placement of employees within the plan, the City used the approach of placing at the step closest to but just above their current wage in order to not

Attachment: HRMemoHRS [Revision 2] (ORDER-2023-29 : An Appropriation from Contract Stabilization)

reduce the pay of any current employee. For employees whose salary was below the minimum of the pay range efforts were made to bring it into the range. To maintain fairness, it was recommended that should an employee salary fall above the upper limit of the range the City should maintain that salary and not reduce it.

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

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

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

Ghobrial, Andrew

From: Golden, Kerriann
Sent: Friday, October 28, 2022 12:42 PM
To: Grigoraitis, Jennifer
Cc: Dello Russo, Patrick; Phillips, Shannon; Latta, Polina; Ghobrial, Andrew; Cinella, Christopher
Subject: RE: Request for additional documentation for orders 2023-29, 2023-30, 2023-31
Attachments: 8404ContractStabilizationHistory.pdf; 2006-221 Creation of Contractual Obligations S&W Stabilization Fund.pdf

Good Morning Councilor Grigoraitis,

Patrick and I are providing the information for the questions below that are relevant to our piece. Attached please find a 10 year history of the Contract Stabilization Fund. This fund was established by the Council Order attached 06-221.

-Contract Stabilization was established by Council Vote 06-221 and in accordance with MGL Chapter 40, Section 5B.
 -Water Retained Earnings and Sewer retained earnings were established under MGL Chapter 44, Section 53F ½ for Enterprise Funds.

There are no CBAs that are restricted from using the Contractual Obligations and Salary & Wages Stabilization Fund.

For orders 2023-30 and 2023-31- Yes, these raises will be retro to the start of Fiscal Year 2023. For the FY 2023 budget, Steps and longevity changes were budgeted. Appropriation Orders 2023-30 and 2023-31 represent the COLA negotiated with both Local 272 Clerical and Local 272 Laborers.

Thanks
 Kerri
 Assistant City Auditor
 City of Melrose
 562 Main Street
 Melrose, MA 02176

From: Grigoraitis, Jennifer <jgrigoraitis@CityofMelrose.org>
Sent: Monday, October 24, 2022 11:27 AM
To: Latta, Polina <platta@CityofMelrose.org>; Dello Russo, Patrick <PDelloRusso@CityofMelrose.org>; Phillips, Shannon <sphillips@CityofMelrose.org>
Cc: Ghobrial, Andrew <aghobrial@CityofMelrose.org>; Cinella, Christopher <ccinella@CityofMelrose.org>
Subject: Request for additional documentation for orders 2023-29, 2023-30, 2023-31

Good morning,

My understanding is that some combination of the three of you will be before the Appropriations & Oversight Comm to speak to these three orders. In advance of that meeting (which I know Andrew is working to get scheduled), I would like to receive the following additional information:

Attachment: Request for additional documentation for orders 2023-29, 2023-30, 2023-31 (ORDER-2023-29 : An Appropriation from Contract

- ten-year history of all approved withdrawals from the contract stabilization account and indication of what was approved (e.g., in X year the council approved Y amount to go toward funding retro raises for Z collective bargaining agreement)
- Copy of the compensation study completed by the consultant any any related documents
- A list of any identified non-union positions that are currently identified for a compensation adjustment under order 2023-29 to maintain compliance with the MA Equal Pay Act
- List of all positions by job title and department slated to be adjusted under the 2023-29 funding request
 - For these positions, total current annual compensation, inclusive of stipends, COLAs ,and any other monetary compensation paid out of all City funds (operating and enterprise)

Additional questions (that I am happy to discuss beforehand and also anticipate asking in the meeting):

- What is the stated purpose for the contract stabilization, water retained earnings, and sewer retained earnings funds? Is this stated purpose set by: state statute/charter/city admin/all of the above?
- Are there any collective bargaining units within the City (including those under MPS) that are not eligible to access the contract stabilization fund? If so, why?
- Orders 2023-30 and 2023-31 reference that the funding request is for FY 23 funding for a union contract. When was this contract settled? Are these raises retro to the start of the fiscal year? Were any of these raises budgeted for in the current FY 23 budget, or is the totality of the increases being absorbed through the stabilization and retained earnings fund?

Thank you.

Best,

Jen

Jen Grigoraitis, she/her/hers

Ward 6 Councilor, City of Melrose

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

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Established Council Order 06-221 in accordance with MGL Chapter 40, Section 5B		
8404 Contract Stabilization		
Detail	Description	Funding Orders
Opening Balance Fiscal year 2013		
2014-74	Clerical - 1 Year	(17,104.23)
2015-102	Library 1 Year	(12,343.95)
2016-55	Laborers 1 Year	(73,241.53)
2016-56	Laborers 1 Year Cemetery	(19,718.89)
2017-39	Fire 2 Years	(369,520.22)
2017-36	Clerical - 1 Year	(9,593.40)
2017-109	Patrol 2 Years	(213,259.09)
2018-55	Library 1 Year	(13,000.00)
2018-152	Fire 1 Year	(103,750.00)
2019-52	Police 1 Year	(101,827.00)
2020-17	City Solicitor - Liquor Commission stipend	(5,000.00)
2020-18	Clerical - 1 Year	(61,138.14)
2022-42	Fire - 2 Years	(317,693.00)
		(1,317,189.45)



CITY OF MELROSE
In Board of Aldermen

June 5, 2006

AN ORDER
06-221

Creation of a new Stabilization Fund entitled "Contractual Obligations and Salary & Wages Stabilization Fund", in accordance with Massachusetts General Laws Chapter 40, Section 5B

Offered by Mayor Robert J Dolan
BE IT ORDERED

that, the creation of a new Stabilization Fund entitled "Contractual Obligations and Salary & Wages Stabilization Fund" Number 8404, in accordance with Massachusetts General Laws Chapter 40, Section 5B be, and hereby is passed.

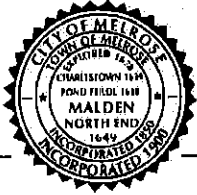
PASSED

JUN - 5 2006
[Signature]
President of the Board of Aldermen

APPROVED

JUN - 7 2006
[Signature]
MAYOR

Attachment: 2006-221 Creation of Contractual Obligations S&W Stabilization Fund (ORDER-2023-29 : An Appropriation from Contract



CITY OF MELROSE

Melrose, 25 ^{MAY} June 2006

The Committee on

Appropriations

To Which Was Referred Paper No.

06-221

Entitled

Creation of a new Stabilization Fund entitled "Contractual Obligations and Salary & Wages Stabilization Fund", in accordance with Massachusetts General Laws Chapter 40, Section 5B

REPORTS as Follows:

that it recommends passage of the Order.

For the Committee

Robert A. Boisselle

Chairman



CITY OF MELROSE

MELROSE CITY HALL
562 Main Street
Melrose, Massachusetts 02176

ROBERT J. DOLAN
Mayor

Telephone: (781) 979-4444
Fax: (781) 662-2188

May 11, 2006

To the Honorable Board of Aldermen:

I respectfully request the creation of a new stabilization fund entitled "Contractual Obligations and Salary & Wages Stabilization Fund" in accordance with Massachusetts General Laws Chapter 40, Section 5B

Robert J. Dolan
MAYOR

GUIDELINES:**I. MULTIPLE STABILIZATION FUNDS****A. Creation of Funds**

Stabilization funds may be created for one or more different purposes. G.L. Ch. 40 §5B. A fund may be created for a broad category of spending purposes, *e.g.*, any lawful purpose, capital budget purposes or purposes for which the community may borrow money. It may also be created for a specific purpose or project, *e.g.*, acquire a new fire truck or undertake a particular school construction project.

Creation of a fund requires a ~~(two-thirds vote)~~ of the legislative body of the city, town or district. The vote must clearly define the purpose(s) of the fund.

B. Pre-existing Fund

Any pre-existing stabilization fund balance should continue to be treated as a reserve for any lawful purpose, *i.e.* a "general" stabilization fund. The city, town or district can reallocate or earmark all or part of that balance to any new stabilization funds it creates by a vote to transfer monies from that "general" stabilization fund to the newly created fund. See Section I-D below.

C. Changing Fund Purpose

The purpose of a stabilization fund may be changed at any later time by a two-thirds vote of the legislative body. For example, if a community had established a fund in order to reserve monies to acquire a new fire truck and a balance remains after the purchase, the legislative body could vote to change the purpose to meet some new savings objective.

If a Proposition 2½ levy limit override was approved for the purpose of funding the particular stabilization fund, however, the city or town must also follow the referendum procedure explained in Section II-C below to be able to change the fund purpose and then continue using the additional levy capacity resulting from that override in future years.

D. Appropriations and Transfers

Appropriations into and from any stabilization fund require a two-thirds vote of the legislative body.

**CITY OF MELROSE**

MELROSE CITY HALL
562 Main Street
Melrose, Massachusetts 02176

ROBERT J. DOLAN
Mayor

Telephone: (781) 979-4444
Fax: (781) 662-2111

May 11, 2006

To the Honorable Board of Aldermen:

I respectfully request the creation of a new stabilization fund entitled "Contractual Obligations and Salary & Wages Stabilization Fund" in accordance with Massachusetts General Laws Chapter 40, Section 5B

Robert J. Dolan
MAYOR

PUBLIC HEARINGS

Public Hearing Set _____

Melrose Free Press _____

MMTV _____

Public Works Notified _____

Utilities Notified _____

Abutters Notified _____

Post Call _____

Invoice _____

LICENSES

Sent Fire ☐ CORI ☐
 Building ☐ Health ☐
 Wts. & Meas. ☐ Police ☐

Rec'd Fire ☐ CORI ☐
 Building ☐ Health ☐
 Wts. & Meas. ☐ Police ☐
 Class II Bond ☐
 Workers Comp Affidavit ☐

CLAIMS

Auditor ☐ City Solicitor ☐
 Public Works ☐ _____ ☐
 _____ ☐ _____ ☐

emailed to department heads ☒
 Ordinances changes:
 Mailed to General Code ☐
 Copy to Book ☐

APPOINTMENTS

Letter ☐ Oath ☐

No 06-22 / original date May 15, 2006

In Board of Aldermen

Referred to Committee on

Appropriations

Creation of a new Stabilization Fund entitled
 "Contractual Obligations and Salary & Wages
 Stabilization Fund", in accordance with
 Massachusetts General Laws Chapter 40, Section
 5B

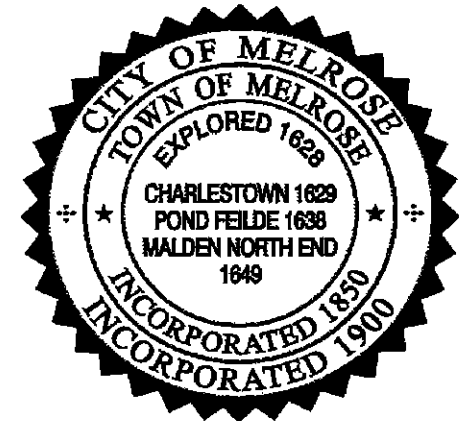
JUN 05 2006

Passed as amended ☐ Passed ☒
 Rule _____ suspended ☐ Defeated ☐
 Immediate consideration ☐ Place on file ☐
 Reconsideration defeated ☐ Reconsidered ☐
 Leave to withdraw ☐ Tabled ☐
 Granted, adopted, confirmed ☐ Recommended ☐
 Null & Void ☐
 Ordained Roll Call ☒ Yea ☐ Nay

Mary Rita O'Shea
 Clerk

Aldermen	Yea
Boisselle	☒
Brodeur	☒
Buonopane	☒
Conn	☒
Forbes	☒
Heavey	☒
Mortimer	☒
Seaboyer	☒
Tramontozzi	☒
Wright	☒
Infurna, Pres.	☒

TOTAL	10	0
-------	----	---



FY23 CLASSIFICATION PLAN	
City of Melrose	
Grade / Position	
6	
	<i>No Positions Assigned</i>
7	
	<i>No Positions Assigned</i>
8	
	Administrative Assistant-PT (Veterans, Recreation, Police)
	Event Operations Assistant - Memorial Hall
	Pine Banks Laborer
9	
	Animal Control Officer - PT
	Assistant Parks Superintendent
	Human Resources Assistant
	Program Coordinator - MA in Motion
	Program Coordinator - Tobacco/Alcohol
	Recreation Coordinator
10	
	Assistant to the Director of Inspectional Services
	Executive Assistant to City Solicitor
	Executive Office Manager - Police
	Finance Administrator - Fire Dept./Public Safety
	Milano Center Manager (COA)
11	
	Assistant City Clerk
	Clerk of Committees
	Finance Manager (Auditing)
	Public Health Specialist
12	
	Cemetery Administrator
	Communication and Community Outreach Coordinator
	Emergency Management Director
	Local Building Inspector (Certified)
	Plumbing and Gas Inspector
	Sealer of Weights and Measures
	Project Engineer
	Water-Sewer Administrator (Billing)
	Wiring Inspector
13	
	Assistant Library Director/Head of Technical Services
	Assistant Treasurer
	Building Systems Supervisor - DPW
	Human Resources Coordinator
	Project/ Systems Administrator
	Senior Planner
	Sustainability Manager
	Systems Analyst IT (city and schools) - networks/databases

FY23 CLASSIFICATION PLAN
City of Melrose
Grade / Position
14
Veterans Services Director (Regional Position)
15
Director of Economic Recovery and Business Development
16
Assistant Director of IT
Executive Director Melrose Memorial Hall
City Clerk
17
Deputy City Engineer
Financial Systems Analyst/Project Manager (Auditor/IT Depts.)
Recreation Director
Superintendent of Parks (Mount Hood. Golf Course,Open Space)
18
Assistant Auditor
Council on Aging Director
Executive Director - Melrose Retirement System
Facilities Manager - City and Schools
Operations Manager - DPW
19
Assistant Director - DPW Administration and Finance
Chief Assessor
City Engineer
Director of Community Development and Planning
Director of Inspectional Services/Building Commissioner
Director of Strategic Initiatives and Communications
Health Director (Regional)
Library Director
Treasurer/Collector
20
Assistant City Solicitor
21
Chief Information Officer (city and schools) / IT Director
Human Resources and Labor Relations Director
22
<i>No Positions Assigned</i>
23
Chief Financial Officer and City Auditor
City Solicitor - Labor Counsel
Director of Public Works

MELROSE CONSOLIDATED CNU PROPOSED FY2023 PAY PLAN

Step Grade	1	2	3	4	5	6	7	8	9	10
8	20.91	21.33	21.76	22.20	22.64	23.09	23.55	24.02	24.50	24.99
9	27.54	28.09	28.65	29.22	29.80	30.40	31.01	31.63	32.26	32.91
10	31.62	32.25	32.90	33.56	34.23	34.91	35.61	36.32	37.05	37.79
11	34.75	35.45	36.16	36.88	37.62	38.37	39.14	39.92	40.72	41.53
12	38.25	39.02	39.80	40.60	41.41	42.24	43.08	43.94	44.82	45.72
13	40.80	41.62	42.45	43.30	44.17	45.05	45.95	46.87	47.81	48.77
14	42.84	43.70	44.57	45.46	46.37	47.30	48.25	49.22	50.20	51.20
15	44.68	45.57	46.48	47.41	48.36	49.33	50.32	51.33	52.36	53.41
16	48.96	49.94	50.94	51.96	53.00	54.06	55.14	56.24	57.36	58.51
17	50.75	51.76	52.80	53.86	54.94	56.04	57.16	58.30	59.47	60.66
18	52.79	53.84	54.92	56.02	57.14	58.28	59.45	60.64	61.85	63.09
19	54.88	55.97	57.09	58.23	59.39	60.58	61.79	63.03	64.29	65.58
20	57.63	58.78	59.96	61.16	62.38	63.63	64.90	66.20	67.52	68.87
21	62.99	64.24	65.52	66.83	68.17	69.53	70.92	72.34	73.79	75.27
22	66.10	67.42	68.77	70.15	71.55	72.98	74.44	75.93	77.45	79.00
23	75.07	76.57	78.10	79.66	81.25	82.88	84.54	86.23	87.95	89.71



HUMAN RESOURCES SERVICES, INC.
Management Consultants to Local Government

Nine Bartlet Street, Suite 186
 Andover, Massachusetts 01810
www.hrsconsultinginc.com

CITY OF MELROSE, MASSACHUSETTS



COMPENSATION AND CLASSIFICATION STUDY

Non-Union Positions

FINAL REPORT

April, 2022

Attachment: MF Attachments Sent 11.3 (ORDER-2023-29 : An Appropriation from Contract Stabilization)



HUMAN RESOURCES SERVICES, INC.
Management Consultants to Local Government

Nine Bartlet Street, Suite 186
 Andover, Massachusetts 01810
www.hrsconsultinginc.com

April, 2022

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

Dear Mayor Brodeur,

Human Resources Services, Inc. (HRS) is pleased to present this ***Compensation and Classification Study for Non-Union employees*** to the City of Melrose, MA. This report represents the culmination of a detailed position classification and compensation review for all non-union employees engaged in a variety of municipal work activities. This report, along with the Organizational Needs Assessment Report submitted separately provides the City of Melrose with the totality of the analysis as it was conducted for the City. The City had made the decision that the two elements (comp/class and organization review) of the consulting engagement should be developed for better efficiency and implementation.

In particular, we wish to thank the Human Resources and Labor Relations Director, the Chief Financial Officer/Auditor, Mayor's staff, and non-union employees and managers who have contributed significantly to this effort. Employee input through forms and on-site interviews, as well as comments and suggestions received, made a valuable contribution to the study. We greatly appreciate everyone's ability to meet with us and provide information in a timely manner. HRS will remain available

to answer any procedural questions the City may have in the implementation of the study's recommendations. While this is a final report, we will remain available to make any modifications needed to make this a useful tool for the City.

Very truly yours,

Sandy

Aleksandra E. Stapczynski
President



HUMAN RESOURCES SERVICES, INC.
Management Consultants to Local Government

Nine Bartlet Street, Suite 186
Andover, Massachusetts 01810
www.hrsconsultinginc.com

CONSULTANT TEAM

Aleksandra (Sandy) Stapczynski, Project Manager and Principal Consultant

Reginald (Buzz) Stapczynski, Management Consultant

Barbara Wooten, Management Consultant

Tony Torrisi, Management Consultant

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CITY OF MELROSE, MASSACHUSETTS COMPENSATION AND CLASSIFICATION STUDY FOR NON-UNION

I. Introduction

A. Scope of Services

The City of Melrose, MA retained Human Resources Services, Inc. to conduct a comprehensive compensation and classification study of Non-Union Positions. This study was commissioned to examine the responsibilities, work performed, and market pay rates for each position included in the study. In general, the study involved developing new job descriptions, classifying those positions according to a uniform point analysis standard, surveying the market of comparable municipalities and other organizations as needed to determine representative rates of compensation, and developing and *recommending* a new compensation and classification plan and system for the non-union group of positions.

The objectives of the study were to:

- Develop a job evaluation system that would encompass all non-union positions and ensure that compensation levels were both internally equitable and externally competitive.
- Develop for the City the necessary guidelines for administering compensation on an ongoing basis to ensure that pay levels remain equitable and competitive.

In scope, the study included all non-union positions (approximately 70 in number). Another approximate dozen positions were evaluated for

compensation only for the organizational review and staffing needs.

HRS' approach to the study was comprehensive. The study began by collecting job content information for those positions to be evaluated. Job content evaluation factors and appropriate factor weightings were prepared and analyzed. The evaluation process involved a comparative approach where each position was compared to all others on each evaluation factor, one factor at a time.

A grade structure was developed by tabulating competitive data for the benchmark positions and studying trends in the market. A tentative pay structure and classification listings were presented to the City for their consideration. Employee listings comparing each individual's salary to the proposed structure and associated implementation costs were prepared for Finance.

This report is prepared for the City to document in detail the procedures for position evaluations and gradings and development of the salary structure. It also sets forth the recommendations for the implementation and ongoing administration of the system.

Through the consultant teams evaluation comparing both market data and job ratings point totals, it was determined the appropriate number of salary levels needed to clearly differentiate varying levels of job value. Twenty-three salary levels emerged as a suitable number for the City to develop a new consolidated non-union compensation and classification plan. Positions were assigned to a salary grade level on both the basis of its total point scores, and the external job market.

A position compensation and classification plan is an essential component of a total personnel administration program. The perception that the compensation plan is objective and fair in its assignment of pay to individual positions lends credibility to the organization's entire personnel system. This study and its recommended plan is derived from a systematic, formalized and objective method for developing equitable job groupings and compensation levels for all positions covered. An underlying assumption is that all positions and individuals should receive "equal pay for equal work." However, the initial implementations of the recommended plans are not the final steps in achieving job equity. Rather it establishes a uniform point of beginning from which to regularly review and ensure that decisions regarding position requirements and compensation accurately reflect the organization's current service needs and the performance of employees. Each new position established and adjustments to the plan need to be done in a consistent manner to maintain the plan's integrity and relevance.

According to the Massachusetts Employment Pay Act, (MEPA), employees doing equal work should be paid equally. Our methodology and system addresses the major components required of MEPA. For work to be equal or comparable, it must involve substantially similar skill, effort, and responsibility, and be performed under *similar* working conditions, but are not necessarily identical or alike in all respects. The requisite requirements or skill includes an employee's experience, training, education, and ability to perform the jobs. An employee's skill must be measured in terms of the performance requirements of a job, that is why it is important to always ensure that the job descriptions are up to date and accurate so employees know what is expected of them in their jobs. Effort refers to the amount of physical or mental exertion needed to perform a job. Finally, responsibility encompasses the degree of discretion or accountability involved in performing the essential functions of a job.

For maximum effectiveness, the relationship between consultant and client must be a cooperative effort. While Human Resources Services assumes responsibility for all final recommendations, client input has been actively sought, carefully weighed and incorporated into the report whenever possible and appropriate.

B. Specific Study Process

This project included the following steps:

- *Organizational Meeting* with Mayor, HR Director, and Finance to discuss the goals and objectives of the study; and to orient top executives on the process and methodology that would be used.
- Several *Orientation Meetings* with employees and managers to explain project activities, objectives, methodology. Position Analysis Questionnaires were distributed to employees at these orientation sessions. The meetings also gave everyone an opportunity to meet HRS consultants and to ask questions.
- A thorough *Job Analysis Process* which involved reviewing position duties and responsibilities (essential functions) and requisite requirements of the job, utilizing position analysis questionnaires and on-site interviews with all employees.
- Preparation of updated *Job Descriptions* with review and comment from employees, managers and HR staff. The client had an opportunity to

thoroughly review the draft job descriptions.

- A thorough *Job Evaluation Process*. Position rating and ranking utilizing HRS' rating manual.
- Development of a *Classification Plan*. Position assignment to grades based on a system of objective evaluation.
- Thorough *Market Analysis* using primarily comparable municipal organizations jointly selected by the City of Melrose and HRS.
- Establishment of *Compensation Schedule* using comparative wage data as a general guide.
- Several *meetings in person and through telephone conference* with the *Chief Financial Officer and Human Resources Director* to discuss pay policies and review draft work products (i.e. job descriptions, classification plan, salary schedule, comparative data, ratings, and other related project documents).
- General guidance on *Implementation*.
- Final *Presentations* to the City and employees shall be given upon request of the City. Based on any additional information received, HRS shall make adjustments as appropriate and amended the Final recommendations.

- Final preparation of *Report* to the City of Melrose with explanation of recommendations and methodology.

The following documents have been prepared for the City of Melrose:

- Proposed Position Titles
- Proposed Classification Plan
- Proposed Compensation Plan
- Compensation Comparisons Chart
- Market Data Analysis
- Placement and Costing out of Compensation Plan
- Position Analysis Question (PAQ)
- Updated Job Descriptions for each Position
- Evaluation Materials and Documents
- HRS Position Rating Manual

II. Job Descriptions

A. Preparing the Job Descriptions

One major aspect of this study involved the development of updated job descriptions. Through the job analysis process, HRS discovered that many of the current job descriptions were outdated and there was no consistent format for descriptions. HRS' proposed job descriptions are submitted to the City of Melrose as part of this final report; they are provided in electronic Word format only. They also provide the necessary language to aid in recruiting minority employees, as the City has made diversity and inclusion a major emphasis in all recruitment efforts.

In addition to assisting with the development of job analysis and classifications, good descriptions produce many other important benefits. These job descriptions emphasize the purposes of each position and the types of results which each incumbent is expected to produce. Representative examples of the work performed and minimum qualification requirements are listed. These job descriptions are small but important components of more comprehensive personnel, organizational and administrative systems or plans. They can and should be used not only for recruitment and promotion, but as tools to assist in the administration of the City. They help define initial expectations, provide fundamental building blocks for administering compensation systems, and give additional definition to organizational charts. Because they focus on purposes and results, they can and should be used when developing employee objectives, performance plans and performance appraisals.

The job descriptions presented to the City are up-to-date, clear, and identify the duties of each position, as well as the education, experience, training, knowledge, ability, and skills, and competency levels required.

B. The Significance of Job Descriptions.

Today, job descriptions have become more important than ever. Although employers are not required by law to have written job descriptions, there are many laws that impact the employer-employee relationship and having job descriptions can help the organization comply with those regulations. There are federal laws such as the Fair Labor Standards Act (FLSA) that impact employees. Other laws, such as federal discrimination statutes, prohibit discrimination against various protected classes. Because job descriptions document the duties and qualifications of a job, they can help support why one applicant was qualified and another was not, why one position pays more than another, or why an employee is terminated for poor performance.

Under the ADA, job descriptions, particularly the lists of duties and responsibilities, take on new significance. The purpose of the ADA is to ensure that individuals *with* disabilities be given the same consideration for employment that individuals *without* disabilities are given. Essential functions are the primary or fundamental job duties intrinsic to a position, that is, the duties that are essential to achieving the objectives of the job. Related to the essential functions or duties are the tools and equipment used to perform the essential job functions, the physical demands of the job duties, and the work environment in which the duties are performed.

The new job descriptions include: (1) prerequisites for each position, including the physical needs, knowledge, ability, and skill, education, training and experience; (2) essential job functions; and (3) work environment. All job descriptions should be reviewed and updated periodically to ensure accuracy. Positions can change for many reasons: (1) an incumbent starts assuming more responsibilities in addition to the duties in the job descriptions, (2) staff changes, (3) changes in procedures and

processes, (4) new technology, tools, or machines, (5) external regulations or legislation, (6) reorganizations, (7) new supervisor or manager.

In short, the process of developing accurate and uniform job descriptions forces the employer to analyze each position and to identify the position's necessary qualifications (the "requisite skill, experience, education, and other job-related requirements"), as well as to determine the position's "essential functions."

III. Classifying and Compensating Positions

A. The Classification Plan

It is important to consider the objectives of (1) **Job Analysis** and (2) **Job Evaluation** when reviewing the proposed classification plan. Building the classification plan involved both job analysis and job evaluation.

Of critical importance in the process of reviewing jobs are the inherent job factors and the particular skills or quality of work required of the position. A thorough **Job Analysis** produces, in general, five kinds of basic information to aid in this process:

1. *nature of the work* (e.g., essential functions and purpose/objective of the position)
2. *level of the work* (e.g., degree of complexity and accountability)
3. *job requirements* (e.g., the knowledge, skills, abilities and other special requirements/characteristics needed to perform the job)
4. *job qualifications* (e.g., minimum education, training and experience needed to qualify)
5. *working conditions* (e.g., the psychological, emotional and physical demands placed on employees by the work environment).

Information about each position studied was obtained through detailed position analysis questionnaires (PAQ) and employee interviews. Employees were asked to describe their positions in detail on the PAQ form. Examples of information requested from the PAQ included: job summary, essential functions, education, training and certifications, knowledge, ability, skill, experience, physical requirements, supervisory responsibilities, and technologies and equipment used. Finally, interviews were conducted to clarify and augment the employees' questionnaire responses.

Job Evaluation is a process that establishes the relative value of jobs within an organization. There may be several reasons for carrying out this process; the main ones are: (1) to establish the correct rank order or groupings of jobs, (2) to establish the relative distance between jobs within the ranking, (3) to provide an objective measurement of job size for comparison with other jobs and enable salary comparisons to be made.

Job evaluation is the process whereby positions are analyzed, measured and compared against a common set of criteria in a systematic and objective manner. Job evaluation does not produce a rate of pay. Rather, it produces a ranking of jobs in terms of "job content" around which a salary structure can be established. Similarly, the evaluation process does not measure an individual's performance. The evaluation looks at the job, not the job holder; it assumes that the job is being performed to a fully acceptable standard and that all the identified requirements of a job are being met.

Using a point-factor evaluation system, positions were rated by the consultants and then ranked and assigned a grade. Fourteen rating factors were used to rate all of the positions. These factors, detailed in HRS' Municipal Position Classification and Rating Manual, measured the requirements of each position in various areas. The following are a listing of each rating factor. The manual describes each factor in great detail and by degree.

1. Physical Environment
2. Basic Knowledge, Training and Education
3. Problem Solving Skills and Effort
4. Physical Skills and Effort
5. Experience
6. Interactions with Others/Customer Service
7. Confidentiality
8. Occupational Risks
9. Complexity
10. Supervision Received
11. Supervision Given
12. Supervision Scope
13. Judgment and Initiative
14. Accountability

As mentioned previously, job rating is not synonymous with performance evaluation. The position, not the incumbent, is evaluated, assigned points and a grade derived. One of the best information sources for rating a position is a current and relevant job description and/or a recently completed PAQ which is why these should always be completed early in the process. The process described in HRS' Municipal Position Classification and Rating Manual increases the uniformity and objectivity in the application of judgments about positions and the groupings of positions. This process can be used to update the proposed classification plan, to determine how to place new positions on the plan, and to re-grade a current position with adjusted duties to a different grade. Samples of the *Position Rating Summary Sheet* are included in the Manual along with the *Points Assigned to Factor Degrees*. A custom *Grade Determination Scale* was developed for the City of Melrose.

B. Market Survey and Developing the Compensation Plan

Human Resources Services, Inc. conducted a thorough salary survey and market analysis to determine the market competitiveness for positions included in this study. To measure the pay rates among competitors for these positions, HRS distributed custom survey documents to comparable municipal organizations jointly identified by the City and HRS. For this study, HRS received survey responses from the following Massachusetts municipalities for compensation, benefits and other related information:

1. Arlington
2. Newburyport
3. North Andover
4. Peabody
5. Reading
6. Salem

7. Saugus
8. Stoneham
9. Wakefield
10. Winchester; and
11. ERI and MMHR Data

The City of Melrose is a well-managed forward-thinking community with a history of a creative and complex organization. The consultant team met with city management/finance and human resources staff to review a draft pay/class plan and to review the market data collected and discuss its meaning. An initial analysis of the market data involved reviewing the average, median, range, 75th percentile and 90th percentile. A comparison was then made to current Melrose salaries for this non-union group of positions.

All of the comparative data is current information and presented on the following pages. Most of the data was collected during the fall of 2021. HRS collected minimum and maximum salary ranges from the comparable organizations. Certain data may have been pro-rated to hourly for comparison purposes only. In each cell, the top number indicates the minimum salary range for each position and the bottom number indicates the maximum salary range for each position. Virtually every organization had some type of a pay/class structure.

For each position analyzed, data points were collected from the labor market. The data points indicate the amount of salary information for each position surveyed. In some instances: (1) the organization did not have a comparable position; or (2) the consultants determined that the position was not comparable to the position in Melrose. HRS used professional discretionary judgment when comparing positions to the comparable data. If there was less than two data points of salary information for a position, HRS placed more emphasis on the position rating when placing the position on the compensation/classification plan. While this market analysis and information provides the City of Melrose with benchmark salary data to set the parameters for compensation decisions, the client must also consider the “uniqueness” of certain positions in the organization as well as the organization’s compensation policies. The compensation and classification plans are attached to this report for your review.

C. Description of Compensation and Classification Plan

Setting the rates of pay for jobs on the position hierarchy results in what is called a “pay structure”. When reviewing or developing pay rates, a number of major policy decisions are typically made. For example: How should the City’s pay rates compare to the market? How competitive does the City want to be? What type of structure is best for the City; steps, ranges, quartiles, etc. For what does the City want to pay? (i.e. job content, seniority, performance, cost of living, etc.) How does the organization currently pay its employees? The resulting compensation plan must reflect the City’s pay policies, the market place, internal job values, and the financial desire of the City to pay at a given level to attract needed talent. It should also ensure internal and external fairness. “Internal” being comparable worth within

the organization of the classification plan; and “external” being the market to ensure a competitive pay structure.

The proposed compensation and classification plan is presented on the following pages. Pay ranges were set for groups of positions which the consultants determined should be paid equally. There are twenty-three grades for this group and ten steps for each grade. There is 2 percent between each step. The City’s current pay structure for the non-union positions includes a variety of pay scales. These were consolidated into one uniform compensation plan, thus making it less complex. This will allow for more equity, especially when hiring new employees. Also the entire pay structure in its entirety has been updated to reflect the market. Comparative data was considered to set the grade parameters, while the classification process controlled the internal assignment of positions to progressive compensation levels. Currently, the City operates within a context of “pay steps” for this group of non-union positions. HRS recommends continuing the policy on pay steps for easier maintenance and consistency of the plan. In general the pay ranges were developed utilizing the salary market data and targeting approximately the 75th of market. It was necessary to target the 75th of market in order to remain competitive as compared to other advanced municipalities in Massachusetts. HRS provided the City with additional benchmark salary data too from its ERI (Economic Research Institute) database of salaries and wages.

The proposed compensation plan is based on current compensation data. This is a base salary plan and does not include compensation for stipends, cost-of-living, benefits, or other compensation. It is up to the City to determine its ability to pay with regards to implementation of this proposed pay plan.

Those employees falling below the grade range should be brought into the entry level of the grade ranges as soon as possible. The salary schedule should be updated with a cost-of-living for each succeeding fiscal year. The consultants costed the plans in a variety of ways for the finance department, but it is up to the City to determine the policy for implementation. HRS will of course remain available to provide the necessary guidance.

IV. Implementation and Other Recommendations

The following sections are intended to assist and guide the City of Melrose in implementing the proposed compensation and classification plan for non-union positions. Successful implementation will require a concerted effort by management, employees and city officials.

1. Compensation Structure and Maintenance

The recommended pay structure contained in this report is designed to provide appropriate compensation through the next three fiscal years. An initial review of the structure would be appropriate by fiscal year 2026, and then subsequent reviews annually. Review of the structures should take into consideration both internal and external conditions.

The distribution of individual salaries, both by salary level and position within salary level, should be regularly examined to determine whether there is sufficient opportunity for continued salary growth.

Since organizational arrangements and position duties and responsibilities may change from time to time, it will be necessary periodically to reevaluate existing positions and evaluate new positions.

It is most important that Melrose regularly audit and review their compensation system to ensure its validity. We believe that Melrose did not do this for some time, and therefore their plans were outdated.

2. Initial Placements for Current Employees

The placement of two or more positions on a certain grade represents a judgment that those positions should be compensated comparably within the grade range provided. The range is like a scale providing the City with

the opportunity to make distinctions between employees (not positions) based upon established criteria, applied consistently. These criteria might include job performance, special abilities, experience, longevity, gender-equity, and/or any other factors determined by the City.

For initial placement of incumbents within the plan, the City should assign employees to be placed at the step closest to but just above their current wage/salary in order to not reduce the pay of any current employee. The City should also realize that this minimum approach may not recognize certain distinguishing factors among employees.

3. Salaries Below Pay Range

If the salary of an employee is below the minimum of the grade range at the time of implementation, every effort should be made to bring it into the range.

4. Salaries Above Pay Range

To maintain morale and a sense of fairness, HRS recommends the City not reduce the compensation level of any current employee. If an employee's current salary falls above the upper limit of the recommended grade range, then the City should maintain the employee's salary above the maximum for the grade until the employee retires or separates from the City. This is called "red-circling" a position. New employees can be hired at the appropriate lower pay rate. HRS recommends a single administrative policy be adopted and subsequently applied in all cases.

5. Consolidate Classification Plan

HRS recommends that the City develop one consolidate classification plan as we have proposed in this report for the non-union positions, the multiple

salary schedules approach based on hire date should be eliminated. One consolidated plan will ensure better internal equity for positions; so the rating point values of grades are the same and consistently applied; and so the pay equity of positions match the requirements of MEPA; and finally the entry pay is similar for those falling on a similar grade. (Currently the City has multiple plans for the non-union.)

6. Vacancies

When a vacancy develops, it is a good time to automatically review the position. This may involve a job analysis and updating the job description and reviewing the market for the particular position. Positions should also be evaluated according to the appropriate rating factors. Point totals should be calculated for each position by adding the point scores from the degree levels achieved under each factor. On the basis of total points, position generally should be assigned to the appropriate salary levels, according to the established salary level point ranges; and also taking into consideration the external market.

7. Salary Plan

HRS has proposed the following:

- Creation of a salary schedule with each grade having a salary range consisting of a minimum and maximum; and series of steps.
- Positioning of the salary structure at the 75th of market.
- Establishment of a competitive salary schedule, particularly for those fields of study that are considered to be in high demand and that may command high salaries in the market (i.e. Finance, Health, Technology, Facilities, etc.).

8. Update and Maintain the Classification and Compensation Plan

The human resource department should maintain and update the compensation and classification plan. This would include the following tasks:

- Conduct regular position reviews to assure positions have current functional job descriptions that are based on job content.
- Conduct job analysis of new positions to assure these positions are properly assigned to a grade.
- Review positions to ensure internal equity in relationship to other City of Melrose classifications.
- Conduct periodic salary surveys to ensure market competitiveness.
- Review MEPA requirements.

9. FLSA Status

HRS also determined the FLSA Status (exempt/non-exempt status) of the positions included in the study. HRS recommends that City of Melrose regularly evaluate the FLSA status with its labor counsel, as case law may cause changes. HRS utilizes the ERI Occupational Assessor to determine FLSA status of positions. The results of the FLSA audit information was provided to Human Resources.

10. Cost-of-Living Increases vs. Step/Range Movement

Here, it is important to distinguish between (1) a cost-of-living increase and (2) a step increase. A cost-of-living increase is intended to recognize and respond to a general rise in the cost of goods and services experienced by the general population. Each year, the City should determine an appropriate cost-of-living adjustment and apply that increase across the entire compensation schedule. A range movement (step increase) addresses the issue of how employees move along the levels within a grade from minimum to maximum, based on performance, longevity, special skill, certification, etc. The compensation plan should consist of two components: (1) the range adjustment factor (RAF); and (2) the movement-increase factor (MIF), which is based on merit step increase. The RAF is the movement of the total salary range, while the MIF is the movement *through* the salary range steps. A salary-range increase consists of the sum of these two components, plus their interaction or compounding result; thus a salary/wage adjustment. It is very important to regularly update the entire compensation structure with a COLA, or it will quickly become outdated, and the City will have difficulty recruiting talent.

11. Performance Appraisal and Merit-Increase.

It was not within the scope of services for HRS to develop a performance appraisal “tool” for the City of Melrose, MA. HRS has a few suggestions, should the town decide to implement a new updated performance system. A *Management by Objectives System* would be an appropriate methodology for employees engaged in high-level managerial, supervisory or professional positions. A *Uniform Performance Criteria System* is the most commonly used methodology and is best suited to positions where employees

consistently perform the same type of work on a fairly regular basis. This format works well for administrative, clerical, laborers, and other non-exempt positions. The City should consider updating its performance appraisal systems and provided the necessary training for employees, supervisory personnel, and department heads.

12. Determination of Individual Wages/Salaries.

What follows are some general implementation and maintenance guidelines.

a) New Employees

Applicants with qualifying experience are normally hired close to the normal starting rate of the new range. Applicants with outstanding qualifications; education, training and experience may be hired at the wage/salary within the range for the position, but normally no higher than the midpoint of the range. In rare cases, for positions that are very difficult to recruit, it may be necessary to hire beyond the mid-point of the pay range.

b) Transfers

Employees transferred to a position at the same level as their present position will normally receive the same salary paid at the time of the transfer.

c) Transfer to a Lower Salary Grade

Employees transferred by necessity (such as reduction in staff), rather than for inadequate performance, should receive their present salary, although this may exceed the maximum for the lower classification.

d) Promotional Increases

If employees are promoted on a “trial” or “acting” basis, the promotional increase may be deferred until they have demonstrated their ability to handle the duties of the higher classification.

In closing, this HRS methodology will be of assistance in furnishing improved tools and guidance to management and human resources. Ensuring that job descriptions, salary and classification plans are regularly reviewed and have valid methodologies will ultimately improve the management of compensation for all positions. The HRS System will provide a framework within which most salary matters can be handled going forward. While both job evaluation and salary surveys attempt to achieve consistency in the pay structure, they use different criteria to evaluate consistency (i.e. internal vs. external comparison). This methodology works at striking a balance between internal and external pay equity.



ATTACHMENTS

POSITION TITLE	Melrose Current	Comp Data Points	Comp Average	Comp Lo- Hi Range	Comp Median	75th Percent of Market
Administrative Accounting Assistant (Police) - PT	19.51 21.50	4 5	24.49 31.24	19.00 35.44	25.11 31.20	27.66 35.44
Animal Control Officer - PT	24.47 26.96	4 7	21.68 30.55	14.00 38.84	21.92 30.00	24.43 35.86
Assistant Auditor	36.95 47.49	6 8	31.90 41.62	23.91 60.91	31.05 39.23	34.82 45.36
Assistant City Clerk	31.68 40.71	7 10	29.12 35.88	17.21 55.88	28.46 34.29	33.14 35.33
Assistant City Solicitor	46.21 59.39	3 4	38.89 51.61	17.21 78.53	45.11 52.34	49.73 72.78
Assistant Director - DPW Administration and Finance	52.02 66.84	5 8	38.72 51.18	22.60 62.32	42.66 54.75	45.10 56.50
Assistant Director of IT	36.95 47.49	2 2	41.97 54.80	38.29 59.06	41.97 54.80	43.80 56.93
Assistant Director of Planning and Community Development	31.03 34.19	2 4	43.62 55.51	42.66 58.87	43.62 55.03	44.10 56.11
Assistant Library Director/Head of Technical Services	36.95 47.49	6 7	33.73 43.25	20.34 60.91	34.37 39.93	40.00 49.73
Assistant Parks Superintendent (Benchmark)	not on plan	2 2	30.33 40.58	27.05 45.56	30.33 40.58	31.96 43.07
Assistant to the Director of Inspectional Services	25.93 33.32	4 5	28.67 34.27	19.72 45.08	30.54 36.59	31.95 38.60
Assistant Treasurer	36.95 47.49	9 10	30.82 39.39	17.21 55.88	31.30 38.35	32.08 40.59
Building Systems Supervisor (HVAC Supervisor) - DPW	34.47 37.98	5 5	31.37 42.65	25.84 50.48	32.67 43.11	34.58 48.23
Cemetery Administrator	31.03 34.19	4 5	29.58 39.24	24.75 48.02	29.99 38.05	33.10 45.02
Chief Assessor	48.05 61.74	7 10	41.46 56.78	27.99 74.16	41.67 52.14	45.16 66.12
Chief Financial Officer and City Auditor	68.93 87.69	5 8	50.95 66.72	32.37 78.53	54.35 67.03	55.46 74.13
Chief of Police	contract 63.58	5 8	61.52 81.44	50.53 94.33	59.78 82.82	68.88 88.33
City Clerk	39.52 50.78	3 8	39.92 49.17	37.28 66.39	37.88 47.65	41.24 50.97
City Engineer	45.76 58.80	6 9	43.81 55.47	30.31 68.29	45.21 55.00	48.03 64.37

POSITION TITLE	Melrose Current		Comp Data Points	Comp Average	Comp Lo- Hi Range	Comp Median	75th Percent of Market
City Planner	40.21 44.30		3 4	36.17 49.01	33.15 60.91	34.44 46.91	37.68 52.95
City Solicitor - Labor Counsel	65.03 82.73		4 5	55.14 71.24	29.33 90.19	57.62 73.48	63.84 86.39
Clerk of Committees	30.80 39.58		1 2	35.64 47.87	35.64 49.80	35.64 47.87	35.64 48.83
Council on Aging Coordinator	19.51 21.50		3 4	23.90 25.78	23.15 29.94	24.04 25.95	24.28 28.01
Council on Aging Director	48.05 61.74		8 8	35.88 45.75	22.78 60.91	34.85 42.58	39.85 53.70
Communication and Community Outreach Coordinator	31.63 40.71		3 6	30.70 39.77	21.29 48.02	32.93 41.46	35.41 46.14
Deputy City Engineer	39.52 50.78		3 4	42.03 56.95	37.26 69.69	37.53 54.11	44.42 59.33
Director of Inspectional Services/Building Commissioner	39.52 50.78		7 9	45.12 56.68	41.00 78.53	44.59 53.04	46.08 65.32
Director of Community Development and Planning	48.05 61.74		7 10	45.75 58.72	29.33 86.39	47.26 54.77	49.15 64.92
Chief Information Officer (city and schools) / IT Director	57.87 73.63		5 8	48.79 64.71	44.59 85.11	49.05 65.15	49.76 67.36
Director of Public Works	68.93 87.69		7 10	54.25 70.60	30.31 86.39	54.58 72.10	61.54 79.20
Director of Strategic Initiatives and Communications (Mayor's Office)	48.05 61.74		3 3	46.34 64.71	41.00 82.03	45.64 59.06	49.00 70.54
Energy Efficiency Manager <i>Benchmark</i>	28.47 31.37		2 3	32.10 41.99	29.42 45.01	32.10 41.71	33.44 43.36
Executive Assistant to City Solicitor	28.26 36.31		2 2	31.15 41.39	30.14 41.61	31.15 41.39	31.65 41.50
Executive Director - Melrose Contributory Retirement	44.40 48.91		2 3	40.71 57.97	32.37 70.88	40.71 57.30	44.88 64.09
Executive Director Melrose Memorial Hall	33.88 43.54		3 3	32.94 44.11	31.31 50.48	32.92 44.27	33.75 47.38
Executive Office Manager - Police	26.12 28.79		2 8	30.93 36.10	30.48 41.29	30.93 36.76	31.15 38.72
Event Operations Assistant - Memorial Hall	19.51 21.50		1 1	20.65 28.98	20.65 28.98	20.65 28.98	20.65 28.98

POSITION TITLE	Melrose Current	Comp Data Points	Comp Average	Comp Lo- Hi Range	Comp Median	75th Percent of Market
Facilities Manager - City and Schools	45.76 58.80	4 7	51.19 63.46	44.59 86.39	50.20 59.92	55.88 68.50
Finance Manager (Auditing)	28.26 36.31	2 3	31.08 40.28	30.32 46.51	31.08 39.80	31.46 43.15
Finance Administrator - Fire Dept./Public Safety	25.67 32.99	3 3	28.31 36.27	27.30 37.93	28.74 35.44	28.81 36.68
Financial Systems Analyst/Project Manager (Auditor/IT Depts.)	39.52 50.78	4 4	43.88 57.46	31.37 68.47	46.54 57.85	50.58 62.49
Fire Chief	contract 66.27	5 8	59.39 73.94	50.53 86.39	59.78 73.87	64.96 77.58
Health Director (Melrose is regional)	61.35 78.05	6 7	36.18 47.13	23.91 59.06	36.84 46.16	39.97 53.78
Human Resources Assistant	28.47 31.37	1 2	26.44 35.63	26.44 36.27	26.44 35.63	26.44 35.95
Human Resources Director	48.05 61.74	7 10	41.82 54.86	26.71 70.88	41.67 52.30	46.82 63.17
Human Resources Benefits Coordinator	36.95 47.49	7 10	29.58 37.29	17.21 50.48	29.31 37.16	32.69 39.37
Library Director	36.59 47.02	7 10	43.20 54.50	25.35 78.53	44.59 51.81	48.06 61.83
Local Building Inspector (Certified)	40.21 44.30	4 7	33.38 40.21	31.31 50.48	33.81 40.39	34.15 42.71
Milano Center Manager (COA)	31.03 34.19	1 1	41.25 54.84	41.25 54.84	41.25 54.84	41.25 54.84
Operations Manager - DPW	39.52 50.78	4 6	42.75 51.68	39.02 58.09	43.08 51.66	44.09 56.60
Program Coordinator - MA in MotionZBA Clerk	28.47 31.37	1 1	25.38 34.09	25.38 34.09	25.38 34.09	25.38 34.09
Planning Coordinator & ZBA Clerk	24.47 26.96	3 3	23.12 29.85	18.65 34.15	22.25 30.25	25.36 32.20
Plumbing and Gas Inspector	28.47 31.37	5 7	28.83 37.37	19.95 48.02	28.46 36.23	32.93 43.49
Public Health Specialist	34.47 37.98	2 2	35.90 47.88	33.61 52.27	35.90 47.88	37.05 50.07
Program Coordinator - Tobacco/Alcohol	26.12 28.78	1 1	34.25 46.91	34.25 46.91	34.25 46.91	34.25 46.91
Project Engineer	28.26 36.31	4 6	34.67 43.86	31.68 53.61	35.35 43.05	36.27 46.60
Recreation Coordinator	26.12 28.78	7 8	25.39 31.81	17.21 48.02	24.52 28.60	28.84 33.94

POSITION TITLE	Melrose Current	Comp Data Points	Comp Average	Comp Lo- Hi Range	Comp Median	75th Percent of Market
Recreation Director	45.76 58.80	7 9	38.00 48.96	26.71 70.88	37.77 44.90	41.29 53.07
Sealer of Weights and Measures	31.92 35.17	2 3	31.85 42.74	30.77 48.02	31.85 40.39	32.39 44.20
Senior Planner	40.21 44.30	5 7	33.29 43.64	28.01 51.27	34.43 45.01	34.78 50.19
Superintendent of Mount Hood - <i>Limited Data</i>	45.76 58.80	2 2	34.74 47.56	25.66 60.47	34.74 47.56	39.27 54.01
Superintendent of Parks	not on plan 29.12	4 5	35.20 41.90	26.71 49.77	36.21 39.80	39.53 45.02
Sustainability Manager	28.26 36.31	2 2	36.09 51.34	34.64 55.88	36.09 51.34	36.81 53.61
Systems Analyst IT (city/schools) - networks/databases	30.80 39.58	3 5	40.97 50.99	34.43 55.19	42.66 51.27	44.24 55.00
Treasurer/Collector	48.05 61.74	7 9	43.83 58.05	23.91 78.53	45.27 56.17	48.84 66.39
Veteran's Administrative Assistant/PT	19.51 21.50	1 2	31.74 36.34	31.74 42.56	31.74 36.34	31.74 39.45
Veterans Services Director (Regional Position)	39.81 43.87	6 7	28.35 37.02	19.95 47.14	28.23 36.23	31.23 42.93
Water-Sewer Administrator (Billing)	30.80 39.58	3 5	24.94 35.04	21.29 40.39	23.75 36.59	26.77 39.37
Wiring Inspector	31.92 35.17	6 8	30.87 40.27	19.95 48.02	30.70 41.93	34.32 46.41

POSITION TITLE	Melrose Current		Comp Data Points	Comp Average	Comp Lo- Hi Range	Comp Median	75th Percent of Market
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ADDITIONAL BENCHMARK DATA

Assistant Health Director		3	32.23	29.58	33.51	33.56
		3	42.27	43.49	42.16	42.82
Director - E-911		1	32.87	32.87	32.87	32.87
		1	45.59	45.59	45.59	45.59
Dispatch Center Manager		4	26.63	22.27	26.72	28.57
		5	33.24	39.85	30.93	34.97
Dispatcher/Communicator		6	22.56	20.55	21.68	22.78
		6	27.80	36.23	26.48	28.00
Diversity, Equity and Inclusion Director/Coordinator		3	42.41	36.00	37.28	45.61
		3	58.97	82.11	48.22	65.17
Emergency Management Director		1	40.13	40.13	40.13	40.13
		1	45.34	45.34	45.34	45.34
Health and Human Services Director		3	51.93	49.62	51.82	53.08
		5	64.00	78.53	65.32	70.92
Help Desk Technician		4	30.23	28.05	29.63	31.51
		5	37.64	45.02	35.82	39.85
Mental Health Clinician		3	25.60	21.46	25.46	27.67
		3	36.04	43.61	32.94	38.27
Parks Grounds Laborer (Pine Banks)		4	20.94	17.46	20.31	23.10
		4	24.80	29.90	23.42	25.39
Park Ranger		1	24.03	24.03	24.03	24.03
		1	29.96	29.96	29.96	29.96
Purchasing Director/Coordinator		5	34.52	23.91	34.58	37.28
		6	44.89	55.19	48.61	50.11
Social Worker		3	30.88	22.73	33.61	34.96
		3	43.37	53.61	43.49	48.55

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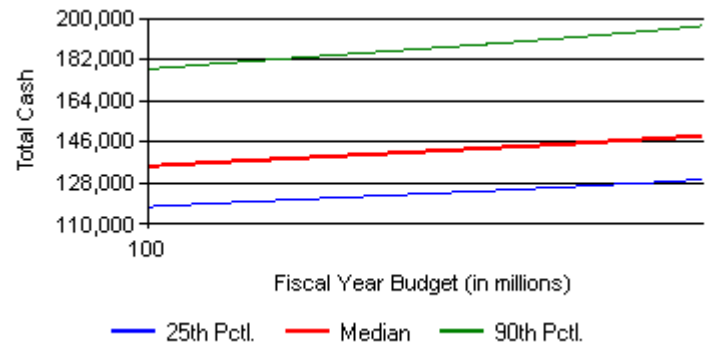
Individual Job Report

Police Chief

Specifications

Prepared For: City of Melrose, MA
Area: Massachusetts - Commonwealth Average
Industry: Government - City Support Services
Industry Codes: eSIC: 9104, NAICS: 921100, usSEC: 9721
Organization Size: 400,000,000
Education Adjustment:
Skill Adjustment:
Certification Adjustment:
Annualized Salary Trend: 2.6% (Adjustment: 0.21%)
Planning Date: 2/6/2022
Database as of: 1/1/2022
 eDot: N/A
 SOC: N/A
 Printout Date: 2/6/2022
 (Items in bold affect salary estimates)

Annual Total Cash Graph



Estimated Survey Median Annual Total Cash

All Incumbent Median: \$148,695

Fiscal Year Budget	25th Percentile	45th Percentile	Median	75th Percentile	90th Percentile
400,000,000	129,379	145,333	148,695	173,738	196,680
200,000,000	123,194	138,462	141,757	165,331	186,740
100,000,000	117,513	132,114	135,290	157,868	177,787

The Police Chief in Melrose is a contract position; therefore HRS has not placed this position on the compensation and classification plan, as the contract would prevail. Instead, HRS has provided pay range data for police chiefs in the custom market survey. However, we determined it was necessary to look at statewide composite actual rates data from municipal communities in order to discern better what police chiefs are making in 2022. The range is \$157,868 to \$173,738 at the 75th percentile. The all incumbent average is \$148,695. This is hybrid data through ERI.

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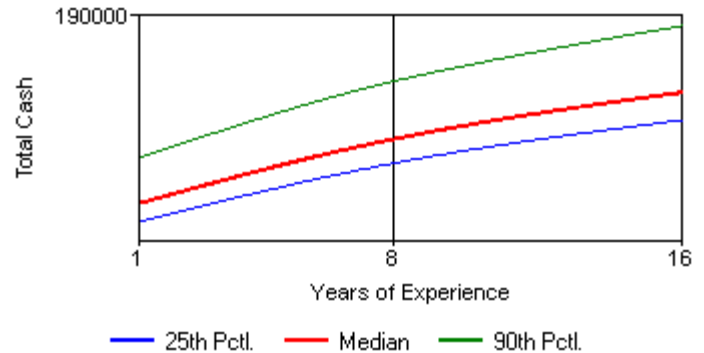
Individual Job Report

Fire Chief

Specifications

Prepared For: City of Melrose, MA
 Area: Massachusetts - Commonwealth
 Average
 Industry: Government - City Support Services
 Industry Codes: eSIC: 0000, NAICS: 000000, usSEC: 0000
 Organization Size: (Data reported by years of experience)
 Education Adjustment:
 Skill Adjustment:
 Certification Adjustment:
 Annualized Salary Trend: 2.6% (Adjustment: 0.21%)
 Planning Date: 2/6/2022
 Database as of: 1/1/2022
 eDot: N/A
 SOC: N/A
 Printout Date: 2/6/2022
 (Items in bold affect salary estimates)

Annual Total Cash Graph



Estimated Survey Median Annual Total Cash

All Incumbent Median: \$129,224

Years of Experience	25th Percentile	45th Percentile	Median	75th Percentile	90th Percentile
15	136,233	147,128	149,591	166,333	181,340
10	123,644	133,661	135,968	151,767	164,981
5	106,310	115,034	117,078	130,950	142,987

The Fire Chief in Melrose is a contract position; therefore HRS has not placed this position on the compensation and classification plan, as the contract would prevail. Instead, HRS has provided pay range data for fire chiefs in the custom market survey. However, we determined it was necessary to look at statewide composite actual rates data from municipal communities in order to discern better what fire chiefs are making in 2022. The range is \$130,950 to \$166,333 at the 75th percentile. The all incumbent average is \$129,224. This hybrid data through ERI.

Attachment: MF Attachments Sent 11.3 (ORDER-2023-29 : An Appropriation from Contract Stabilization)

Position	Department	Fiscal 2023 Budgeted Base Salary Based on 53 week Payroll budget	Longevity	Potential Maximum SLBB	Stipend 1	Stipend 2	Total Potential Salary inclusive Longevity/SLBB/St ipends	New Salary Based on 53 week Payroll Budget	Estimated Comp Adjustment Base Only	Estimated Percent Adjustment Base only	FY22 Base Hourly MIN	FY22 Base Hourly MAX	New Proposed Grade	Proposed FY23 Hourly MIN	Propo F Ho N
Clerk of Committees	City Council	61,151.00		600.00			61,751.00	64,461.25	3,310.25	5.4%	30.80	39.58	11	34.75	4
							-	-	-						
Communication and Community Outreach Coordinator	Mayor	65,703.00		650.00			66,353.00	70,953.75	5,250.75	8.0%	34.22	43.97	12	38.25	4
Director of Strategic Initiatives and Communications	Mayor	96,896.00		650.00			97,546.00	101,802.40	4,906.40	5.1%	48.41	53.33	19	54.88	6
Director of Economic Recovery and Business Development	Mayor	92,230.60		650.00			92,880.60	93,343.60	1,113.00	1.2%	48.05	61.74	15	44.68	5
							-	-	-						
CFO/City Auditor	Auditor	157,172.00	1,175.00	600.00	3,000.00		161,947.00	159,956.65	2,784.65	1.8%	68.93	87.69	23	75.07	8
Assistant City Auditor	Auditor	95,350.00	775.00	600.00			96,725.00	97,925.45	2,575.45	2.7%	36.95	47.49	18	52.79	6
Finance Manager	Auditor	71,481.00	775.00	600.00			72,856.00	72,604.70	1,123.70	1.6%	28.26	36.31	11	34.75	4
							-	-	-						
Chief Assessor	Assessor	93,204.00	775.00	600.00	4,347.00		98,926.00	101,802.40	8,598.40	9.2%	48.41	53.33	19	54.88	6
							-	-	-						
Treasurer/Collector	Treasurer	114,308.00		600.00	1,000.00		115,908.00	114,639.00	331.00	0.3%	48.05	61.74	19	54.88	6
Assistant Treasurer	Treasurer	77,590.00		600.00			78,190.00	77,590.00	-	0.0%	36.95	47.49	13	40.80	4
							-	-	-						
Exec. Assistant to City Solicitor	Legal	68,707.00	975.00	600.00	6,500.00	3,000.00	79,782.00	70,100.45	1,393.45	2.0%	28.26	36.31	10	31.62	3
City Solicitor - Labor Counsel	Legal	134,354.00		600.00			134,954.00	139,254.85	4,900.85	3.6%	65.03	82.73	23	75.07	8
Assistant City Solicitor	Legal	110,158.00	775.00	600.00			111,533.00	111,225.80	1,067.80	1.0%	46.21	59.38	20	57.63	6
							-	-	-						
Human Resources and Labor Relations Director	HR	107,383.00	975.00	600.00			108,958.00	116,846.45	9,463.45	8.8%	48.05	61.74	21	62.99	7
Human Resources and Benefits Coordinator	HR	74,818.00		600.00			75,418.00	75,684.00	866.00	1.2%	36.95	47.49	13	40.80	4
Human Resources Assistant	HR	54,374.00		600.00			54,974.00	55,265.00	891.00	1.6%	28.47	31.37	9	27.54	3
							-	-	-						
Director of IT City & Schools	IT	144,943.00	775.00	600.00			146,318.00	144,943.00	-	0.0%	57.87	73.63	21	62.99	7
IT Systems Analyst	IT	74,890.00	775.00	600.00			76,265.00	76,459.00	1,569.00	2.1%	30.80	39.58	13	40.80	4
Assistant IT Director	IT	93,480.00	775.00	600.00			94,855.00	94,493.70	1,013.70	1.1%	36.95	47.49	16	48.96	5
Financial Systems Analyst/Project Manager	IT	84,884.00	620.00	600.00			86,104.00	86,517.20	1,633.20	1.9%	39.52	50.78	17	50.75	6
Project/System Administrator	IT	69,101.00		600.00			69,701.00	81,935.35	12,834.35	18.6%	34.22	43.97	13	40.80	4
							-	-	-						
City Clerk	City Clerk	90,807.00	775.00	600.00	1,500.00	4,000.00	97,682.00	90,820.80	13.80	0.0%	39.52	50.78	16	48.96	5
Assistant City Clerk	City Clerk	70,158.00		600.00			70,758.00	70,158.00	-	0.0%	31.68	40.71	11	34.75	4
							-	-	-						
Senior Planner	Planning	78,348.00	775.00	600.00			79,723.00	80,321.50	1,973.50	2.5%	40.21	44.30	13	40.80	4
Director of Community Development and Planning	Planning	131,537.00	1,530.00	600.00			133,667.00	131,537.00	-	0.0%	48.05	61.74	19	54.88	6
Sustainability Manager	Planning	72,911.00	975.00	600.00			74,486.00	75,684.00	2,773.00	3.8%	28.26	36.31	13	40.80	4
							-	-	-						
Admin. Accounting Assistant	Police	19,561.00					19,561.00	19,949.00	388.00	2.0%	19.51	21.50	8	20.91	2
Executive Office Manager Police	Police	55,541.00	775.00	600.00			56,916.00	64,810.20	9,269.20	16.7%	26.12	28.79	10	31.62	3

Attachment: MF Attachments Sent 11.3 (ORDER-2023-29 : An Appropriation from Contract Stabilization)

Position	Department	Fiscal 2023 Budgeted Base Salary Based on 53 week Payroll budget	Longevity	Potential Maximum SLBB	Stipend 1	Stipend 2	Total Potential Salary inclusive Longevity/SLBB/St ipends	New Salary Based on 53 week Payroll Budget	Estimated Comp Adjustment Base Only	Estimated Percent Adjustment Base only	FY22 Base Hourly MIN	FY22 Base Hourly MAX	New Proposed Grade	Proposed FY23 Hourly MIN	Propo F Ho N
Chief	Police	145,988.00			3,000.00			145,988.00	-	0.0%					
							-		-						
Chief	Fire	142,803.00	2,500.00	600.00			145,903.00	153,888.00	11,085.00	7.8%					
Finance Administrator - Fire Dept	Fire	50,816.00		600.00			51,416.00	57,548.40	6,732.40	13.2%	26.12	28.78	10	31.62	3
Emergency Management Director	Emergency Management	28,620.00					28,620.00	36,490.50	7,870.50	27.5%			12	38.25	4
							-		-						
Assistant to the Director of Inspectional Services	Inspectional Services	61,457.00		600.00			62,057.00	61,457.00	-	0.0%	25.93	33.32	10	31.62	3
Director of Inspectional Services/Building Commissioner	Inspectional Services	105,190.00		600.00			105,790.00	105,190.00	-	0.0%	39.52	50.78	19	54.88	6
Sealer of Weights & Measures/Wire Inspector	Inspectional Services	49,629.00		410.00			50,039.00	56,763.00	7,134.00	14.4%	31.92	35.17	12	38.25	4
Plumbing and Gas Inspector	Inspectional Services	45,058.00		410.00			45,468.00	48,654.00	3,596.00	8.0%	28.47	31.37	12	38.25	4
Local Building Inspector	Inspectional Services	64,452.00		600.00			65,052.00	65,206.96	754.96	1.2%	40.21	44.30	12	38.25	4
							-		-						
Project Engineer	DPW-Admin	65,269.00		600.00			65,869.00	81,090.00	15,821.00	24.2%	28.26	36.31	12	38.25	4
Operations Manager	DPW-Admin	109,201.20	975.00	600.00			110,776.20	111,914.80	2,713.60	2.5%	51.51	66.19	18	52.79	6
City Engineer	DPW-Admin	112,853.00	-	600.00	1,000.00		114,453.00	116,345.60	3,492.60	3.1%	45.76	58.80	19	54.88	6
DPW Director	DPW-Admin	143,014.00	775.00	600.00	1,000.00		145,389.00	142,037.35	(976.65)	-0.7%	68.93	87.69	23	75.07	8
Building Systems Supervisor (HVAC)	DPW-Admin	83,775.00	775.00	600.00			85,150.00	86,496.00	2,721.00	3.2%	34.47	37.98	13	40.80	4
Facilities Manager (City & School)	DPW-Admin	111,794.00		600.00	1,000.00		113,394.00	111,914.80	120.80	0.1%	45.76	58.80	18	52.79	6
Assistant Director DPW Administration and Finance	DPW-Admin	119,936.00		600.00			120,536.00	123,677.60	3,741.60	3.1%	52.02	66.84	19	54.88	6
Deputy City Engineer	DPW-Admin	100,831.00	-	600.00			101,431.00	107,590.00	6,759.00	6.7%	39.52	50.78	17	50.75	6
Cemetery Administrator	DPW-Admin	48,078.00	554.00	429.00			49,061.00	50,681.25	2,603.25	5.4%	31.03	34.19	12	38.25	4
							-		-						
Health Director (regional)*	Health	116,936.00		600.00			117,536.00	150,000.00	33,064.00	28.3%	61.35	78.05	19*	54.88	6
Public Health Specialist	Health	67,615.00		600.00			68,215.00	67,615.00	-	0.0%	34.47	37.98	11	34.75	4
Animal Control Officer	Health	25,686.00		-			25,686.00	25,686.00	-	0.0%	24.47	26.96	9	27.54	3
Program Coordinator - Tobacco/Alcohol	Health	65,538.21	775.00	600.00			66,913.21	65,741.20	202.99	0.3%	26.12	28.78	9	27.54	3
Prevention and Wellness Program Coordinator	Health	56,191.71	666.50	516.00			57,374.21	52,326.90	(3,864.81)	-6.9%	34.47	37.98	9	27.54	3
							-		-						
Milano Center Manager (COA)	COA	58,287.00		600.00			58,887.00	58,695.00	408.00	0.7%	31.03	34.19	10	31.62	3
Council on Aging Director	COA	90,921.00		600.00			91,521.00	97,925.45	7,004.45	7.7%	48.41	53.33	18	52.79	6
							-		-						
Veterans Service Director (Regional)	Veterans	78,448.00		600.00			79,048.00	79,468.20	1,020.20	1.3%	39.81	43.87	14	42.84	5

Attachment: MF Attachments Sent 11.3 (ORDER-2023-29 : An Appropriation from Contract Stabilization)

Position	Department	Fiscal 2023 Budgeted Base Salary Based on 53 week Payroll budget	Longevity	Potential Maximum SLBB	Stipend 1	Stipend 2	Total Potential Salary inclusive Longevity/SLBB/St ipends	New Salary Based on 53 week Payroll Budget	Estimated Comp Adjustment Base Only	Estimated Percent Adjustment Base only	FY22 Base Hourly MIN	FY22 Base Hourly MAX	New Proposed Grade	Proposed FY23 Hourly MIN	Propo F Ho N
Administrative Assistant PT	Veterans	19,546.00					19,546.00	19,948.00	402.00	2.1%	19.51	21.50	8	20.91	2
							-		-						
Library Director	Library	99,296.00	1,530.00	600.00			101,426.00	108,035.20	8,739.20	8.8%	36.59	47.02	19	54.88	6
Assistant Library Director (Head Technical Services)	Library	84,266.00	2,500.00	600.00			87,366.00	85,237.25	971.25	1.2%	36.95	47.49	13	40.80	4
							-		-						
Recreation Director	Recreation	99,079.00	975.00	600.00			100,654.00	97,944.00	(1,135.00)	-1.1%	45.76	58.80	17	50.75	6
Recreation Coordinator	Recreation	48,454.00		600.00			49,054.00	53,145.75	4,691.75	9.7%	26.12	28.78	9	27.54	3
Executive Director Melrose Memorial Hall	Memorial Hall	87,418.00	975.00	600.00			88,993.00	90,820.80	3,402.80	3.9%	33.88	43.54	16	48.96	5
Events Operation Manager Memorial Hall	Memorial Hall	18,824.00					18,824.00	19,948.14	1,124.14	6.0%	19.51	21.50	8	20.91	2
Events Operation Manager Memorial Hall	Memorial Hall	20,335.00					20,335.00	20,521.90	186.90	0.9%	19.51	21.50	8	20.91	2
Events Operation Manager Memorial Hall	Memorial Hall	18,776.00					18,776.00	19,571.76	795.76	4.2%	19.51	21.50	8	20.91	2
Events Operation Manager Memorial Hall	Memorial Hall	5,255.00					5,255.00	5,541.15	286.15	5.4%	19.51	21.50	8	20.91	2
							-		-						
Water-Sewer Administrator Billing	Sewer	73,422.00	775.00	600.00			74,797.00	75,313.00	1,891.00	2.6%	30.80	39.58	12	38.25	4
									-						
Superintendent of Parks	Mt Hood/Parks	99,080.00	1,175.00	600.00			100,855.00	97,944.00	(1,136.00)	-1.1%	45.76	58.80	17	50.75	6
							-		-						
Executive Director - Melrose Contributory Retirement	Retirement	121,178.14	775.00	600.00			122,553.14	117,031.95	(4,146.19)	-3.4%	44.40	48.91	18	52.79	6
							-								
							Total Adjustment		217,034.75						

1. Fiscal 2023 is based on a 53 week Payroll Budget.
2. Please note this chart was prepared to demonstrate total compensation for employees **inclusive of** longevity, potential SLBB and Stipends and to show the proposed monetary change by position.
3. The funding request of \$167,309.63 Council Order 2023-29 represents the budgetary impact of these adjustments **and takes into consideration any departmental changes since the budget was approved in June 2022.**
(such changes are due to regionalization pending Council approval, staffing changes, vacancies, temporary out of grade assignments to cover for leaves)
4. The funding order doesn't reflect the total adjustment since certain positions are funded through ARPA, grants, regional budgets and other sources and they have absorbed a portion of the adjustment.
5. The Health Director proposed grade is representative of the proposed salary prior to the regionalization with Stoneham, which is pending approval of Council.
6. 21 of the positions have outgrown the current salary schedule and receive only COLA, without any steps.
7. Few positions have a base salary that is higher than the proposed hourly maximum, their salary will not be reduced, and will only be eligible for COLA going forward.
8. A negative percent adjustment reflects a slower salary progression than the current plan.
9. Report produced 11/3/22 by the Auditor and HR depts.

Questions Received from Councilors regarding Compensation Study and CBA Orders

1. Provide a 10-year history of all approved withdrawals from the contract stabilization account and indication of what was approved (e.g., in X year the council approved Y amount to go toward funding retro raises for Z collective bargaining agreement).

Please see attached Stabilization History.

2. Provide a copy of the compensation study completed by the consultant any related documents-Please see attached Compensation and Classification plan documents.

3. Provide a list of any identified non-union positions that are currently identified for a compensation adjustment under order 2023-29 to maintain compliance with the MA Equal Pay Act.

The Mass Equal Pay Act requires that employees performing equal or comparable work are compensated equally. "Equal work" involves similar skill and responsibilities and is performed in similar working conditions. The methodology HRS used involves the components required by MEPA and by creating one consolidated compensation plan and a classification plan it ensures that the pay equity matches the MEPA requirements. It is hard to isolate which positions require adjustments solely related to MEPA compliance. The Comp and Class study HRS conducted is different from a pay equity study, disparity study or gender analysis, all of which involve a deeper analysis of compliance with the Mass Equal Pay Act. The Comp and Class study focuses on the positions themselves not the employees in the positions, which is what a pay equity study does, as it takes into consideration the individual longevity, personal qualifications, the education/ training and the performance of the individual employees. The Comp and Class study has built the elements of MEPA into its methodology, job analysis, job evaluation, along with external market analysis, which sets the foundation of a system that is externally and internally equitable.

4. List of all positions by job title and department slated to be adjusted under the 2023-29 funding request. For these positions, total current annual compensation, inclusive of stipends, COLAs, and any other monetary compensation paid out of all City funds (operating and enterprise).

See attached spreadsheet/PDF "CompClassOrderDocument11-3-22".

5. Orders 2023-30 and 2023-31 reference that the funding request is for FY 23 funding for a union contract.

- When was this contract settled?

The MOUs were executed September 23, 2022 (Clerical) and October 4, 2022 (Laborers).

- Are these raises retro to the start of the fiscal year?

The previous contracts expired at the end of FY22. The new contracts are effective with the start of FY23, therefore the budgeted raises are retro to the start of the fiscal year.

- Were any of these raises budgeted for in the current FY 23 budget, or is the totality of the increases being absorbed through the stabilization and retained earnings fund?

As is the customary budgeted practice, any FY23 step increases were budgeted based on the old contract, which was the known amount when FY23 budget was set. The stabilization fund absorbs only partially increases.

6. What is the stated purpose for the contract stabilization, water retained earnings, and sewer retained earnings funds? Is this stated purpose set by: state statute/charter/city admin/all of the above? The "Contractual Obligations and Salary & Wages Stabilization Fund" was established in 2006 by Council Vote 06-221 and in accordance with MGL Chapter 40, Section 5B. Water Retained Earnings and Sewer retained earnings were established under MGL Chapter 44, Section 53F ½ for Enterprise Funds.

7. What is the City relying on to justify paying non-union comp adjustments from the contract stabilization fund?

The stabilization fund was created for the purposes of contractual obligations as well as salary and wages. The adjustments resulting from the Comp and Class study are one-time non-budgeted salary adjustments, therefore the stabilization fund is used to fund part of these adjustments.

8. Did the classification review the compensation for both full time and part time employees? Among the positions reviewed we have both full time and part time employees.

9. Can you provide what positions have other compensation and what are the "Other" items? Under "other compensation" we consider stipends, longevity, sick leave incentives.

Below are the positions receiving a stipend (see list below, amount of stipend and reason for it).

Position	Stipend Position	Stipend Amount
Exec. Legal Assistant	Liquor Commission	\$6,500.00
Exec. Legal Assistant	Retirement Board	\$3,000.00
CFO/Auditor	Retirement Board	\$3,000.00
City Clerk	Clerk/City Council	\$4,000.00
City Clerk	Board of Registrars	\$1,500.00
Police Chief	Retirement Board	\$3,000.00
Assessor	Board of Assessor	\$4,347.00
Treasurer	Retirement Board (working with)	\$1,000.00
DPW Director	job specific licenses	\$1,000.00
Deputy City Engineer	job specific licenses	\$1,000.00
City Engineer	job specific licenses	\$1,000.00

Longevity is an annual bonus that benefit eligible non-union employees receive based on continuous years of service with the City, following the schedule below:

Years of Continuous Service	Annual Lump Sum Compensation
5 years, but less than ten 10 years	\$ 775.00
10 years, but less than 15 years	\$ 975.00
15 years, but less than 20 years	\$ 1,175.00
20 years, but less than 25 years	\$1,530.00
25 years, but less than 29 years	\$1,950.00
29 years or more	\$2,500.00

Non-union benefit eligible employees are reimbursed earned unused sick time in accordance with the schedule below. The maximum reimbursement they are eligible for per year is \$650.

If employee uses:	Less than 24.9% of available sick days (0 to 2.9 days/0 to 20.9 hours)	Receives \$50.00/day for remaining unused days
	between 25% - 49.9% of available sick days (3 to 5.9 days/21 to 41.9 hours)	Receives \$40.00/day for remaining unused days
	between 50% -74.9% of available sick days (6 to 8.9 days/42 to 62.9 hours)	Receives \$30.00/day for remaining unused days.
	75% or more (9 to 12 days/63 to 84 hours)	Zero reimbursement
In all instances, the applicable percentages shall be rounded down.		

10. Please provide by position side by side the old min and max salary and the new min and max salary.

See attached spreadsheet/PDF "CompClassOrderDocument11-3-22"

11. Please provide by position the dollar increase along with the percentage.

See attached spreadsheet/PDF "CompClassOrderDocument11-3-22"

12. You state in your memo that periodically we should do a cost of living increase in the compensation structure. How do you define periodically?

This is a discretionary decision of the Mayor and the CFO. Depending on the economy, employers are advised to apply COLA to their compensation plan to ensure that the pay is still appropriate, competitive with the changing economy and not stagnant. Union employees have COLA applied to the comp plans every year.

13. If an employee is above the range how will their annually compensation work every year?
They will only receive COLA going forward.

14. Are there any collective bargaining units within the City (including those under MPS) that are not eligible to access the contract stabilization fund? If so, why? There are no CBAs that are restricted from using the Contractual Obligations and Salary & Wages Stabilization Fund.

Ghobrial, Andrew

From: Maryandjoe Pelrine <[REDACTED]>
Sent: Monday, November 7, 2022 10:20 AM
To: City Council
Subject: Tonights meeting

Good Morning All,
 What a beautiful day!
 I am not sure if I can attend tonight.
 On these orders

2023-29 funding for HRS compensation study. I thought that this study was completed already.
 Why is a total of \$ 7534.00 coming out of W & S retained earnings to pay for this?

2023-30 Funding for the clerical union contractual This time W & S retained earnings is being
 tapped for \$ 8792.00. Why wouldn't this line be covered entirely by the contract stabilization account?

2023-31 Funding for the labor's union contract. This time the W & S retained earning is being
 tapped for \$ 18,294.00. Again why isn't the contract stabilization account covering all of this?

Total \$ 34,620.00 is a lot of money.
 How did the city come to these percentage totals for each of these items?

It would seem to me that when the budget was approved, each of these line lines were accounted
 for, and funded, and now more money needs to be allocated?

With all of our water bills through the ceiling, How is that there \$34,620.00 in these retained earning
 accounts? Are we being charged to much for W & S?
 What are retained earning accounts?

Thanks for all you do for the City of Melrose.

Joe

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

Attachment: Pelrine_Redacted (ORDER-2023-29 : An Appropriation from Contract Stabilization)

Ghobrial, Andrew

From: Alison Sarnoski <[REDACTED]@melrosema.gov>
Sent: Monday, November 7, 2022 6:06 PM
To: City Council; School Committee
Subject: Teacher contract

Good evening elected officials,
 I apologize for the lateness of this email. I understand the scope of both of your roles, but as our representatives, I ask that you consider this as both leaders and neighbors. I ask that you figure out a way to settle the MPS teacher and para contract. I understand that we don't know all of the updated MPS FY23 budget projections, but I feel like we can all agree that we will likely have a significant shortfall. We don't have to wait. We will need to be creative and we need to solve the problem now. This district cannot afford a strike. Essential workers in general and educators, specifically, have found their voices. I used to think that you might be able to try to "be creative" and bargain for things that don't cost money, but the reality is, we can't stand to lose anything. Money settles contracts. Settled contracts in our area give an indication that it's going to take a significant investment. Even if it's not "best financial practice," find money to settle this contract so that relationships can be repaired and there can be a partnership to lead this district forward through what is likely going to be a difficult few years.

There is an order before the Council tonight to adjust non-union salaries based on the results of the HR study. While I question the timing of this proposal, I don't disagree with its merit. Melrose should pay its employees at a competitive rate. The request states that, "The pay ranges targeted the 75th percentile of market, which was necessary in order to remain competitive as compared to other municipalities in Massachusetts." This is great. Pay our teachers and paras enough so that we're not in the bottom 10%. It's embarrassing. Also, I would ask that the School Committee and Superintendent rethink its language around the settlement of the contract. The word, "fair," is being used a lot. There really isn't a number that Melrose will get to this year that is "fair." We can do our best. It won't be fair. And words matter.

Council members, please don't sit back and say, "well, no one has asked us." School committee, please don't say "we just don't know how much money we are working with." Choose to work together to solve this problem. We desperately need leadership in this city. Please come up with a plan to articulate what it is that Melrose needs and how we are going to get there, or implore the Mayor to. Hundreds of Melrose residents came together in 2019 to volunteer their time to be a part of a vision for this city. Many are waiting for a clear articulation of what we need and how we will get there. Please tell us.

Sincerely,
 Alison Sarnoski



ReplyForw

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

Comp and Class Study Results

Funding Request for
Non-Union Salary Adjustments

HRS Introductions

- **Aleksandra (Sandy) E. Stapczynski**- President HRS Inc; 35+ Years Consulting Experience
- **Buzz Stapczynski** – Served as CEO of large Municipality for many years
- **Tony Torrisi** – 40+ Years in Municipal Finance
- **Barbara Wooten** – Served as Assistant CHRO for the entire Commonwealth

Why did the City need to do a Comp and Class Study?

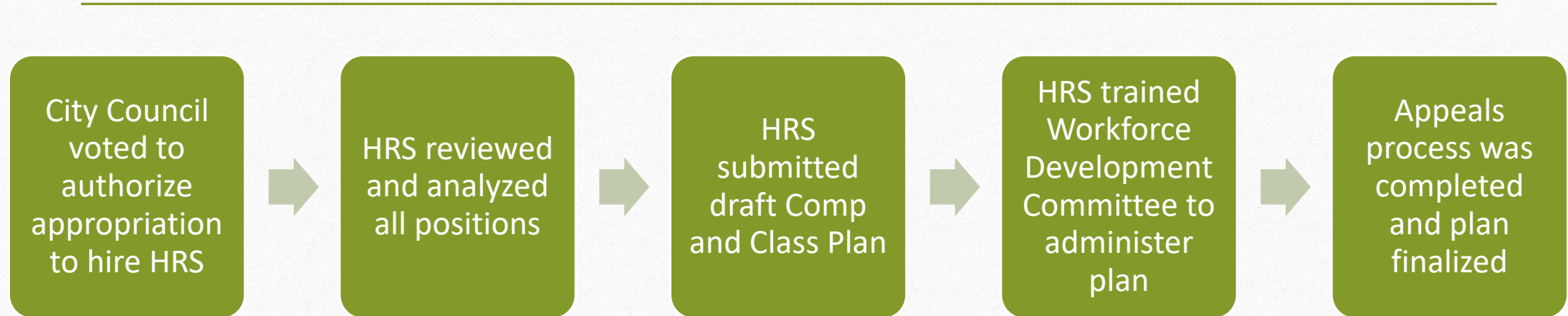
- Maintaining and regularly updating a Compensation and Classification Plan is a STANDARD BEST PRACTICE for municipalities
- Study usually done every 3-5 years
- The City of Melrose last did a comprehensive study of our salary plan over 30 years ago
- Our existing salary plan is obsolete and inequitable

Investing in our classification and compensation infrastructure is investing in the City of Melrose as an employer and investing in our career workforce.

Comp and Class Study Goal

Developing, supporting, and maintaining a **fair and equitable** classification and compensation system, including updated job descriptions, for City of Melrose non-union positions.

Study Timeline



OUR SYSTEM TODAY

PROPOSED SYSTEM

Static compensation system,
not updated regularly.

**Updated compensation plan reflective of
marketplace, internal job values and City's
desire to attract and retain talent**

2 Tiers; 6 schedules;
100+ grades

1 salary schedule with 23 grades

Inconsistent step increases
ranging from 1.25% - 3.5%

2% between steps

One third of non-union
workforce not on a salary
schedule, receiving COLA only

**Places workforce on a salary plan, allowing
for a meaningful career progression and
retention**

OUR SYSTEM TODAY

PROPOSED SYSTEM

No established minimum and maximum salary ranges that apply to current job market.

Provides established minimum and maximum salary ranges.

No formal job classification plan.

One classification plan built on tested methodology, provides pay equity and clear hierarchy based on skill and job requirements.

No system of classifying new positions.

Offers modern blueprint based on transparent and objective standards when evaluating new positions.

OUR SYSTEM TODAY

PROPOSED SYSTEM

Pay decisions are made in a vacuum.

Provides fair and equitable approach to pay decisions and reduces subjectivity.

Non-compliant with MEPA (various tiers based on hire dates, lack of consistency).

Ensures internal equity and compliance with MEPA.

Formal FLSA review has not been conducted to ensure FLSA compliance.

FLSA status evaluation ensure properly classifying positions as Exempt/ Non-exempt.

OUR SYSTEM TODAY

Job descriptions have not been formally tested for compliance with state and federal laws.

Salary is stated as primary reason for leaving employment with the City.

Doesn't align with the City's goals and values of Diversity, Equity and Inclusion.

PROPOSED SYSTEM

Thorough analysis of the job description establishes legal compliance with state and federal laws.

Competitive salary schedule based on 75% of market averages to attract and retain talented diverse workforce.

Supports the City's values and efforts towards Diversity, Equity and Inclusion.

Risks v. Rewards

There are **RISKS** if the plan is not implemented:

- Current plan is not consistent or fair
- Legal exposure
- Harder to recruit and retain talented employees

There are **REWARDS** if the plan is implemented:

- ✓ Ongoing compliance & strategic compensation planning
- ✓ Would support a hybrid performance-based appraisal system
- ✓ Improves morale 😊

Objectives Met

Classification and Compensation Plan development and maintenance provides the City with internal and external equity based on these criteria:

- ✓ Knowledge, ability, skills
- ✓ Education, training, and experience required
- ✓ Market data analysis
- ✓ Job duties and responsibilities

HRS provided necessary training to allow the City to maintain the plans going forward.

HRS Study Outcomes

- Compensation and Classification Study results in adjustments to 58 positions
- Not every adjustment exceeds existing departmental budget
- Some salaries are paid through other sources, including regionalized and grant-funded positions

Why are We Here Now?

- The study results are complete and ready to implement
- Request for \$167,310 from the Contractual Obligations and Salary & Wages Stabilization Fund to fund the study results for current FY
- City Council approved free cash appropriation of \$460,000 to fund in part non-union salary adjustments (May 2022)
- CFO and department heads preparing to build the FY24 budget

Questions?