# CITY OF MELROSE

**CITY COUNCIL**

**ORDERS OF THE DAY● MARCH 6, 2023**

**Council Chamber, First Floor, Melrose City Hall Regular Meeting** **7:45 PM**
**562 Main Street, Melrose, MA 02176**

## I. CALL TO ORDER

***Pledge of Allegiance***

## II. READING OF THE MINUTES

City Council - Regular Meeting - Feb 21, 2023 7:45 PM

## III. PUBLIC COMMENT

Remote Link for Public Comment:
https://cityofmelrose-org.zoom.us/j/98584359192

Meeting ID:
985 8435 9192

## IV. PUBLIC HEARING

None

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

## VI. NEW BUSINESS

### *A. Filings by the Honorable Mayor*

1. **APPRO-2023-14:** An Appropriation from Free Cash (account 01-324001), in the amount of Thirty-Five Thousand, Three Hundred Eleven Dollars ($35,311) to Essex North Shore Agricultural & Technical School District (account 013012-547300) for two additional students.

2. **APPRO-2023-15:** An Appropriation from Free Cash in the Amount of Two Million, Seven Hundred Sixty-Two Thousand, Six Hundred Seventy-Four Dollars and Ninety-Three cents ($2,762,674.93) to various accounts as set forth herein.

3. **APPRO-2023-17:** An Appropriation from Free Cash in the Amount of Nine Hundred and Three Thousand Dollars ($903,000) for the Police and Fire Radio System Upgrade

4. **ORDER-2023-78 :** Reappointment of Carol Ann Licitra, 308 E Foster St, to the Melrose Board of Health for a three-year term set to expire on the last day of February 2026.

4. **APPRO-2023-16:** Requesting an appropriation from free cash (account 01-324001) in the amount of Thirty-Five Thousand, Four Hundred Forty-Nine Dollars ($35,449) to the Election accounts as set forth herein.

6. **ORDER-2023-79 :** Appointment of Emily Paisner, 71 E Emerson St, to the Melrose Commission on Women (MCW), for a one-year term set to expire on the last day of February 2024. Ms. Paisner's appointment replaces the term of Rilda Kissel, who has resigned from the Commission.

6. **APPT-2023-1:** Reappointment of William Butler, 102 Crescent Road, to the Beebe Estate Board of Trustees for a three-year term set to expire on the last day of February 2026.

8. **APPT-2023-2:** Appointment of Allison Goldberg, 24 Cottage Street, to the Commission on Women (MCW) for a two-year term set to expire on the last day of February 2025. Ms. Goldberg's appointment replaces the membership of Kristyn Bunce DeFilipp, whose term is expired and who is not seeking reappointment.

9. **APPT-2023-3:** Reappointment of Carol Ann Licitra, 308 E Foster St, to the Melrose Board of Health for a three-year term set to expire on the last day of February 2026.

10. **APPT-2023-4:** Appointment of Emily Paisner, 71 E Emerson St, to the Melrose Commission on Women (MCW), for a one-year term set to expire on the last day of February 2024. Ms. Paisner's appointment replaces the term of Rilda Kissel, who has resigned from the Commission.

### *B. Filings by the Honorable City Council*

## VII. UNFINISHED BUSINESS

### *Appropriation*

### *Grants*

### *Information Items*

### *Licenses*

1. **LIC-2023-7 :** Non Renewal Class II Motor Vehicle License for 2023

   *From:* Protection and License Committee PLACE ON FILE

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

   *From:* Protection and License Committee PLACE ON FILE

### *Orders*

## VIII. EXPIRIES

None

## IX. REPORTS FROM COMMITTEES

1. **ORDER-2023-76 :** Authorization for the Mayor of Melrose to execute a Power Purchase & Lease Agreement for Rooftop Solar Installation at Hoover Elementary School

   *Offered by:* Mayor Paul Brodeur

2. **ORDER-2023-77 :** Authorization for the Mayor of Melrose to execute a Power Purchase & Lease Agreement for Rooftop Solar Installation on the Horace Mann Elementary School

   *Offered by:* Mayor Paul Brodeur

# X. RULE 53 REPORTS

# XI. ADJOURNMENT

# CITY OF MELROSE

## CITY COUNCIL

## MINUTES● FEBRUARY 21, 2023

**Council Chamber, First Floor, Melrose City Hall Regular Meeting** **7:48 PM**
**562 Main Street, Melrose, MA 02176**

# I. CALL TO ORDER

| Attendee Name | Title | Status | Arrived |
|---|---|---|---|
| Christopher Cinella | At-Large | Present | |
| Jack Eccles | At-Large | Remote | |
| Mark Garipay | Ward 4 | Present | |
| Maya Jamaleddine | At-Large | Present | |
| Manjula Karamcheti | Ward 1 | Absent | |
| 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 | |
| Jen Grigoraitis | Ward 6 | Absent | |

## PLEDGE OF ALLEGIANCE

# II. READING OF THE MINUTES

City Council - Regular Meeting - Feb 6, 2023 7:45 PM

Motion: Accept the minutes without reading by unanimous consent. No objection
By: President Pro Tem MacMaster - motion carried.

| | |
|---|---|
| **RESULT:** | **ACCEPTED [8 TO 0]** |
| **MOVER:** | Shawn M. MacMaster, Ward 5 |
| **AYES:** | Cinella, Eccles, Garipay, Jamaleddine, MacMaster, Migliorelli, Stewart, Williams |
| **ABSENT:** | Manjula Karamcheti, John Obremski, Jen Grigoraitis |

# III. PUBLIC COMMENT

Zoom information
https://cityofmelrose-org.zoom.us/webinar/register/WN_v8qn_zI6SWS2-aeDlRfC1Q

**Webinar ID: 920 8245 4561**

To join a Zoom webinar:

Minutes Acceptance: Minutes of Feb 21, 2023 7:45 PM (Reading of the Minutes)

Sign in to the Zoom desktop or mobile app. Click or tap Join.
Enter the webinar ID, and click Join or tap Join Meeting.
Enter your name and email address, then click Join Webinar or tap Join

**Motion:** Public Comment

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

No one comes forward.

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

| | |
|---|---|
| **RESULT:** | **PASSED [8 TO 0]** |
| **MOVER:** | Shawn M. MacMaster, Ward 5 |
| **AYES:** | Cinella, Eccles, Garipay, Jamaleddine, MacMaster, Migliorelli, Stewart, Williams |
| **ABSENT:** | Manjula Karamcheti, John Obremski, Jen Grigoraitis |

# IV. PUBLIC HEARING

# V. NEW BUSINESS

## *Filings by the Honorable Mayor*

**Motion:** Immediate Consideration / No Objection

Motion: Immediate Consideration
By: Councilor Eccles - No Objection

| | |
|---|---|
| **RESULT:** | **PASSED [8 TO 0]** |
| **MOVER:** | Jack Eccles, At-Large |
| **AYES:** | Cinella, Eccles, Garipay, Jamaleddine, MacMaster, Migliorelli, Stewart, Williams |
| **ABSENT:** | Manjula Karamcheti, John Obremski, Jen Grigoraitis |

**Motion:** Suspend the Rules

Motion: Suspend the Rules to hear from speakers
By: President Pro Tem MacMaster by unanimous consent - motion carried.

Minutes Acceptance: Minutes of Feb 21, 2023 7:45 PM (Reading of the Minutes)

| | |
|---|---|
| **RESULT:** | **PASSED [8 TO 0]** |
| **MOVER:** | Shawn M. MacMaster, Ward 5 |
| **AYES:** | Cinella, Eccles, Garipay, Jamaleddine, MacMaster, Migliorelli, Stewart, Williams |
| **ABSENT:** | Manjula Karamcheti, John Obremski, Jen Grigoraitis |

1. **ORDER-2023-67 :** I respectfully request the Honorable City Council join me in recognizing Wednesday, March 1, 2023, as White Ribbon Day in Melrose, by issuing the attached "Proclamation of March 1, 2023, as White Ribbon Day".

*Offered by:* Mayor Paul Brodeur

Mayor Brodeur offers remarks regarding the 'men of MAAV' movement and its anniversary. Mentions the hard work done daily by President Grigoraitis in her day job with MOVA and reads the proclamation. Invites Joe Guarino to the dais who reminds listeners of the March 1st ceremony at 1pm on the City Hall steps where the mayor, community leaders, high school students and the high school drummers will appear before Councilor Eccles raises a remembrance flag.

| | |
|---|---|
| **RESULT:** | **PLACED ON FILE [8 TO 0]** |
| **TO:** | City Council |
| **MOVER:** | Jack Eccles, At-Large |
| **SECONDER:** | Christopher Cinella, At-Large |
| **AYES:** | Cinella, Eccles, Garipay, Jamaleddine, MacMaster, Migliorelli, Stewart, Williams |
| **ABSENT:** | Manjula Karamcheti, John Obremski, Jen Grigoraitis |

**Motion:** Recess for MAAV moment and second motion to reconvene.

Motion: Recess briefly
By: Councilor Eccles, Second by Councilor Stewart - motion carried.

Motion: Reconvene
By: Councilor Eccles, Second by Councilor Stewart - motion carried

Minutes Acceptance: Minutes of Feb 21, 2023 7:45 PM (Reading of the Minutes)

| | |
|---|---|
| **RESULT:** | **PASSED [8 TO 0]** |
| **MOVER:** | Jack Eccles, At-Large |
| **SECONDER:** | Robb Stewart, Ward 3 |
| **AYES:** | Cinella, Eccles, Garipay, Jamaleddine, MacMaster, Migliorelli, Stewart, Williams |
| **ABSENT:** | Manjula Karamcheti, John Obremski, Jen Grigoraitis |

2. **GRANT-2023-8 :** Acceptance of Massachusetts Department of Environmental Protection GAP III Grant for Municipal Water and/or Wastewater Facilities in the amount of $19,833

*Offered by:* Paul Brodeur, Mayor

| | |
|---|---|
| **RESULT:** | **ASSIGN TO COMMITTEE** |
| **TO:** | Appropriations & Oversight Committee |

3. **APP-2023-13:** Request for an Appropriation of Massachusetts Department of Public Utilities Rideshare Allocation (Fund #2921) in the amount of $10,274.50.

*Offered by:* Paul Brodeur, Mayor

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

4. **ORDER-2023-68 :** Appointment of Helena Widtfeldt, 44 Briggs Street, to the Melrose Affordable Housing Trust for a one-year term, said term to expire on the last day of January 2024. Ms. Widtfelt's term fills the unexpired term of resigned Affordable Housing Trust member Carolyn Federoff.

*Offered by:* Mayor Paul Brodeur

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

5. **ORDER-2023-69 :** Reappointment of Cathryn Mercier, 466 Pleasant Street, to the Melrose Library Board of Trustees for a three-year term, said term to expire the last day of February 2026.

Minutes Acceptance: Minutes of Feb 21, 2023 7:45 PM (Reading of the Minutes)

*Offered by:* Mayor Paul Brodeur

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

6. **ORDER-2023-70 :** Reappointment of Joseph Phillips, 1 Hillside Ave, to the Human Rights Commission (HRC) for a three-year term set to expire on the last day of February 2026.

*Offered by:* Mayor Paul Brodeur

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

7. **ORDER-2023-71 :** Appointment of Elizabeth Reidy, 346 West Emerson Street, to the Commission on Women for a three-year term set to expire on the last day of February 2026. Ms. Reidy's appointment replaces the term of Emily Minton, whose term will expire on the last day of February 2023, and who is not seeking reappointment.

*Offered by:* Mayor Paul Brodeur

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

8. **ORDER-2023-72 :** Appointment of Sydney Hy, 118 Waverly Avenue, to the Conservation Commission as an associate member for a one-year term set to expire on the last day of February 2024.

*Offered by:* Mayor Paul Brodeur

| | |
|---|---|
| **RESULT:** | **ASSIGNED TO COMMITTEE** |
| **TO:** | Public Service Committee |

9. **ORDER-2023-73 :** Reappointment of Joseph Hunt, 132 Mount Vernon Avenue, to the Melrose Historical Commission for a three-year term set to expire on the last day of February 2026.

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*Offered by:* Mayor Paul Brodeur

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

10. **ORDER-2023-74 :** Reappointment of George Bibilos, 264 Grove Street, to the Melrose Historical Commission for a three-year term set to expire on the last day of February 2026.

*Offered by:* Mayor Paul Brodeur

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

11. **ORDER-2023-75 :** Reappointment of Benjamin Rosenberg, 76 Ardsmoor Road, as a Full Member of the Zoning Board of Appeals (ZBA) for a five-year term set to expire on the last day of February 2028. Mr. Rosenberg's appointment satisfies the Engineering role on the board.

*Offered by:* Mayor Paul Brodeur

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

12. **ORDER-2023-76 :** Authorization for the Mayor of Melrose to execute a Power Purchase & Lease Agreement for Rooftop Solar Installation at Hoover Elementary School

*Offered by:* Mayor Paul Brodeur

| | |
|---|---|
| **RESULT:** | **ASSIGNED TO COMMITTEE** |
| **TO:** | Legal & Legislative Committee |

13. **ORDER-2023-77 :** Authorization for the Mayor of Melrose to execute a Power Purchase & Lease Agreement for Rooftop Solar Installation on the Horace Mann Elementary School

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*Offered by:* Mayor Paul Brodeur

| | |
|---|---|
| **RESULT:** | **ASSIGNED TO COMMITTEE** |
| **TO:** | Legal & Legislative Committee |

### *Filings by the Honorable City Council*

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

None

## VII. UNFINISHED BUSINESS

### *Appropriation*

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

*Sponsored by:* Health Director Anthony Chui

*From:* Appropriations & Oversight Committee PLACE ON FILE

| | |
|---|---|
| **RESULT:** | **PASSED [8 TO 0]** |
| **MOVER:** | Leila Migliorelli, At-Large |
| **SECONDER:** | Jack Eccles, At-Large |
| **AYES:** | Cinella, Eccles, Garipay, Jamaleddine, MacMaster, Migliorelli, Stewart, Williams |
| **ABSENT:** | Manjula Karamcheti, John Obremski, Jen Grigoraitis |

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

*Offered by:* Paul Brodeur, Mayor

*From:* Appropriations & Oversight Committee OUGHT TO PASS

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| | |
|---|---|
| **RESULT:** | **PASSED [8 TO 0]** |
| **MOVER:** | Leila Migliorelli, At-Large |
| **SECONDER:** | Christopher Cinella, At-Large |
| **AYES:** | Cinella, Eccles, Garipay, Jamaleddine, MacMaster, Migliorelli, Stewart, Williams |
| **ABSENT:** | Manjula Karamcheti, John Obremski, Jen Grigoraitis |

## *Grants*

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

*Offered by:* Paul Brodeur, Mayor

*Sponsored by:* Health Director Anthony Chui

*From:* Appropriations & Oversight Committee OUGHT TO PASS

| | |
|---|---|
| **RESULT:** | **PASSED [8 TO 0]** |
| **MOVER:** | Leila Migliorelli, At-Large |
| **SECONDER:** | Christopher Cinella, At-Large |
| **AYES:** | Cinella, Eccles, Garipay, Jamaleddine, MacMaster, Migliorelli, Stewart, Williams |
| **ABSENT:** | Manjula Karamcheti, John Obremski, Jen Grigoraitis |

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

*Offered by:* Paul Brodeur, Mayor

*From:* Appropriations & Oversight Committee OUGHT TO PASS

| | |
|---|---|
| **RESULT:** | **PASSED [8 TO 0]** |
| **MOVER:** | Leila Migliorelli, At-Large |
| **SECONDER:** | Christopher Cinella, At-Large |
| **AYES:** | Cinella, Eccles, Garipay, Jamaleddine, MacMaster, Migliorelli, Stewart, Williams |
| **ABSENT:** | Manjula Karamcheti, John Obremski, Jen Grigoraitis |

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

*Offered by:* Paul Brodeur, Mayor

Minutes Acceptance: Minutes of Feb 21, 2023 7:45 PM (Reading of the Minutes)

*From:* Appropriations & Oversight Committee OUGHT TO PASS

| | |
|---|---|
| **RESULT:** | **PASSED [8 TO 0]** |
| **MOVER:** | Leila Migliorelli, At-Large |
| **SECONDER:** | Christopher Cinella, At-Large |
| **AYES:** | Cinella, Eccles, Garipay, Jamaleddine, MacMaster, Migliorelli, Stewart, Williams |
| **ABSENT:** | Manjula Karamcheti, John Obremski, Jen Grigoraitis |

## *Orders*

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

*Sponsored by:* Ward 6 Jen Grigoraitis

*From:* Finance Committee OUGHT TO PASS

| | |
|---|---|
| **RESULT:** | **PASSED [8 TO 0]** |
| **MOVER:** | Maya Jamaleddine, At-Large |
| **SECONDER:** | Mark Garipay, Ward 4 |
| **AYES:** | Cinella, Eccles, Garipay, Jamaleddine, MacMaster, Migliorelli, Stewart, Williams |
| **ABSENT:** | Manjula Karamcheti, John Obremski, Jen Grigoraitis |

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

*Offered by:* Mayor Paul Brodeur

*From:* Appropriations & Oversight Committee OUGHT TO PASS

Minutes Acceptance: Minutes of Feb 21, 2023 7:45 PM (Reading of the Minutes)

| | |
|---|---|
| **RESULT:** | **PASSED [8 TO 0]** |
| **MOVER:** | Leila Migliorelli, At-Large |
| **SECONDER:** | Jack Eccles, At-Large |
| **AYES:** | Cinella, Eccles, Garipay, Jamaleddine, MacMaster, Migliorelli, Stewart, Williams |
| **ABSENT:** | Manjula Karamcheti, John Obremski, Jen Grigoraitis |

8. **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

*From:* Finance Committee OUGHT TO PASS

| | |
|---|---|
| **RESULT:** | **ADOPTED [8 TO 0]** |
| **MOVER:** | Maya Jamaleddine, At-Large |
| **SECONDER:** | Christopher Cinella, At-Large |
| **AYES:** | Cinella, Eccles, Garipay, Jamaleddine, MacMaster, Migliorelli, Stewart, Williams |
| **ABSENT:** | Manjula Karamcheti, John Obremski, Jen Grigoraitis |

9. **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

*From:* Health, Education & Welfare Committee OUGHT TO PASS

Minutes Acceptance: Minutes of Feb 21, 2023 7:45 PM (Reading of the Minutes)

| | |
|---|---|
| **RESULT:** | **ADOPTED [8 TO 0]** |
| **MOVER:** | Mark Garipay, Ward 4 |
| **SECONDER:** | Christopher Cinella, At-Large |
| **AYES:** | Cinella, Eccles, Garipay, Jamaleddine, MacMaster, Migliorelli, Stewart, Williams |
| **ABSENT:** | Manjula Karamcheti, John Obremski, Jen Grigoraitis |

10. **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

*From:* Health, Education & Welfare Committee OUGHT TO PASS

| | |
|---|---|
| **RESULT:** | **ADOPTED [8 TO 0]** |
| **MOVER:** | Mark Garipay, Ward 4 |
| **SECONDER:** | Christopher Cinella, At-Large |
| **AYES:** | Cinella, Eccles, Garipay, Jamaleddine, MacMaster, Migliorelli, Stewart, Williams |
| **ABSENT:** | Manjula Karamcheti, John Obremski, Jen Grigoraitis |

11. **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

*From:* Health, Education & Welfare Committee OUGHT TO PASS

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| | |
|---|---|
| **RESULT:** | **ADOPTED [8 TO 0]** |
| **MOVER:** | Mark Garipay, Ward 4 |
| **SECONDER:** | Christopher Cinella, At-Large |
| **AYES:** | Cinella, Eccles, Garipay, Jamaleddine, MacMaster, Migliorelli, Stewart, Williams |
| **ABSENT:** | Manjula Karamcheti, John Obremski, Jen Grigoraitis |

12. **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

*From:* Health, Education & Welfare Committee OUGHT TO PASS

| | |
|---|---|
| **RESULT:** | **ADOPTED [8 TO 0]** |
| **MOVER:** | Mark Garipay, Ward 4 |
| **SECONDER:** | Christopher Cinella, At-Large |
| **AYES:** | Cinella, Eccles, Garipay, Jamaleddine, MacMaster, Migliorelli, Stewart, Williams |
| **ABSENT:** | Manjula Karamcheti, John Obremski, Jen Grigoraitis |

13. **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

*From:* Public Service Committee OUGHT TO PASS

| | |
|---|---|
| **RESULT:** | **ADOPTED [8 TO 0]** |
| **MOVER:** | Robb Stewart, Ward 3 |
| **SECONDER:** | Jack Eccles, At-Large |
| **AYES:** | Cinella, Eccles, Garipay, Jamaleddine, MacMaster, Migliorelli, Stewart, Williams |
| **ABSENT:** | Manjula Karamcheti, John Obremski, Jen Grigoraitis |

# VIII. REPORTS FROM COMMITTEES

None

Minutes Acceptance: Minutes of Feb 21, 2023 7:45 PM (Reading of the Minutes)

# IX. EXPIRIES

None

# X. RULE 53 REPORTS

# XI. ADJOURNMENT

**Motion:** Adjourn

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

Meeting adjourned at 8:15 p.m.

| | |
|---|---|
| **RESULT:** | **PASSED [8 TO 0]** |
| **MOVER:** | Christopher Cinella, At-Large |
| **SECONDER:** | Leila Migliorelli, At-Large |
| **AYES:** | Cinella, Eccles, Garipay, Jamaleddine, MacMaster, Migliorelli, Stewart, Williams |
| **ABSENT:** | Manjula Karamcheti, John Obremski, Jen Grigoraitis |

Minutes Acceptance: Minutes of Feb 21, 2023 7:45 PM (Reading of the Minutes)

# CITY OF MELROSE

## CITY COUNCIL

## MINUTES● FEBRUARY 6, 2023

**Council Chamber, First Floor, Melrose City Hall Regular Meeting** **7:45 PM**
**562 Main Street, Melrose, MA 02176**

# 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 Jamaleddine | 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 Jamaleddine, 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

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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 Jamaleddine, 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

Minutes Acceptance: Minutes of Feb 21, 2023 7:45 PM (Reading of the Minutes)

| | |
|---|---|
| **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.

Minutes Acceptance: Minutes of Feb 21, 2023 7:45 PM (Reading of the Minutes)

*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

Minutes Acceptance: Minutes of Feb 21, 2023 7:45 PM (Reading of the Minutes)

| | |
|---|---|
| **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 COMMITEE** |

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

| | |
|---|---|
| **RESULT:** | **ASSIGNED TO COMMITEE** |

## *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

Minutes Acceptance: Minutes of Feb 21, 2023 7:45 PM (Reading of the Minutes)

| | |
|---|---|
| **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 Jamaleddine, 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 Jamaleddine, Shawn M. MacMaster, Robb Stewart |

## *B. Information Items*

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

Minutes Acceptance: Minutes of Feb 21, 2023 7:45 PM (Reading of the Minutes)

*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 Jamaleddine, 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 Jamaleddine, 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 Jamaleddine, 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 Jamaleddine, Ward 7 Ryan Williams

*From:* Appropriations & Oversight Committee RECOMMEND PLACE ON FILE

Minutes Acceptance: Minutes of Feb 21, 2023 7:45 PM (Reading of the Minutes)

| | |
|---|---|
| **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 Jamaleddine, 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 Jamaleddine, 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

Minutes Acceptance: Minutes of Feb 21, 2023 7:45 PM (Reading of the Minutes)

| | |
|---|---|
| **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 Jamaleddine, 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 Jamaleddine, 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 Jamaleddine, 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.

Minutes Acceptance: Minutes of Feb 21, 2023 7:45 PM (Reading of the Minutes)

*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 Jamaleddine, 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 Jamaleddine, 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 RECOMMITTED

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.

Minutes Acceptance: Minutes of Feb 21, 2023 7:45 PM (Reading of the Minutes)

| | |
|---|---|
| **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 Jamaleddine, 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 Jamaleddine, Shawn M. MacMaster, Robb Stewart |

# VIII. REPORTS FROM COMMITTEES

# IX. RULE 53 REPORTS

# X. ADJOURNMENT

**Motion:** Adjourn

Minutes Acceptance: Minutes of Feb 21, 2023 7:45 PM (Reading of the Minutes)

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 Jamaleddine, Shawn M. MacMaster, Robb Stewart |

Minutes Acceptance: Minutes of Feb 21, 2023 7:45 PM (Reading of the Minutes)

# CITY OF MELROSE

## CITY COUNCIL

## MINUTES● JANUARY 17, 2023

**Council Chamber, First Floor, Melrose City Hall Regular Meeting** **7:45 PM**
**562 Main Street, Melrose, MA 02176**

# 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 Jamaleddine | 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, Jamaleddine, 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 Feb 21, 2023 7:45 PM (Reading of the Minutes)

| | |
|---|---|
| **RESULT:** | **ACCEPTED [10 TO 0]** |
| **MOVER:** | Jen Grigoraitis, Ward 6 |
| **AYES:** | Eccles, Garipay, Grigoraitis, Jamaleddine, 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 COMMITEE** |
| **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.

Minutes Acceptance: Minutes of Feb 21, 2023 7:45 PM (Reading of the Minutes)

*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, Jamaleddine, 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, Jamaleddine, 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

Minutes Acceptance: Minutes of Feb 21, 2023 7:45 PM (Reading of the Minutes)

| | |
|---|---|
| **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

Minutes Acceptance: Minutes of Feb 21, 2023 7:45 PM (Reading of the Minutes)

| | |
|---|---|
| **RESULT:** | **ASSIGNED TO COMMITTEE** |
| **TO:** | Finance Committee |

### *B. Filings by the Honorable City Council*

## VI. FROM COMMITTEE

### *A. Appropriations*

1. **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, Jamaleddine, Karamcheti, MacMaster, Migliorelli, Stewart, Williams, Cinella |
| **ABSENT:** | John Obremski |

2. **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 Feb 21, 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, Jamaleddine, 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, Jamaleddine, 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

Minutes Acceptance: Minutes of Feb 21, 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, Jamaleddine, 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, Jamaleddine, 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, Jamaleddine, 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

Minutes Acceptance: Minutes of Feb 21, 2023 7:45 PM (Reading of the Minutes)

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

## *D. Orders*

1. **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, Jamaleddine, Karamcheti, MacMaster, Migliorelli, Stewart, Williams, Cinella |
| **ABSENT:** | John Obremski |

2. **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, Jamaleddine, Karamcheti, MacMaster, Migliorelli, Stewart, Williams, Cinella |
| **ABSENT:** | John Obremski |

3. **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.

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*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, Jamaleddine, 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, Jamaleddine, Karamcheti, MacMaster, Migliorelli, Stewart, Williams, Cinella |
| **ABSENT:** | John Obremski |

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# CITY OF MELROSE

## CITY COUNCIL

## MINUTES● JANUARY 3, 2023

**Council Chamber, First Floor, Melrose City HallOrganizational Meeting** **7:30 PM**
**562 Main Street, Melrose, MA 02176**

# 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 Jamaleddine | 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

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

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

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

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# RULES OF ORDER
# MELROSE CITY COUNCIL

Minutes Acceptance: Minutes of Feb 21, 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.

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# 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.

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## 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.

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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.

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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.

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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.

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**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.

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## 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**

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**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.

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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

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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

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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

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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

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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 are 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.

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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

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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.

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## 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

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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

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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.

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# CITY OF MELROSE

## CITY COUNCIL

## MINUTES● JANUARY 3, 2023

**Council Chamber, First Floor, Melrose City Hall Regular Meeting** **7:45 PM**
**562 Main Street, Melrose, MA 02176**

# 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 Jamaleddine | 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 Jamaleddine, John Obremski |

# IV. PUBLIC COMMENT

**Motion:** Public Comment

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

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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 Jamaleddine, 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

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| | |
|---|---|
| **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, Jamaleddine, Karamcheti, MacMaster, Migliorelli, Obremski, Stewart, Williams, Cinella |

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# CITY OF MELROSE

## CITY COUNCIL

## MINUTES● DECEMBER 19, 2022

**Council Chamber, First Floor, Melrose City Hall Regular Meeting** **7:45 PM**
**562 Main Street, Melrose, MA 02176**

# 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 Jamaleddine | 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, Jamaleddine, 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.

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| | |
|---|---|
| **RESULT:** | **ACCEPTED [10 TO 0]** |
| **MOVER:** | Christopher Cinella, President |
| **AYES:** | Eccles, Garipay, Grigoraitis, Jamaleddine, 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, Jamaleddine, 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.

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| | |
|---|---|
| **RESULT:** | **PASSED [10 TO 0]** |
| **MOVER:** | Christopher Cinella, President |
| **AYES:** | Eccles, Garipay, Grigoraitis, Jamaleddine, 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, Jamaleddine, 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

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| | |
|---|---|
| **RESULT:** | **GRANTED [10 TO 0]** |
| **MOVER:** | Ryan Williams, Ward 7 |
| **SECONDER:** | Jen Grigoraitis, Ward 6 |
| **AYES:** | Eccles, Garipay, Grigoraitis, Jamaleddine, 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

Minutes Acceptance: Minutes of Feb 21, 2023 7:45 PM (Reading of the Minutes)

| | |
|---|---|
| **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

Minutes Acceptance: Minutes of Feb 21, 2023 7:45 PM (Reading of the Minutes)

| | |
|---|---|
| **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, Jamaleddine, 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, Jamaleddine, 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

Minutes Acceptance: Minutes of Feb 21, 2023 7:45 PM (Reading of the Minutes)

| | |
|---|---|
| **RESULT:** | **ASSIGNED TO COMMITEE** |
| **TO:** | Protection and License Committee |

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

| | |
|---|---|
| **RESULT:** | **ASSIGNED TO COMMITEE** |
| **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, Jamaleddine, 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 Feb 21, 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, Jamaleddine, 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, Jamaleddine, 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, Jamaleddine, 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.

Minutes Acceptance: Minutes of Feb 21, 2023 7:45 PM (Reading of the Minutes)

| | |
|---|---|
| **RESULT:** | **PASSED [10 TO 0]** |
| **MOVER:** | Jen Grigoraitis, Ward 6 |
| **SECONDER:** | Jack Eccles, At-Large |
| **AYES:** | Eccles, Garipay, Grigoraitis, Jamaleddine, 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, Jamaleddine, 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

Minutes Acceptance: Minutes of Feb 21, 2023 7:45 PM (Reading of the Minutes)

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

Minutes Acceptance: Minutes of Feb 21, 2023 7:45 PM (Reading of the Minutes)

# CITY OF MELROSE

## CITY COUNCIL

## MINUTES● DECEMBER 5, 2022

**Council Chamber, First Floor, Melrose City Hall** **Caucus** **7:30 PM**
**562 Main Street, Melrose, MA 02176**

# 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 Jamaleddine | 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, Jamaleddine, Karamcheti, MacMaster, Migliorelli, Obremski, Stewart, Williams, Cinella |

# III. NOMINATIONS

**Motion:** to open the floor for nominations

Minutes Acceptance: Minutes of Feb 21, 2023 7:45 PM (Reading of the Minutes)

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

Minutes Acceptance: Minutes of Feb 21, 2023 7:45 PM (Reading of the Minutes)

# CITY OF MELROSE

## CITY COUNCIL

## MINUTES● DECEMBER 5, 2022

**Council Chamber, First Floor, Melrose City Hall Regular Meeting** **7:45 PM**
**562 Main Street, Melrose, MA 02176**

# I. CALL TO ORDER

President Cinella offers comment on the recent racist remarks directed at Councilor Jamaleddine 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 Jamaleddine | 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, Jamaleddine, 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 Feb 21, 2023 7:45 PM (Reading of the Minutes)

| | |
|---|---|
| **RESULT:** | **ACCEPTED [UNANIMOUS]** |
| **MOVER:** | Christopher Cinella, President |
| **AYES:** | Eccles, Garipay, Grigoraitis, Jamaleddine, 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, Jamaleddine, 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, Jamaleddine, 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.

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

| | |
|---|---|
| **RESULT:** | **PASSED [UNANIMOUS]** |
| **MOVER:** | Christopher Cinella, President |
| **AYES:** | Eccles, Garipay, Grigoraitis, Jamaleddine, 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, Jamaleddine, 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

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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, Jamaleddine, 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, Jamaleddine, Karamcheti, MacMaster, Migliorelli, Obremski, Williams, Cinella |
| **NAYS:** | Robb Stewart |

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

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| | |
|---|---|
| **RESULT:** | **PASSED [UNANIMOUS]** |
| **MOVER:** | Jen Grigoraitis, Ward 6 |
| **SECONDER:** | Jack Eccles, At-Large |
| **AYES:** | Eccles, Garipay, Grigoraitis, Jamaleddine, 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.

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| | |
|---|---|
| **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 unainmous 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, Jamaleddine, 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, Jamaleddine, Karamcheti, MacMaster, Migliorelli, Obremski, Stewart, Williams, Cinella |

1. **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.

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

Minutes Acceptance: Minutes of Feb 21, 2023 7:45 PM (Reading of the Minutes)

# CITY OF MELROSE

## CITY COUNCIL

## MINUTES● NOVEMBER 21, 2022

**Council Chamber, First Floor, Melrose City Hall Regular Meeting** **7:50 PM**
**562 Main Street, Melrose, MA 02176**

# 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 Jamaleddine | 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, Jamaleddine, 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.

Minutes Acceptance: Minutes of Feb 21, 2023 7:45 PM (Reading of the Minutes)

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, Jamaleddine, 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, Jamaleddine, Karamcheti, MacMaster, Migliorelli, Obremski, Stewart, Williams | |
| **ABSENT:** | Christopher Cinella | |

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

   *Sponsored by:* Health Director Anthony Chui

Minutes Acceptance: Minutes of Feb 21, 2023 7:45 PM (Reading of the Minutes)

| | |
|---|---|
| **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, Jamaleddine, 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 Jamaleddine, 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 Feb 21, 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, Jamaleddine, 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 COMMITEE** |
| **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, Jamaleddine, 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 Feb 21, 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, Jamaleddine, 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, Jamaleddine, 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, Jamaleddine, 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.

Minutes Acceptance: Minutes of Feb 21, 2023 7:45 PM (Reading of the Minutes)

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, Jamaleddine, Karamcheti, MacMaster, Migliorelli, Obremski, Stewart, Williams |
| **ABSENT:** | Christopher Cinella |

Minutes Acceptance: Minutes of Feb 21, 2023 7:45 PM (Reading of the Minutes)

# CITY OF MELROSE

## CITY COUNCIL

## MINUTES● NOVEMBER 14, 2022

**Council Chamber, First Floor, Melrose City Hall Regular Meeting** **7:45 PM**
**562 Main Street, Melrose, MA 02176**

# 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 Jamaleddine | 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, Jamaleddine, Karamcheti, MacMaster, Migliorelli, Obremski, Stewart, Williams, Cinella |

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

Minutes Acceptance: Minutes of Feb 21, 2023 7:45 PM (Reading of the Minutes)

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

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

| | |
|---|---|
| **RESULT:** | **ACCEPTED [UNANIMOUS]** |
| **AYES:** | Eccles, Garipay, Grigoraitis, Jamaleddine, 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, Jamaleddine, 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.

Minutes Acceptance: Minutes of Feb 21, 2023 7:45 PM (Reading of the Minutes)

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 Willams, - motion carried.

| | |
|---|---|
| **RESULT:** | **PASSED [UNANIMOUS]** |
| **MOVER:** | Ryan Williams, Ward 7 |
| **AYES:** | Eccles, Garipay, Grigoraitis, Jamaleddine, 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

Minutes Acceptance: Minutes of Feb 21, 2023 7:45 PM (Reading of the Minutes)

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

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

Minutes Acceptance: Minutes of Feb 21, 2023 7:45 PM (Reading of the Minutes)

| | |
|---|---|
| **RESULT:** | **PASSED [UNANIMOUS]** |
| **MOVER:** | Jen Grigoraitis, Ward 6 |
| **SECONDER:** | Jack Eccles, At-Large |
| **AYES:** | Eccles, Garipay, Grigoraitis, Jamaleddine, 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

Minutes Acceptance: Minutes of Feb 21, 2023 7:45 PM (Reading of the Minutes)

| | |
|---|---|
| **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 Jamaleddine, 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 Jamaleddine, Ward 7 Ryan Williams

Minutes Acceptance: Minutes of Feb 21, 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, Jamaleddine, 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** |

# 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 Feb 21, 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, Jamaleddine, 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, Jamaleddine, 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, Jamaleddine, 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

Minutes Acceptance: Minutes of Feb 21, 2023 7:45 PM (Reading of the Minutes)

| | |
|---|---|
| **RESULT:** | **PASSED [UNANIMOUS]** |
| **MOVER:** | Jen Grigoraitis, Ward 6 |
| **SECONDER:** | Mark Garipay, Ward 4 |
| **AYES:** | Eccles, Garipay, Grigoraitis, Jamaleddine, 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, Jamaleddine, 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

Minutes Acceptance: Minutes of Feb 21, 2023 7:45 PM (Reading of the Minutes)

| | |
|---|---|
| **RESULT:** | **PASSED [UNANIMOUS]** |
| **MOVER:** | Jen Grigoraitis, Ward 6 |
| **SECONDER:** | Leila Migliorelli, At-Large |
| **AYES:** | Eccles, Garipay, Grigoraitis, Jamaleddine, 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, Jamaleddine, 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.

Minutes Acceptance: Minutes of Feb 21, 2023 7:45 PM (Reading of the Minutes)

Meeting adjourned at 8:35 p.m.

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

Minutes Acceptance: Minutes of Feb 21, 2023 7:45 PM (Reading of the Minutes)

# CITY OF MELROSE

## CITY COUNCIL

## BULLETIN● OCTOBER 3, 2022

**Council Chamber, First Floor, Melrose City Hall Regular Meeting** **7:45 PM**
**562 Main Street, Melrose, MA 02176**

| Attendee Name | Title | Status | Arrived |
|---|---|---|---|
| Jack Eccles | At-Large | Present | |
| Mark Garipay | Ward 4 | Present | |
| Jen Grigoraitis | Ward 6 | Present | |
| Maya Jamaleddine | 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**

Minutes Acceptance: Minutes of Feb 21, 2023 7:45 PM (Reading of the Minutes)

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 Feb 21, 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 Feb 21, 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** **7:00 PM**
**562 Main Street, Melrose, MA 02176**

| Attendee Name | Title | Status | Arrived |
|---|---|---|---|
| Jack Eccles | At-Large | Present | |
| Mark Garipay | Ward 4 | Present | |
| Jen Grigoraitis | Ward 6 | Present | |
| Maya Jamaleddine | 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 Feb 21, 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** **8:20 PM**
**562 Main Street, Melrose, MA 02176**

| Attendee Name | Title | Status | Arrived |
|---|---|---|---|
| Jack Eccles | At-Large | Absent | |
| Mark Garipay | Ward 4 | Present | |
| Jen Grigoraitis | Ward 6 | Present | |
| Maya Jamaleddine | 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 Feb 21, 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 Feb 21, 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 Feb 21, 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 Feb 21, 2023 7:45 PM (Reading of the Minutes)

# CITY OF MELROSE

## CITY COUNCIL

## BULLETIN● OCTOBER 27, 2022

**Council Chamber, First Floor, Melrose City Hall 562 Main Street, Melrose, MA 02176** **Special Meeting** **7:03 PM**

| Attendee Name | Title | Status | Arrived |
|---|---|---|---|
| Jack Eccles | At-Large | Present | |
| Mark Garipay | Ward 4 | Present | |
| Jen Grigoraitis | Ward 6 | Present | |
| Maya Jamaleddine | 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**

Minutes Acceptance: Minutes of Feb 21, 2023 7:45 PM (Reading of the Minutes)

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 Feb 21, 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*

**KARYN E. POLITO**
*Lt. Governor*

**TERRENCE M. REIDY**
*Secretary*

**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 Feb 21, 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<br>**(and d/b/a):** Melrose Police Department | **COMMONWEALTH DEPARTMENT NAME:** State 911 Department<br>**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.<br>**(Note: The Address ID must be set up for EFT payments.)** | **MMARS Doc ID(s):** CT EPS SUPG<br>**RFR/Procurement or Other ID Number:** FY23 SUPG |

**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: _____, 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): X 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.)
- X **Maximum Obligation Contract.** Enter total maximum obligation for total duration of this contract (or *new* total if Contract is being amended). $ 90,505.00.

**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: X 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:

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, 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:**<br>X: _____. Date: 10/14/2022<br>(Signature and Date Must Be Handwritten at Time of Signature)<br>**Print Name:** Michael L. Lyle<br>**Print Title:** Chief of Police, City of Melrose | **AUTHORIZING SIGNATURE FOR THE COMMONWEALTH:**<br>X: _____. Date: 11/2/22<br>(Signature and Date Must Be Handwritten at Time of Signature)<br>**Print Name:** Frank Pozniak<br>**Print Title:** Executive Director |

(Updated 6/30/20)

Minutes Acceptance: Minutes of Feb 21, 2023 7:45 PM (Reading of the Minutes)

FY 2023

## Appendix A - Personnel Costs
## (List Certified Enhanced 911Telecommunicators)

All Cert's ✓ CR

**NAME OF PSAP:** Melrose Police Department

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

| Last Name | First Name | Hourly Pay Rate | Overtime Pay Rate |
|---|---|---|---|
| ALLEY | RONALD | 37.1640 | 55.7460 |
| BALDWIN | ASHLEY | 29.1404 | 43.7107 |
| BARRANCO | ALEXANDER | 38.8187 | 58.2280 |
| CONNORS | RICHARD | 32.7774 | 49.1661 |
| COONEY | RICHARD | 44.5349 | 66.8024 |
| DIFRANZA | LEVI | 36.0552 | 54.0828 |
| GALVIN | STEPHEN | 34.0474 | 51.0711 |
| GOODHUE | DANIEL | 32.0191 | 48.0287 |
| GRANT | THOMAS | 30.1001 | 45.1502 |
| GREEN | RICHARD | 36.0552 | 54.0827 |
| HANLEY | DANIEL | 33.7854 | 50.6781 |
| KAESTNER | LUCAS | 34.9685 | 52.4528 |
| MALONEY | MICHAEL | 31.0550 | 46.5824 |
| | | | |
| PARSONS | DALE | 38.8187 | 58.2280 |
| PLUMER | MICHAEL | 32.7774 | 49.1661 |
| RIORDAN | DANIEL | 37.2659 | 55.8989 |
| RUBY | ANDREW | 36.1202 | 54.1802 |
| SASSO | PAUL | 38.8187 | 58.2280 |
| STAMEGNA | JOSEPH | 32.0191 | 48.0287 |
| WILSON | ALEXANDER | 36.4256 | 54.6383 |

*Please use additional pages if needed.

Minutes Acceptance: Minutes of Feb 21, 2023 7:45 PM (Reading of the Minutes)

# FY 2023 SUPPORT AND INCENTIVE GRANT

RECEIVED
OCT 21 2022
State 911 Department
Middleborough, MA

*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 Feb 21, 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 Feb 21, 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**

Minutes Acceptance: Minutes of Feb 21, 2023 7:45 PM (Reading of the Minutes)

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

REORDER FORM # LORM8-1 FROM WEHOF FORMS 800-221-1239 www.formspro.net

Minutes Acceptance: Minutes of Feb 21, 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.**

**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.

Minutes Acceptance: Minutes of Feb 21, 2023 7:45 PM (Reading of the Minutes)

**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**

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

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

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.<br>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 | 2 | 3410.00 | 6820.00 |
| GETAC : Getac 11-16V, 22-32V DC<br>GETAC : Getac 11-16V, 22-32V DC Vehicle adapter / Charger (120W for Docking Station) | 2 | 120.00 | 240.00 |
| Havis Charge Guard- Vehicle Time | 2 | 110.00 | 220.00 |
| GETAC : F110G5 & G6 - Havis, DS-<br>GETAC : F110G5 & G6 - Havis, DS-GTC-221-3, Vehicle Dock, with Tri Pass-through (ex. vehicle adapter) | 2 | 845.00 | 1690.00 |
| Tablet and Keyboard Mount with T<br>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 | 2 | 770.00 | 1540.00 |

(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
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Sold To: Mike Lyle
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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).

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

This quote is valid for 30 days

T h a n k
Y o u

Minutes Acceptance: Minutes of Feb 21, 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/homesec/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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D

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

# PSE-01 SERVICE AGREEMENT

MOTOROLA SOLUTIONS
PLATINUM CHANNEL PARTNER

SIC CODE _____

DATE: 6/20/2022

CUSTOMER/AGREEMENT ORDER #: _____

CUSTOMER: Melrose Police Department

CUSTOMER #: _____

ATTN: Chief Michael Lyle

BILL TO TAG #: _____ EQUIP AT TAG #: _____ (CIRCLE ONE)

BILLING ADDRESS: 56 West Foster Street

CITY: Melrose STATE: MA ZIP: 02176

DIVISION: Woburn

CUSTOMER CONTACT: Chief Mike Lyle
mlyle@cityofmelrose.org

CONTRACT START DATE: 7/1/2022 Auto Renewal YES XX NO EXPIRATION DATE: 6/30/2023

CUSTOMER PHONE #: 781-979-4461

$3456.00

| QTY | MODEL NUMBER/SERIAL NUMBER/DESCRIPTION | PLACE OF SERVICE: CUSTOMER LOCATION | SVC CTR DRIVE-IN | SVC CTR MAIL-IN | MONTHLY SVC AMOUNT: 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 SNV12 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 Consolette | 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 |

| | |
|---|---|
| TOTAL PER MONTH | $ 288.- ~~$634.95~~ |
| TAXES | $ 3,456.- |
| Annual Total | $ ~~7,619.40~~ |

THE ABOVE SERVICE AMOUNT IS SUBJECT TO STATE & LOCAL TAXING JURISDICTIONS, TO BE VERIFIED BY MOTOROLA.

PAYMENT CYCLE:
[X] ANNUALLY
[ ] SEMI-ANNUALLY
[ ] QUARTERLY

TAX EXEMPT:
[X] YES, ATTACH CERTF.
[ ] NO

**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:

X Michael L Lyle
Michael L. 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

Minutes Acceptance: Minutes of Feb 21, 2023 7:45 PM (Reading of the Minutes)

## 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 that 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 base on your past year approvals.

Minutes Acceptance: Minutes of Feb 21, 2023 7:45 PM (Reading of the Minutes)

## 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

MOTOROLA SOLUTIONS

# 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<br>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)
- T5589 (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).



Minutes Acceptance: Minutes of Feb 21, 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<br>800/900 **<br>VHF ** |
| Analog Conventional | ** | ** | UHF - Q1, 2010<br>800/900 **<br>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



Minutes Acceptance: Minutes of Feb 21, 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 | XTL2500 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 I PORTABLE | 687 |
| H66KDD9PW5_N | VHF (136-174) | 1-5 Watt | XTS 1500 MODEL 1.5 PORTABLE | 687 |
| H66QDC9PW5_N | UHFR1 (380-470) | 1-5 Watt | XTS 1500 MODEL I PORTABLE | 687 |
| H66QDD9PW5_N | UHFR1 (380-470) | 1-5 Watt | XTS 1500 MODEL 1.5 PORTABLE | 687 |
| H66SDC9PW5_N | UHFR2 (450-520) | 1-5 Watt | XTS 1500 MODEL I PORTABLE | 687 |
| H66SDD9PW5_N | UHFR2 (450-520) | 1-5 Watt | XTS 1500 MODEL 1.5 PORTABLE | 687 |
| H66UCC9PW5_N | 7/8 (764-870) | 1-3 Watt | XTS 1500 MODEL I 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



Minutes Acceptance: Minutes of Feb 21, 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: | CBJCHBCAABAAi5DjVuZZpg3kDrcvSFGkK4X1U5FwNbm7 |

## "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

Adobe Acrobat Sign

# 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**

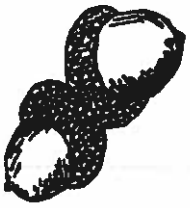
***REMINDER: Disposal of Equipment Purchased with Grant Funding: Grantees may replace and/or dispose of equipment purchased with funds under the State 911 Department grant programs only if such equipment has reached the end of its useful life, in accordance with the manufacturer's warranty or industry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

Minutes Acceptance: Minutes of Feb 21, 2023 7:45 PM (Reading of the Minutes)

Not Paid 8039

**Acorn Recording Solutions, Inc**
7 Keezer Lane
Newton, NH 03858



# INVOICE

Date: July 1, 2022

| Bill To: |
|---|
| Melrose Police Department<br>56 W. Foster Street<br>Melrose, MA 02176 |

| 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 |
| | | | | |
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| | | | | |
| | | | | |
| | | **NOTE: New address.** | | |
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| | | | | |
| | | | | |
| | | *Thank you* | | |

| | |
|---|---|
| **Subtotal** | $ 1,750.00 |
| **Tax** | |
| **S/H** | |
| **Misc** | |
| **Bal Due** | $ 1,750.00 |

Credit card payment accepted with a 5% surcharge.

Minutes Acceptance: Minutes of Feb 21, 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 Feb 21, 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 |

Minutes Acceptance: Minutes of Feb 21, 2023 7:45 PM (Reading of the Minutes)

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: 10/05/2022

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 Feb 21, 2023 7:45 PM (Reading of the Minutes)

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 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 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.

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 Feb 21, 2023 7:45 PM (Reading of the Minutes)

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 _____

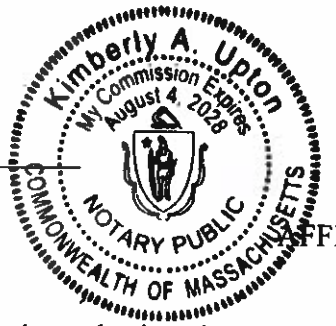
Signature as it will appear on contract or other document (**Complete only in presence of notary**):

**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

Minutes Acceptance: Minutes of Feb 21, 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*

**KARYN E. POLITO**
*Lt. Governor*

**TERRENCE M. REIDY**
*Secretary*

**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 Feb 21, 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<br>**(and d/b/a):** Melrose Police Department | **COMMONWEALTH DEPARTMENT NAME:** State 911 Department<br>**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 .<br>**(Note: The Address ID must be set up for EFT payments.)** | **MMARS Doc ID(s):** CT EPS GRNT<br>**RFR/Procurement or Other ID Number:** FY23 GRNT |

**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: _____, 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): X 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.)

X **Maximum Obligation Contract.** Enter total maximum obligation for total duration of this contract (or *new* total if Contract is being amended). $ 84,671.26

**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: X 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:

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, 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: 10/19/2022

(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: _____. Date: 10/27/22

(Signature and Date Must Be Handwritten at Time of Signature)

Print Name: Frank Pozniak

Print Title: Executive Director

(Updated 6/30/20)

Minutes Acceptance: Minutes of Feb 21, 2023 7:45 PM (Reading of the Minutes)

# FY 2023 Training Grant Personnel Costs Worksheet

## 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 WRITE IN THIS SPACE | | | | | |
| 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 |

Minutes Acceptance: Minutes of Feb 21, 2023 7:45 PM (Reading of the Minutes)

# FY 2023 Training Grant Personnel Costs Worksheet
## CERTIFIED PERSONNEL cont.

All Cert

**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 |
|---|---|---|---|---|---|---|---|
| Norton | Paul | 87.7521 | 16 | | 16 | $ 1,404.03 | $ 700.00 |
| Parsons | Dale | 58.2280 | 16 | | 16 | $ 931.65 | $ 700.00 |
| Piasecki | John | 75.1770 | 16 | | 16 | $ 1,202.83 | $ 700.00 |
| Plumer | Michael | 49.1661 | 16 | | 16 | $ 786.66 | $ 700.00 |
| Riordan | Daniel | 55.8989 | 16 | | 16 | $ 894.38 | $ 700.00 |
| Ruby | Andrew | 54.1802 | 16 | | 16 | $ 866.88 | $ 700.00 |
| Sasso | Paul | 58.2281 | 16 | | 16 | $ 931.65 | $ 700.00 |
| Stamegna | Joseph | 48.0287 | 16 | | 16 | $ 768.46 | $ 700.00 |
| Trainor | Brian | 51.2407 | 16 | | 16 | $ 819.85 | $ 700.00 |
| Wilson | Alexander | 54.6383 | 16 | | 16 | $ 874.21 | $ 700.00 |
| | | $ - | 16 | | 16 | $ - | |
| | | $ - | 16 | | 16 | $ - | |
| | | $ - | 16 | | 16 | $ - |

Pg 3 of 3

# FY 2021 Training Grant Personnel Costs Worksheet

## NEW PERSONNEL

### In the Process of Obtaining Certificaiton

**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 Amou |
|---|---|---|---|---|---|---|---|---|---|---|
| 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 | $ - |
| | | $ - | | | | | | | 0 | $ - |
| | | $ - | | | | | | | 0 | $ - |
| | | $ - | | | | | | | 0 | $ - |
| | | $ - | | | | | | | 0 | $ - |
| | | $ - | | | | | | | 0 | $ - |
| | | $ - | | | | | | | 0 | $ - |
| | | $ - | | | | | | | 0 | $ - |
| | | $ - | | | | | | | 0 | $ - |
| | | $ - | | | | | | | 0 | $ - |
| | | $ - | | | | | | | 0 | $ - |
| | | $ - | | | | | | | 0 | $ - |
| | | $ - | | | | | | | 0 | $ - |
| | | $ - | | | | | | | 0 | $ - |
| | | $ - | | | | | | | 0 | $ - |
| | | $ - | | | | | | | 0 | $ - |
| | | $ - | | | | | | | 0 | $ - |
| | | | | | | Total Salary for New Hires | | | | $ 13,098. |

| Vendor Fees - New Hires | Course Amount | # Taking Course | Total | | | | | |
|---|---|---|---|---|---|---|---|---|
| EMD New Certification | | | $ - | | | | | |
| CPR New Certification | | | $ - | | | | Total Vendor Fees | $ - |
| PST1 (VENDOR ONLY) | | | $ - | | | | | |

Minutes Acceptance: Minutes of Feb 21, 2023 7:45 PM (Reading of the Minutes)

# FY 2023 TRAINING GRANT

RECEIVED
OCT 21 2022
State 911 Department
Middleborough, MA

| | | |
|---|---|---|
| 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 (12) ~~$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 Feb 21, 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**

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# 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: 10/15/2022

**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 Feb 21, 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 Feb 21, 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

Kimberly A. Upton My Commission Expires August 4, 2028 NOTARY PUBLIC COMMONWEALTH OF MASSACHUSETTS

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 Feb 21, 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,

Paula Heagney

Paula Heagney,
*President*

Minutes Acceptance: Minutes of Feb 21, 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*

**KARYN E. POLITO**
*Lt. Governor*

**TERRENCE M. REIDY**
*Secretary*

**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 Feb 21, 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.macomptroller.org/forms. Forms are also posted at OSD Forms: https://www.mass.gov/lists/osd-forms.

| | |
|---|---|
| **CONTRACTOR LEGAL NAME:** City of Melrose<br>**(and d/b/a):** Melrose Police Department | **COMMONWEALTH DEPARTMENT NAME:** State 911 Department<br>**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.<br>**(Note: The Address ID must be set up for EFT payments.)** | **MMARS Doc ID(s):** CT EPS EMDG<br>**RFR/Procurement or Other ID Number:** FY23 EMDG |

**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: _____, 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): X 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.)
X **Maximum Obligation Contract.** Enter total maximum obligation for total duration of this contract (or *new* total if Contract is being amended). $ 18,000.00

**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: X 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 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:
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, 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: 10/5/2022
(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: _____ Date: 10/20/22
(Signature and Date Must Be Handwritten At Time of Signature)
Print Name: Frank Pozniak
Print Title: Executive Director

(Updated 6/30/20)

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# FY 2023 Emergency Medical Dispatch Grant

RECE
OCT 14
State 911 De
Middleboro

| | |
|---|---|
| **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 Grant Contract Manager** | Kim Upton / Office Manager |
| **Telephone Number** | 781.979.4457 |
| **Email Address** | kupton@cityofmelrose.org |

**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*

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# 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.<br>(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).<br>(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.<br>Attach signed contract for Medical Director or Third-party vendor conducting EMD case review for this category.<br>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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CATALDO AMBULANCE SERVICE, INC. *Always a Leader* Atlantic AMBULANCE SERVICE A Division of Cataldo Ambulance Service, Inc.

# 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

TO 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 |

| Quantity | DESCRIPTION | UNIT PRICE | LINE TOTAL |
|---|---|---|---|
| 1 | EMD Services in Compliance with 560 CMR 5.00 | 18,000.00 | 18,000.0 |
| | FY 2023 (7/1/2022 to 6/30/2023) | | |

Payment Pending Grant Approval

| | | |
|---|---|---|
| SUBTOTAL | $ | 18,000.00 |
| TOTAL | $ | 18,000.00 |

Make all checks payable to Cataldo Ambulance Service, Inc.
**THANK YOU FOR YOUR BUSINESS!**

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**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 renumeration, 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.

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| The City of Melrose | Cataldo Ambulance Service of Massachusetts, Inc. |
|---|---|
| By: _____ Signature | By: _____ Signature |
| _____ Printed | _____ Printed |
| _____ Title | _____ Title |
| 10 / 5 / 2022 Date | 6/15/2022 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
Commonwealth of
Massachusetts
My Commission Expires
September 9, 2027

_____
Notary Public Signature
My MA Commission expires on: 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

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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**): 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

Kimberly A. Upton
My Commission Expires August 4, 2028
NOTARY PUBLIC
COMMONWEALTH OF MASSACHUSETTS

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

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CITY OF MELROSE

OFFICE OF THE MAYOR

PAUL BRODEUR
*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.

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# 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

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## 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****

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# Emily Anderson, P.E.

106 E Foster Street
Melrose, MA 02176
[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

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# Emily Anderson, P.E.

106 E Foster Stre
Melrose, MA 021[illegible]

## 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

Minutes Acceptance: Minutes of Feb 21, 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
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 Feb 21, 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
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.

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## 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, anc the individual lives of all ages. I have worked in the public policy arena advocating at both the state and local levels in Massachusett and Rhode Island. I was the lead government affairs executive on Verizon's negotiating team working with over 100 municipalities anc 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 leadersh 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 suc 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.


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Key Competencies: Government relations/lobbying | Media relation | 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 tha 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

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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.

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## Education

### Babson F.W. Olin Graduate School of Business

Master of Business Administration - MBA

### Northeastern University

Business Administration and Management, General

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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 Feb 21, 2023 7:45 PM (Reading of the Minutes)

nationalgrid

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 Feb 21, 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 Feb 21, 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 on .....20....., 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 Feb 21, 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.

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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 on .....20....., 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 Feb 21, 2023 7:45 PM (Reading of the Minutes)

# Abutter's List – WR# 30475605

| | Address | Owner's Info | Parcel ID# |
|---|---|---|---|
| 1) | 103 LEBANON ST. | PESCE,JOSEPH R<br>DIANE M PESCE<br>103 LEBANON ST.<br>MELROSE, MA 02176 | E3 0 2B |

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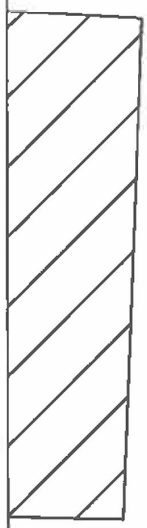
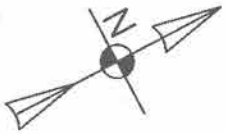
Exhibit A – Not to Scale

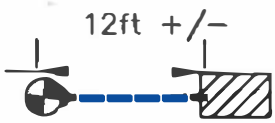
The exact location of said Facilities to be established by and upon the installation and erection of the Facilities thereof.






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**

- 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

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

Minutes Acceptance: Minutes of Feb 21, 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 Feb 21, 2023 7:45 PM (Reading of the Minutes)

# CITY OF MELROSE

**OFFICE OF THE CITY CLERK**

KRISTIN FOOTE
CITY CLERK

City Hall, 562 Main Stree
Melrose, Massachusetts 0217
Telephone - (781) 979-411
Fax - (781) 665-687

Minutes Acceptance: Minutes of Feb 21, 2023 7:45 PM (Reading of the Minutes)

**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

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.

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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 Feb 21, 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

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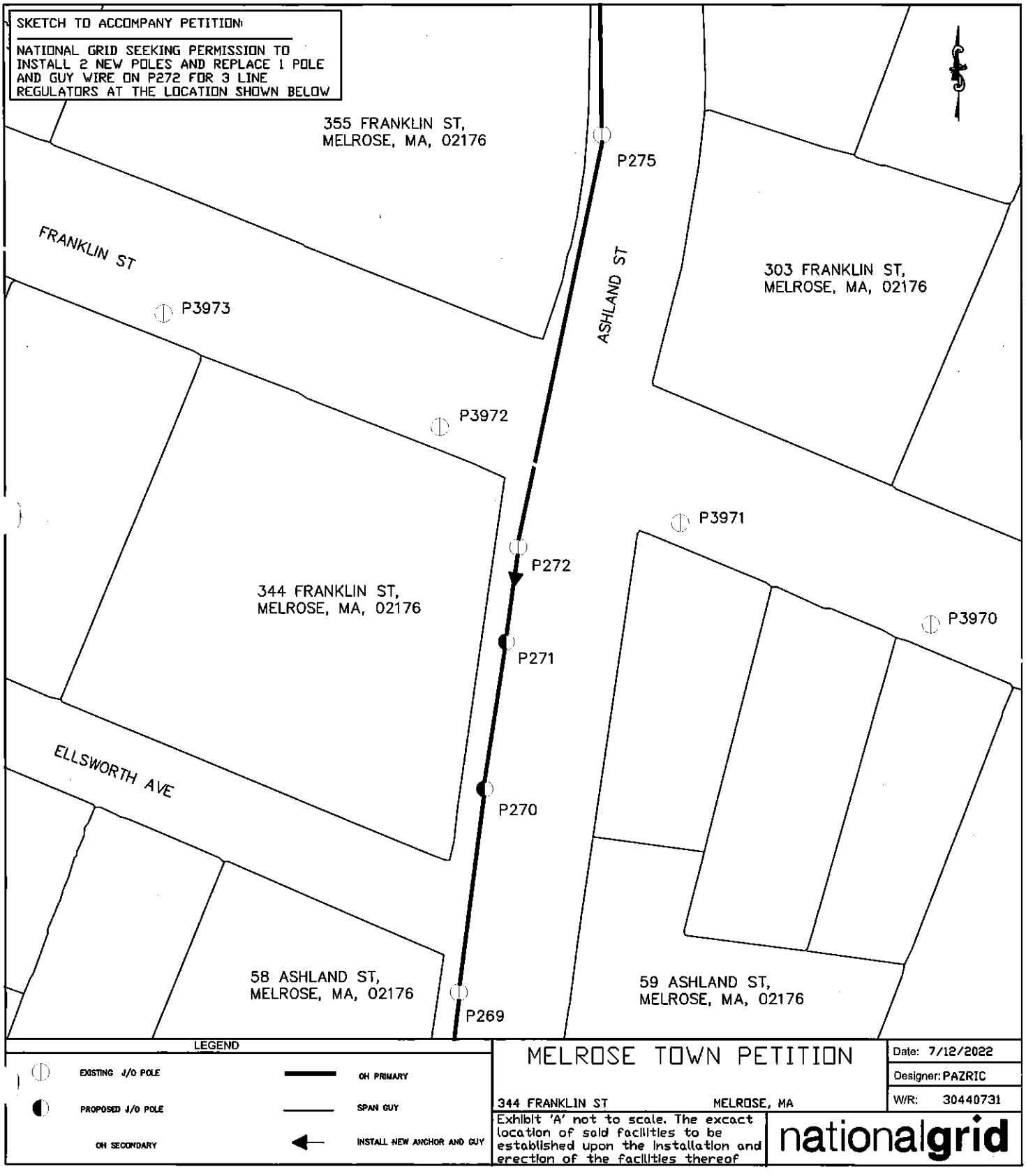


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**DEPARTMENT OF PUBLIC WORKS**
*Administration–Engineering–Water–Sewer–Facilities*
*Parks–Forestry–Highway–Sanitation–Cemetery–Fleet*

# CITY OF MELROSE

**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

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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

Minutes Acceptance: Minutes of Feb 21, 2023 7:45 PM (Reading of the Minutes)

# 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 09/15/2023
Delivery Date 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 |

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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



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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

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# EXHIBIT A
# PROJECT BUDGET
# CITY OF MELROSE
# HERBERT CLARK HOOVER ELEMENTARY SCHOOL AND HORACE MANN ELEMENTARY SCHOOL

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**PROJECT FUNDING AGREEMENT**

# Total Project Budget

**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** |

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# Total Project Budget

**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'sContingency[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: 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: 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: Chair of School Committee

Date: _____

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# Total Project Budget

**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** |

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**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'sContingency[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: 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: 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: Chair of School Committee

Date: _____

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# EXHIBIT B
# PROJECT SCOPE
# CITY OF MELROSE
# HERBERT CLARK HOOVER ELEMENTARY SCHOOL AND HORACE MANN ELEMENTARY SCHOOL

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**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:<br>- Existing conditions analysis (hazardous materials, structural, etc.)<br>- Explanation of proposed solution<br>- 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)<br>- 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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**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. |

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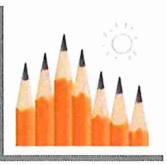

| | | |
|---|---|---|
| ☒ | ☒ | MSBA's Audit Department will review requests for reimbursement in the ProPay system of $50,000 or more. All reimbursement requests which are less than $50,000 will be returned to the district without review. All districts are encouraged to attend ProPay training conducted 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



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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).

Julie R. Kuhnberger

Title: Superintendent of Schools
Date: June 27, 2022

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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 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.

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# 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.



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**Photo 3:** Roof Drain

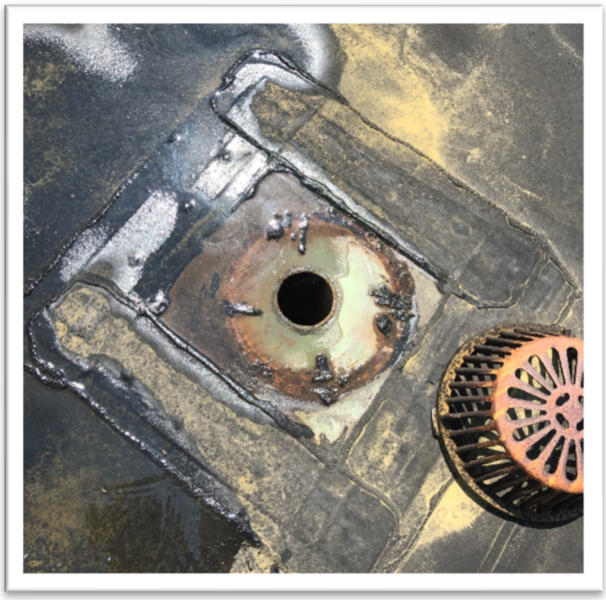

**Photo 4:** Roof Drain

**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.



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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



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- 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.



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**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 ($Btu/hr \cdot ft^2 \cdot °F$) | Minimum R-Value ($°F \cdot ft^2 \cdot hr/Btu$) |
|---|---|---|
| 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.

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### 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 an 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.

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### 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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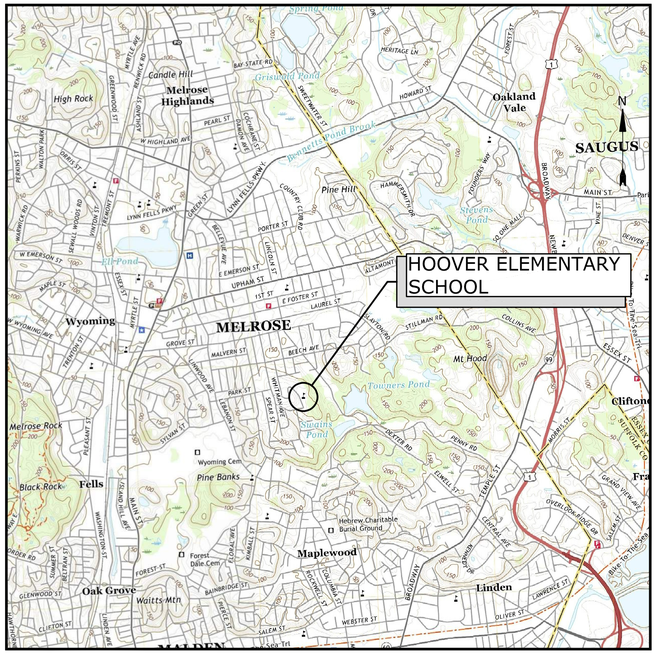
# HOOVER ELEMENTARY SCHOOL
# MSBA ACCELERATED REPAIR PROGRAM
# ROOF REPLACEMENT PROJECT
# MELROSE, MASSACHUSETTS
# JUNE 2022

| 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

PREPARED BY:
Tighe&Bond

**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

**SCHEMATIC DESIGN**
**NOT FOR CONSTRUCTION**
**COMPLETE SET 9 SHEETS**

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Last Saved: 6/24/2022
Plotted On: Jun 24, 2022 - 12:23pm By: AHoda
Tighe & Bond:\\tighebond.com\data\Data\Projects\MM1215\(026) Melrose\Drawings_Figures\AutoCAD\Hoover Elementary School\Sheet\M1215-026-HOOVER - COVER.dwg

**ROOF OVER MAIN BUILDING** (A)
NO SCALE

**ROOF EQUIPMENT ON BALLAST ROOF** (B)
NO SCALE

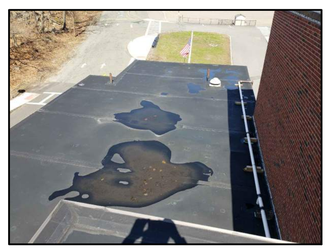
**EXISTING CHIMNEY** (C)
NO SCALE

**ROOF ACCESS HATCH** (D)
NO SCALE

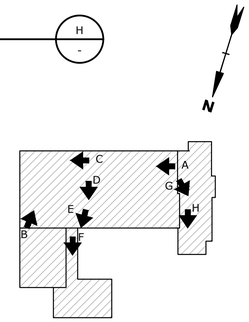
**DRAIN ON LOWER ROOF** (E)
NO SCALE

**ROOF ON LOWER BUILDING** (F)
NO SCALE

**ROOF OVER LOWER BUILDING** (G)
NO SCALE



**ROOF OVER LOWER BUILDING** (H)
NO SCALE




**HOOVER KEYPLAN**
NO SCALE

LEGEND:

A PHOTOGRAPH LOCATION

SCHEMATIC DESIGN
NOT FOR CONSTRUCTION

# Hoover Elementary School Roof Replacement Project

City Of Melrose

Melrose, Massachusetts

| MARK | DATE | DESCRIPTION |
|---|---|---|
| A | 06/20/2022 | SCHEMATIC DESIGN |

| | |
|---|---|
| PROJECT NO: | M1215-026 |
| DATE: | 06/20/2022 |
| FILE: | M1215-026-HOOVER - G-001.dwg |
| DRAWN BY: | AH |
| CHECKED: | MPW |
| APPROVED: | JPV |

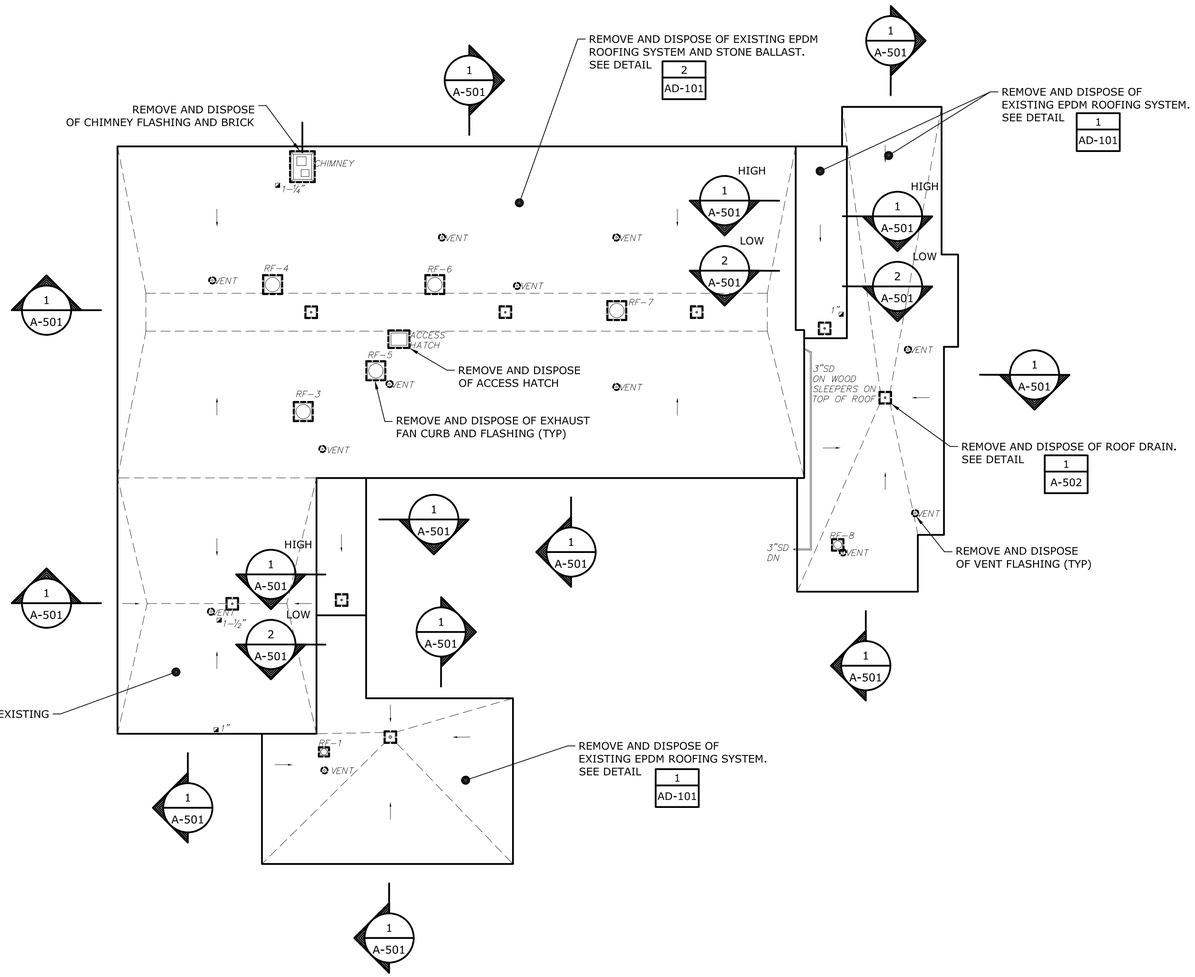
ROOF PHOTOGRAPHS

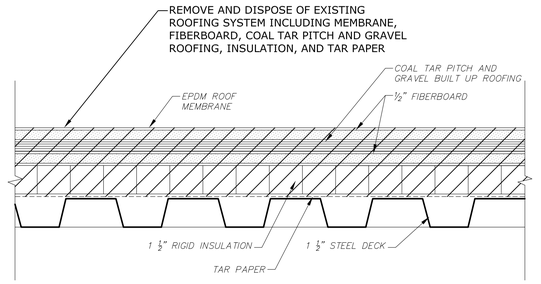
SCALE: AS SHOWN

G-001

Minutes Acceptance: Minutes of Feb 21, 2023 7:45 PM (Reading of the Minutes)

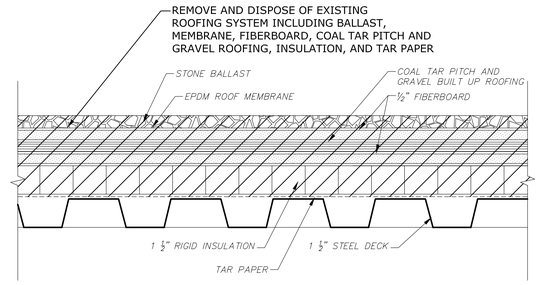
Last Saved: 6/21/2022
Printed: Jun 21, 2022 - 1:48pm By: AHoda
Tighe & Bond: J:\M\M1215\(026) Melrose\Drawings_Figures\AutoCAD\Hoover Elementary School\Sheet\M1215-026-HOOVER - G-001.dwg




**TYPICAL EXISTING UNBALLASTED ROOF SECTION**

**DETAIL** 1
3" = 1'-0" -




**TYPICAL EXISTING BALLASTED ROOF SECTION**

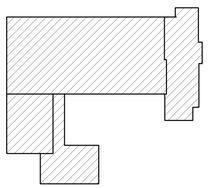
**DETAIL** 2
3" = 1'-0" -

**LEGEND**

- ROOF DRAIN
- EXISTING VENT PIPE PENETRATION
- EXISTING ROOFTOP EXHAUST FAN/DUCT WITH CURB
- EXISTING ROOFTOP EQUIPMENT ON SLEEPERS
- G 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.



**HOOVER KEYPLAN**
NO SCALE

0 8' 16' 32'
SCALE: 1/16"=1'-0"

N

Tighe&Bond

**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 - AD-101.dwg |
| DRAWN BY: | AH |
| CHECKED: | MPW |
| APPROVED: | JPV |

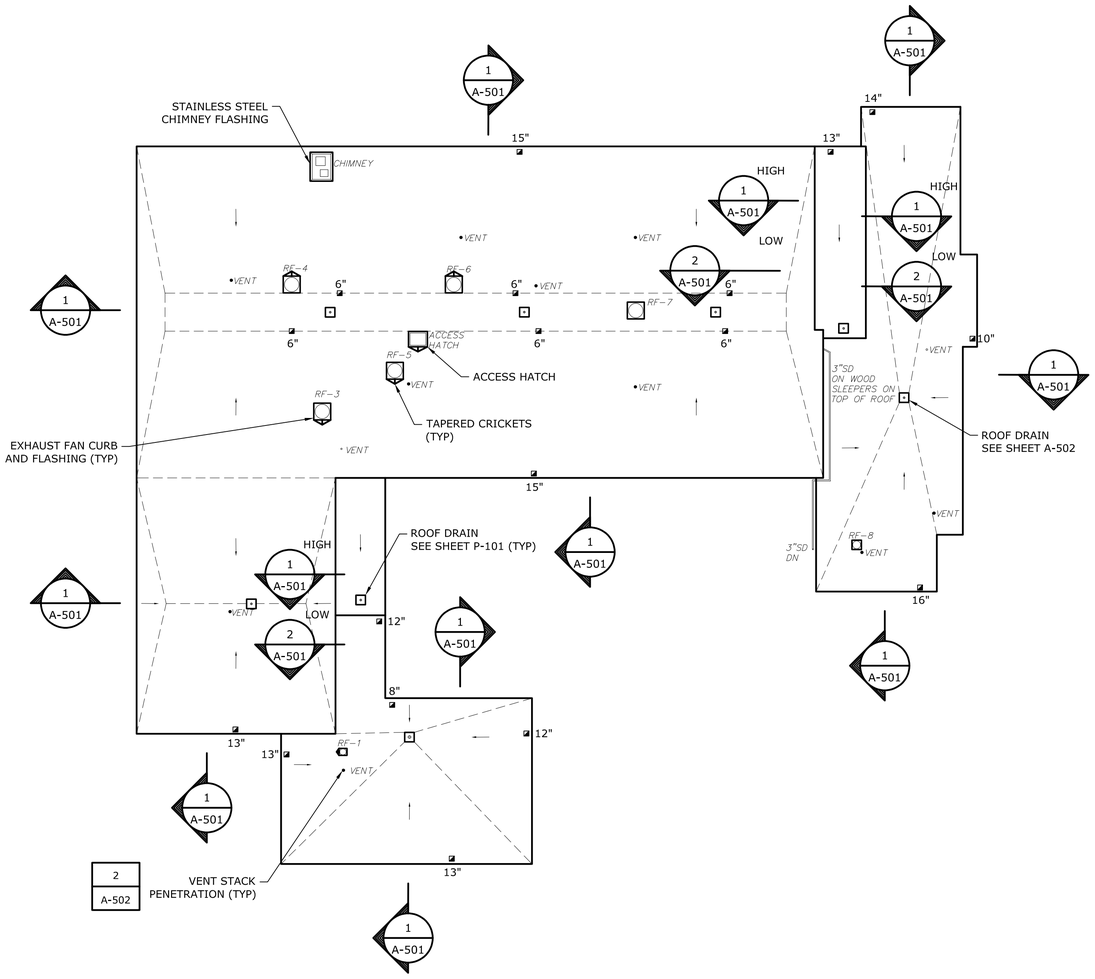
ROOF DEMOLITION PLAN

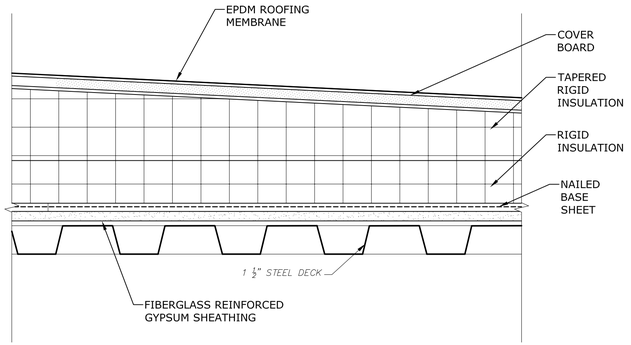
SCALE: 1/16"=1'-0"

AD-101

Minutes Acceptance: Minutes of Feb 21, 2023 7:45 PM (Reading of the Minutes)

Last Saved: 6/24/2022
Plotted: 6/24/2022 - 12:55pm By: AHoda
Tighe & Bond: \\tighebond.com\data\Data\Projects\M\M1215\(026) Melrose\Drawings_Figures\AutoCAD\Hoover Elementary School\Sheet\M1215-026-HOOVER - AD-101.dwg




**TYPICAL PROPOSED ROOF SECTION**

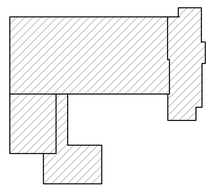
| DETAIL | 1 |
|---|---|
| 3" = 1'-0" | - |

## LEGEND

- ROOF DRAIN
- VENT PIPE PENETRATION
- ROOFTOP EXHAUST FAN/DUCT WITH CURB
- ROOFTOP EQUIPMENT ON SLEEPERS
- — G — GAS PIPE ON PIPE SUPPORT
- GOOSENECK (INTAKE OR EXHAUST)
- EXHAUST CAP OR AIR INTAKE
- APPROXIMATE INSULATION THICKNESS
- ROOF SLOPE LINE
- 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.



**HOOVER KEYPLAN**
NO SCALE

0 8' 16' 32'
SCALE: 1/16"=1'-0"

Tighe&Bond

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| DATE: | 06/20/2022 |
| FILE: | M1215-026-HOOVER - A-101.dwg |
| DRAWN BY: | AH |
| CHECKED: | MPW |
| APPROVED: | FJH, JPV |

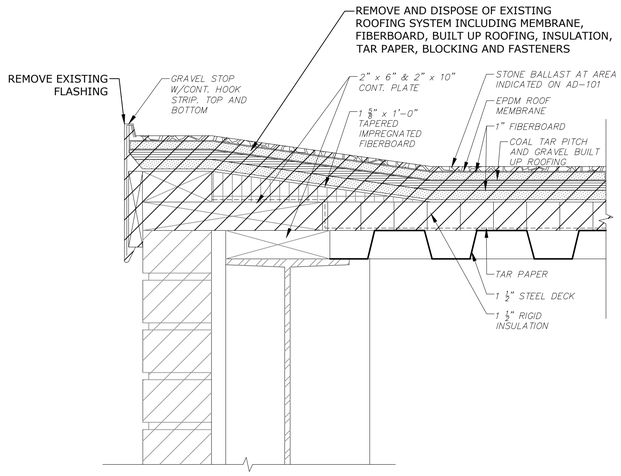
ROOF PLAN

SCALE: AS SHOWN

A-101

Minutes Acceptance: Minutes of Feb 21, 2023 7:45 PM (Reading of the Minutes)

Last Saved: 6/21/2022
Plotted: Jun 21, 2022 - 11:11pm By: AHoda
Tighe & Bond: \\tighebond.com\data\Data\Projects\MM\M1215\(026) Melrose\Drawings_Figures\AutoCAD\Hoover Elementary School\Sheet\M1215-026-HOOVER - A-101.dwg

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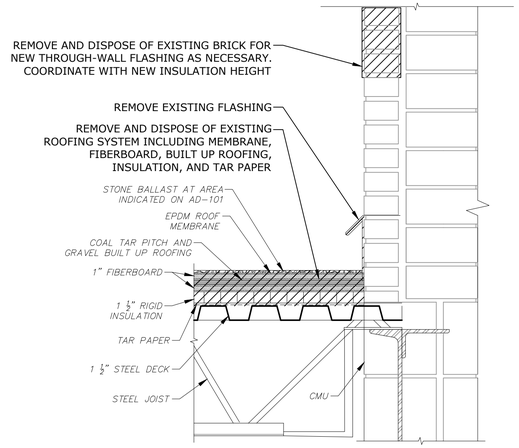


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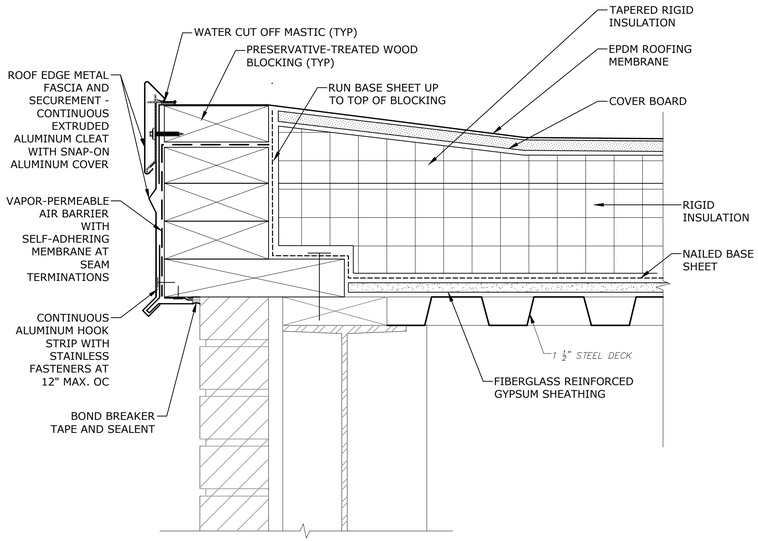
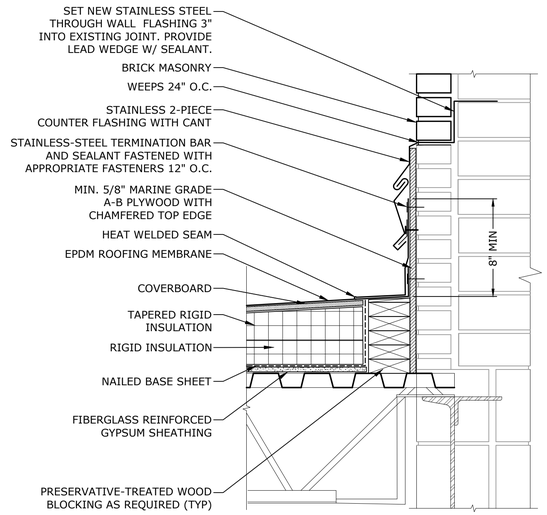



**PROPOSED**

**ROOF EDGE DETAIL** — 1 / -

3"=1'-0"




**PROPOSED**

**ROOF TO WALL DETAIL** — 2 / -

1-1/2" = 1'-0"

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**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-501.dwg |
| DRAWN BY: | AH |
| CHECKED: | MPW |
| APPROVED: | JPV |

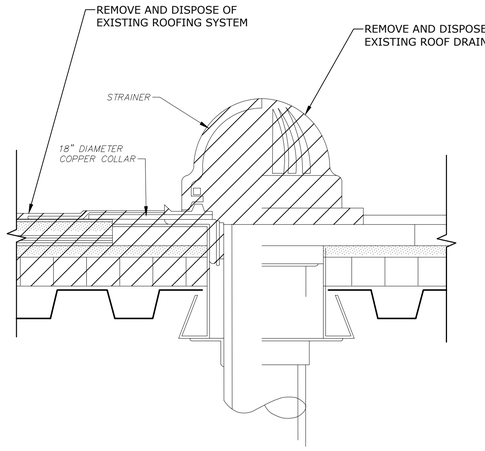
ROOF DETAILS - 1

SCALE: AS SHOWN

A-501

Minutes Acceptance: Minutes of Feb 21, 2023 7:45 PM (Reading of the Minutes)

Last Saved: 6/27/2022
Plotted: Oct 13, 2022 1:39pm By: ABS
Tighe & Bond J:\M\M1215\(026) Melrose\Drawings_Figures\AutoCAD\Hoover Elementary School\Sheet\M1215-026-HOOVER - A-501.dwg

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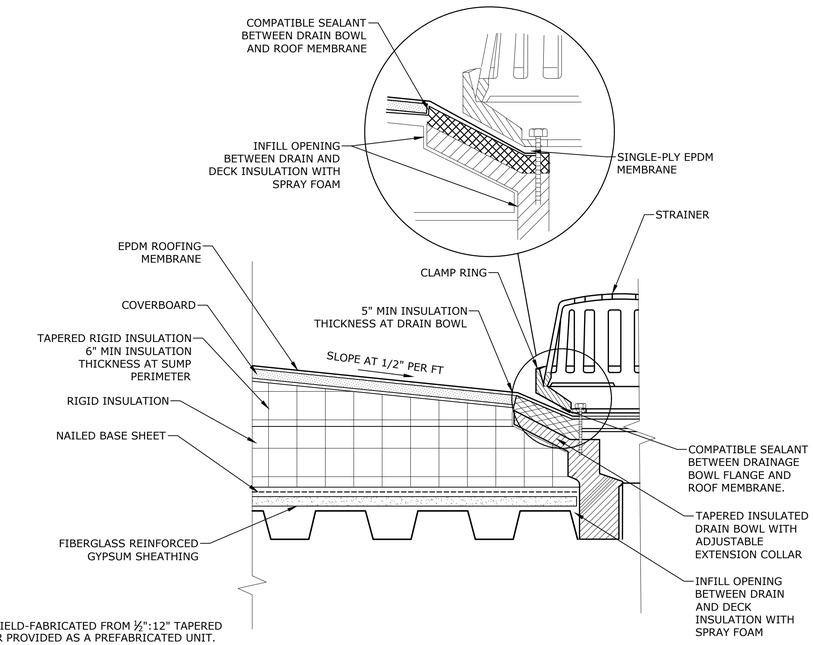
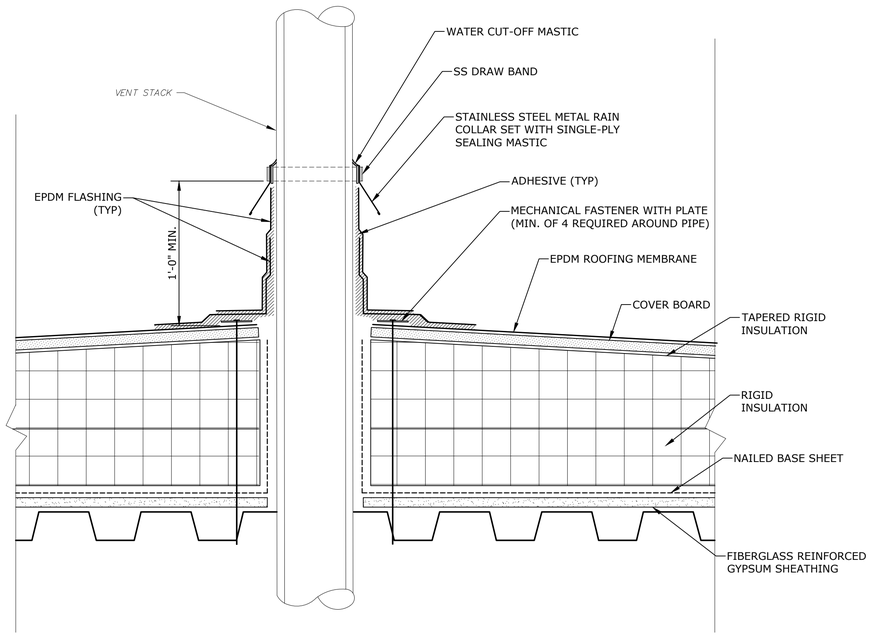



**NOTES**

1. SUMP MAY BE FIELD-FABRICATED FROM ½":12" TAPERED INSULATION OR PROVIDED AS A PREFABRICATED UNIT.

**PROPOSED**

**ROOF DRAIN DETAIL** 1 / -
3"=1'-0"




**VENT STACK DETAIL** 2 / -
3"=1'-0"

Tighe&Bond

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-501.dwg |
| DRAWN BY: | AH |
| CHECKED: | MPW |
| APPROVED: | JPV |

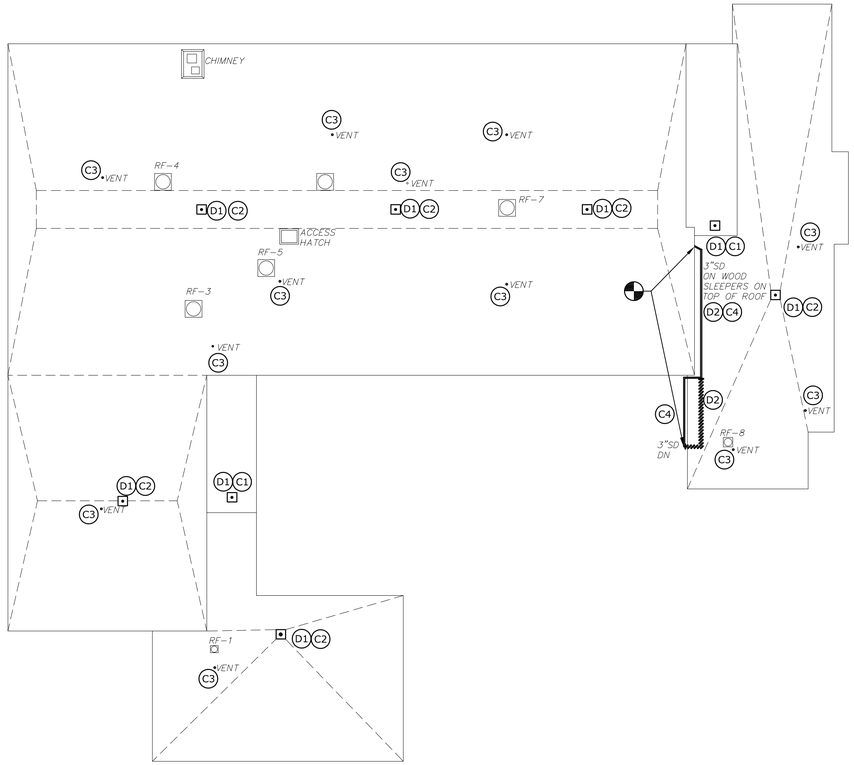
ROOF DETAILS - 2

SCALE: AS SHOWN

A-502

Minutes Acceptance: Minutes of Feb 21, 2023 7:45 PM (Reading of the Minutes)

Last Saved: 6/27/2022
Plotted: Oct 13, 2022 1:43pm By: ABS
Tighe & Bond J:\M\M1215\(026) Melrose\Drawings_Figures\AutoCAD\Hoover Elementary School\Sheet\M1215-026-HOOVER - A-501.dwg




N

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.

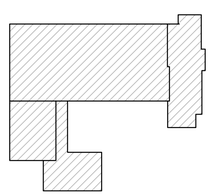
CONSTRUCTION KEY NOTES:

(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-ft$^2$-°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-ft$^2$-°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

0 8' 16' 32'
SCALE: 1/16"=1'-0"

Tighe&Bond

**SCHEMATIC DESIGN**
**NOT FOR CONSTRUCTION**

# Hoover Elementary School Roof Replacement Project

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Melrose, Massachusetts

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|---|---|
| PROJECT NO: | M1215-026 |
| DATE: | 06/20/2022 |
| FILE: | M1215-026-HOOVER - P-101.dwg |
| DRAWN BY: | JM |
| CHECKED: | MPW |
| APPROVED: | FJH, JPV |

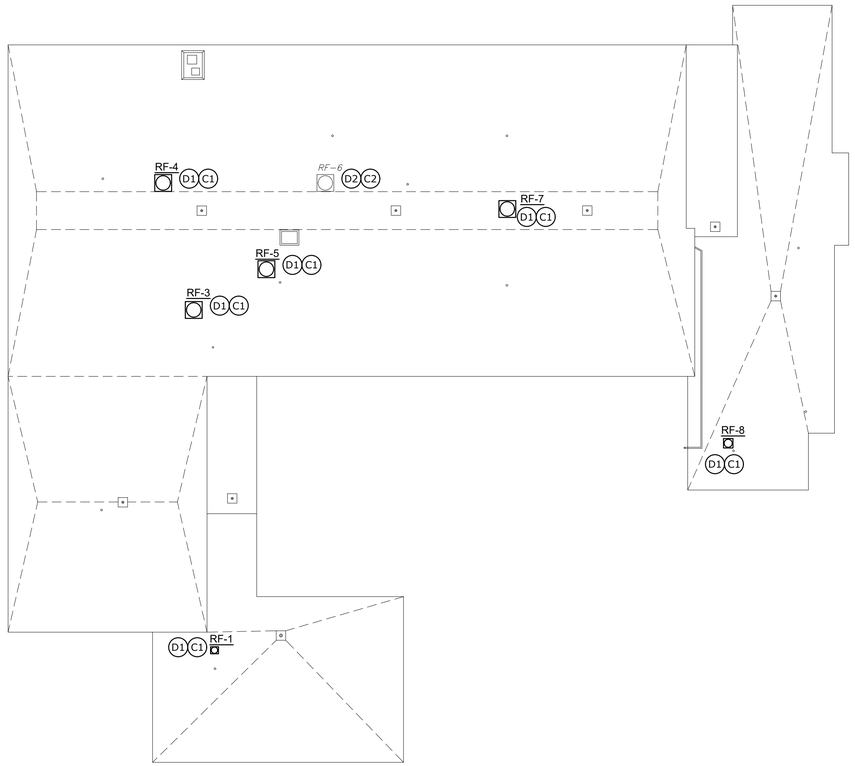
PLUMBING ROOF PLAN

SCALE: AS SHOWN

P-101

Minutes Acceptance: Minutes of Feb 21, 2023 7:45 PM (Reading of the Minutes)

Last Saved: 6/23/2022
Plotted: Jun 23, 2022 - 9:45pm By: AMeda
Tighe & Bond: J:\M\M1215\(026) Melrose\Drawings_Figures\AutoCAD\Hoover Elementary School\Sheet\M1215-026-HOOVER - P-101.dwg




## 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:

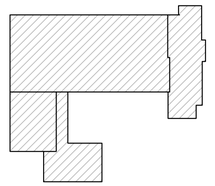
(C1) INSTALL NEW EXHAUST FAN ON CURB, RECONNECT AND SEAL TO EXISTING DUCTWORK. CONNECT FANS TO EXISTING CONTROLS AND BALANCE SYSTEMS TO MATCH SCHEDULED OR EXISTING AIRFLOWS. IF SCHEDULED AND EXISTING AIRFLOWS DIFFER, COORDINATE BALANCING VALUES WITH ENGINEER.

(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.

**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 | ⅓ | 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 | ⅓ | 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 | ⅓ | 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

0 8' 16' 32'
SCALE: 1/16"=1'-0"

Tighe&Bond

**SCHEMATIC DESIGN**
**NOT FOR CONSTRUCTION**

# Hoover Elementary School Roof Replacement Project

City Of Melrose

Melrose, Massachusetts

| MARK | DATE | DESCRIPTION |
|---|---|---|
| A | 06/20/2022 | SCHEMATIC DESIGN |

| | |
|---|---|
| PROJECT NO: | M1215-026 |
| DATE: | 06/20/2022 |
| FILE: | M1215-026-HOOVER - H-101.dwg |
| DRAWN BY: | JM |
| CHECKED: | MPW |
| APPROVED: | FJH, JPV |

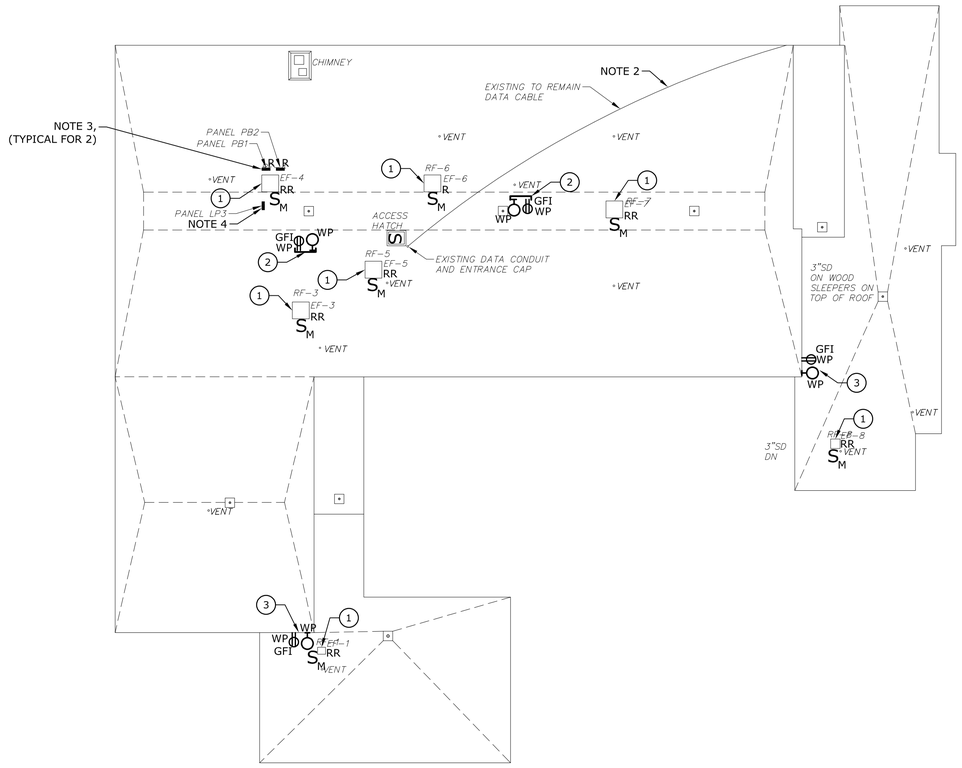
HVAC ROOF PLAN

SCALE: AS SHOWN

H-101

Minutes Acceptance: Minutes of Feb 21, 2023 7:45 PM (Reading of the Minutes)

Last Saved: 6/27/2022
Plotted: Oct 27, 2022 - 1:30pm By: ABS
Tighe & Bond: J:\M\M1215\(026) Melrose\Drawings_Figures\AutoCAD\Hoover Elementary School\Sheet\M1215-026-HOOVER - H-101.dwg




**ELECTRICAL ROOF PLAN**
1/16" = 1'0"

## GENERAL NOTES

1. 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 AND NEW MECHANICAL EQUIPMENT UPON THE RE-INSTALLATION BY HVAC CONTRACTOR. MODIFY AND EXTEND CONDUIT AND WIRE AS REQUIRED.
2. ALL CONDUIT AND CABLE RUNS ACROSS ROOF SHALL BE REMOVED AND REINSTALLED UPON COMPLETION OF ROOF (IF REMOVAL IS NOT ACCEPTABLE SECURE AND MAKE SAFE) 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.
3. PANELBOARDS SHOWN ARE LOCATED ON FIRST FLOOR.
4. PANELBOARD SHOWN ARE LOCATED ON SECOND FLOOR.
5. BOLD TEXT AND LINES INDICATE PROPOSED WORK, LIGHT TEXT AND LINES INDICATE APPROXIMATE EXISTING CONDITIONS.
6. PROVIDE TEMPORARY POWER AND EQUIPMENT AS REQUIRED TO KEEP SYSTEMS OPERATIONAL, SEE 23 09 93 FOR SEQUENCING AND SCHEDULING.
7. THE LOCATIONS OF EXISTING UTILITIES AND EQUIPMENT ARE APPROXIMATE. DETERMINE THE EXACT LOCATION OF EXISTING UTILITIES AND 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 ALL UTILITIES AND STRUCTURES.
8. PREVENT DUST FROM BECOMING A NUISANCE OR HAZARD. CONTROL DUST DURING AND AFTER CONSTRUCTION.

## GENERAL DEMOLITION NOTES

1. DEMOLITION SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR. DISCONNECT AND MAKE SAFE BRANCH CIRCUITS, FEEDERS, AS REQUIRED TO ACCOMPLISH THE NEW WORK AS SHOWN OR REASONABLY IMPLIED. THE CONTRACTOR SHALL REFER TO MECHANICAL DRAWINGS OF THIS SET TO DETERMINE THE EXTENT OF THE DEMOLITION WORK REQUIRED.
2. BRANCH CIRCUITS SERVING EXISTING DEVICES TO REMAIN AND EXISTING DEVICES TO BE REMOVED SHALL BE MAINTAINED AND RECONNECTED AS REQUIRED AFTER REMOVAL OF THE EXISTING DEVICES, AS NECESSARY TO ACCOMMODATE THE ALTERATIONS.
3. COORDINATE WITH THE ENGINEER, GENERAL, AND MECHANICAL CONTRACTORS FOR EXISTING EQUIPMENT TO BE DISCONNECTED AND REINSTALLED.
4. THE CONTRACTOR SHALL REMOVE ALL WIRING/CABLING NO LONGER IN USE FROM EXISTING CONDUITS. CONDUITS NO LONGER IN USE SHALL BE CUT BACK AS REQUIRED AND CAPPED.
5. REFER TO SPECIFICATIONS FOR ADDITIONAL DEMOLITION CRITERIA.
6. CONTRACTOR SHALL ASSUME MATERIALS TO BE DEMOLISHED ARE POSITIVE FOR HAZARDOUS MATERIALS AND DISPOSE OF AS NECESSARY IN ACCORDANCE WITH APPLICABLE REGULATIONS. REFER TO SPECIFICATIONS FOR MORE DETAILS.
7. OWNER RETAINS RIGHT OF FIRST REFUSAL FOR ALL ITEMS TO BE REMOVED OR DEMOLISHED. CONTRACTOR SHALL TAKE REASONABLE CARE TO AVOID DAMAGE TO ITEMS TO BE RETAINED BY OWNER. NO ADDITIONAL CHARGE WILL BE ALLOWED FOR REMOVAL OF SALVAGEABLE ITEMS.
8. PROPERLY DISPOSE OF DEMOLISHED EQUIPMENT IN COMPLIANCE WITH CODES, REGULATIONS, AND DEEP STANDARDS.

## ELECTRICAL KEY NOTES

(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.

## DEMOLITION LEGEND

"RR" EXISTING DEVICE TO BE REMOVED. EXISTING BRANCH CIRCUIT, WIRING AND CONDUIT SHALL BE UTILIZED FOR NEW EQUIPMENT IN EXACT LOCATION. MODIFY AND EXTEND WIRE AND CONDUIT AS REQUIRED. SEE GENERAL DEMO NOTES FOR ADDITIONAL INFORMATION.

"R" EXISTING DEVICE TO REMAIN ACTIVE AS-IS. SEE GENERAL DEMO NOTES FOR ADDITIONAL INFORMATION.

## RECEPTACLES

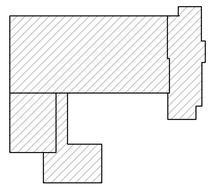
MOUNTED AT 18" AFF UNLESS OTHERWISE NOTED.
NUMBERS/LETTERS SHOWN BESIDE RECEPTACLES SHALL INDICATED THE FOLLOWING:
"GFI" INDICATES INTEGRAL GROUND FAULT INTERRUPTER.
"2" (NUMBER OR PANELBOARD NAME AND NUMBER) INDICATES POWER CIRCUIT NUMBER.

φ DUPLEX RECEPTACLE.

## POWER DISTRIBUTION EQUIPMENT

▭ PANELBOARD, SURFACE MOUNTED

$S_M$ LOCKABLE MOTOR RATED TOGGLE SWITCH.
NUMBER OF POLES AS REQUIRED BY LOAD.



**HOOVER KEYPLAN**
NO SCALE

0 8' 16' 32'
SCALE: 1/16"=1'-0"

Tighe&Bond

SCHEMATIC DESIGN
NOT FOR CONSTRUCTION

# Hoover Elementary School Roof Replacement Project

City Of Melrose

Melrose, Massachusetts

| MARK | DATE | DESCRIPTION |
|---|---|---|
| A | 06/20/2022 | SCHEMATIC DESIGN |

| | |
|---|---|
| PROJECT NO: | M1215-026 |
| DATE: | 06/20/2022 |
| FILE: | M1215-026-HOOVER - E-101.dwg |
| DRAWN BY: | AH |
| CHECKED: | MPW |
| APPROVED: | FJH, JPV |

ELECTRICAL ROOF PLAN

SCALE: AS SHOWN

E-101

Minutes Acceptance: Minutes of Feb 21, 2023 7:45 PM (Reading of the Minutes)

Last Saved: 6/16/2022
Plotted: Jun 20, 2022 9:59am By: AHoda
Tighe & Bond: J:\M\M1215\(026) Melrose\Drawings_Figures\AutoCAD\Hoover Elementary School\Sheet\M1215-026-HOOVER - E-101.dwg

# MSBA Accelerated Repair Program
# Horace Mann Elementary School
# Hoover Elementary School
# Roof Replacement project
## Melrose, MA

**Schematic Design Estimate**
**June 27, 2022**

**Tighe & Bond**

ELLANA
Construction Cost Consultants

198 North Washington St, #109, Boston MA 02114

Minutes Acceptance: Minutes of Feb 21, 2023 7:45 PM (Reading of the Minutes)

ELLANA Construction Cost Consultants

**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



Minutes Acceptance: Minutes of Feb 21, 2023 7:45 PM (Reading of the Minutes)

ELLANA Construction Cost Consultants

# 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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ELLANA Construction Cost Consultants

# 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 | *Selective Demolition* | | | | | | |
| 3 | | *Roof Demolition* | | | | | | |
| 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 | *Hazardous Materials Assessment* | | | | | | |
| 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 | *Masonry Units* | | | | | | |
| 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 | *Structural Steel Framing* | | | | | | |
| 31 | | Structural improvements | 1 | ls | 150,000.00 | 150,000 | | |
| 32 | 053000 | *Metal Decking* | | | | | | |
| 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 | *Rough Carpentry* | | | | | | |
| 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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ELLANA Construction Cost Consultants

**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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ELLANA Construction Cost Consultants

**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 (≥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.

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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.

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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

APPENIDX 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:<br>- Existing conditions analysis (hazardous materials, structural, etc.)<br>- Explanation of proposed solution<br>- 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)<br>- 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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**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. |



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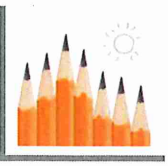

| | | |
|---|---|---|
| ☒ | ☒ | MSBA's Audit Department will review requests for reimbursement in the ProPay system of $50,000 or more. All reimbursement requests which are less than $50,000 will be returned to the district without review. All districts are encouraged to attend ProPay training conducted 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



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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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1.4 ARP Sustainability Requirements ....1-5


## 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.

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# 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.



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**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.



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# 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.



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- 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 ($Btu/hr \cdot ft^2 \cdot °F$) | Minimum R-Value ($°F \cdot ft^2 \cdot hr/Btu$) |
|---|---|---|
| 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.

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### 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.

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- 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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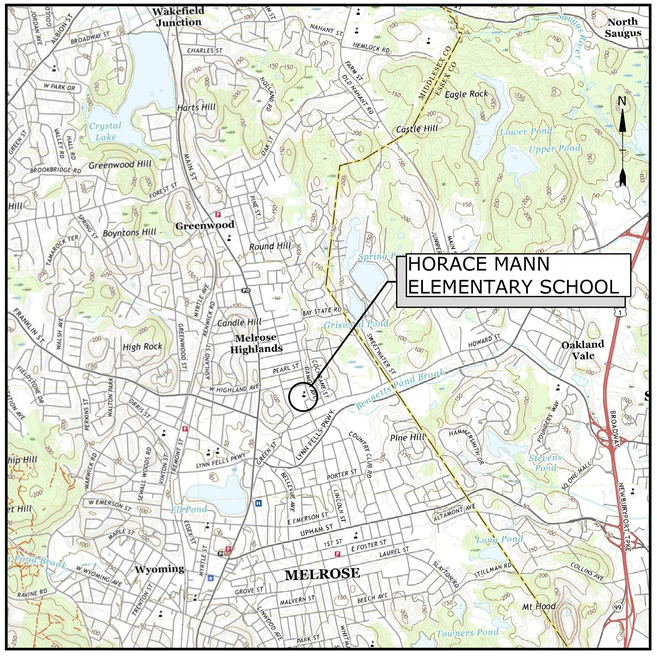
# HORACE MANN ELEMENTARY SCHOOL
# MSBA ACCELERATED REPAIR PROGRAM
# ROOF REPLACEMENT PROJECT
# MELROSE, MASSACHUSETTS
# JUNE 2022

| 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

PREPARED BY:
Tighe&Bond

**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

**SCHEMATIC DESIGN**
**NOT FOR CONSTRUCTION**
**COMPLETE SET 9 SHEETS**

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Tighe & Bond: \\tighebond.com\data\Data\Projects\MV\M12215\(026) Melrose\Drawings_Figures\AutoCAD\Horace Mann School\Sheet\M1215-026-HORACE MANN - COVER.dwg

**EXISTING ROOF OVER 1949 BUILDING**
NO SCALE
A
-

**EXISTING ROOF OVER 1949 BUILDING**
NO SCALE
B
-

**EXISTING EXHAUST FAN**
NO SCALE
C
-

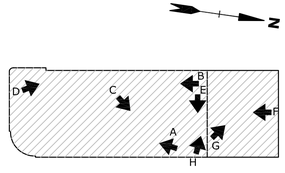
**EXISTING VENT PENETRATIONS**
NO SCALE
D
-

**EXPANSION JOINT BETWEEN ORIGINAL BUILDING AND 1955 ADDITION**
NO SCALE
E
-

**CHIMNEY AND EQUIPMENT ON 1955 ADDITION**
NO SCALE
F
-

**ROOF DRAINS ON 1955 ADDITION**
NO SCALE
G
-

**EXISTING CHIMNEY**
NO SCALE
H
-




**HORACE MANN KEYPLAN**
NO SCALE

LEGEND:

A PHOTOGRAPH LOCATION

Tighe&Bond

SCHEMATIC DESIGN
NOT FOR CONSTRUCTION

# Horace Mann Elementary School Roof Replacement Project

City Of Melrose

Melrose, Massachusetts

| MARK | DATE | DESCRIPTION |
|---|---|---|
| A | 06/20/2022 | SCHEMATIC DESIGN |

| | |
|---|---|
| PROJECT NO: | M1215-026 |
| DATE: | 06/20/2022 |
| FILE: | M1215-026-HORACE MANN - G-001.dwg |
| DRAWN BY: | AH |
| CHECKED: | MPW |
| APPROVED: | FJH, JPV |

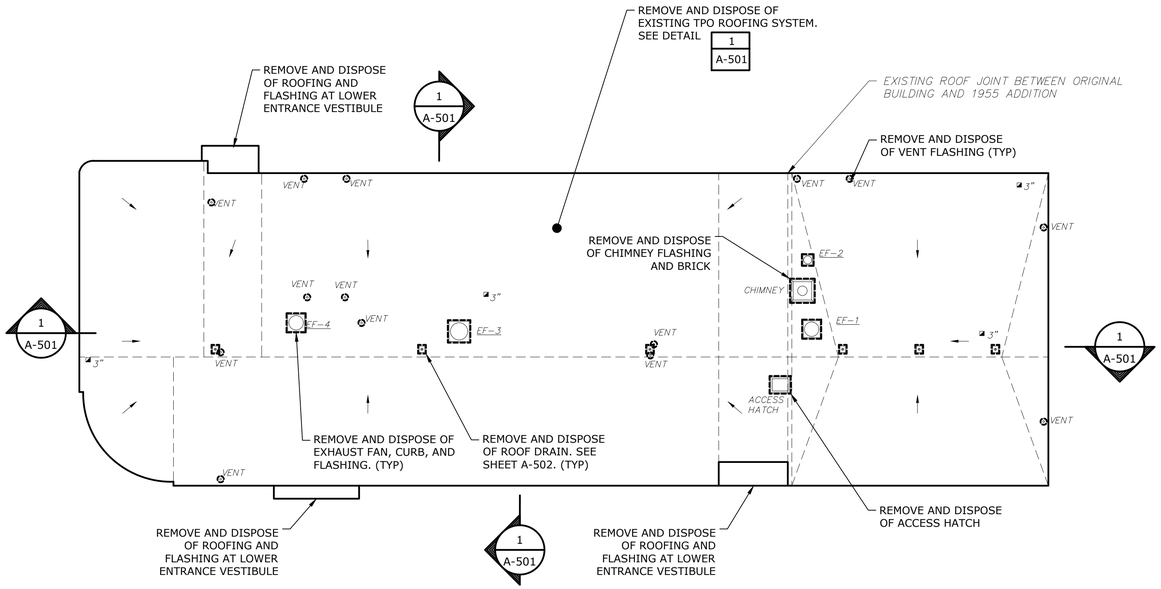
ROOF PHOTOGRAPHS

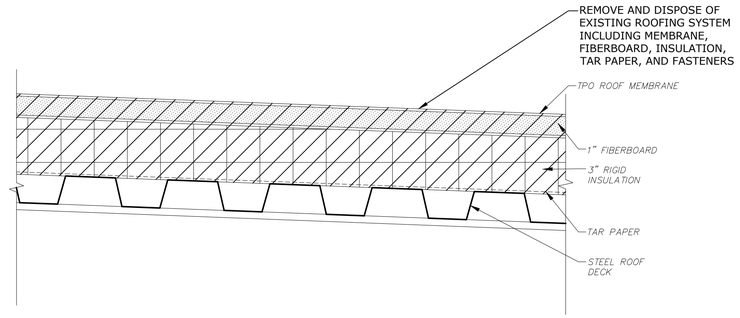
SCALE: AS SHOWN

G-001

Minutes Acceptance: Minutes of Feb 21, 2023 7:45 PM (Reading of the Minutes)

Last Saved: 6/22/2022
Plotted: Jun 22, 2022 - 8:04am By: AHoda
Tighe & Bond: J:\M\M1215\(026) Melrose\Drawings_Figures\AutoCAD\Horace Mann School\Sheet\M1215-026-HORACE MANN - G-001.dwg




**TYPICAL EXISTING ROOF SECTION**

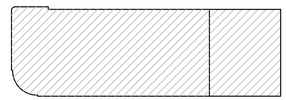
| DETAIL | 1 |
|---|---|
| 3" = 1'-0" | - |

## LEGEND

- ROOF DRAIN
- EXISTING VENT PIPE PENETRATION
- EXISTING ROOFTOP EXHAUST FAN/DUCT WITH CURB
- EXISTING ROOFTOP EQUIPMENT ON SLEEPERS
- G — 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.



**HORACE MANN KEYPLAN**
NO SCALE

0 8' 16' 32'
SCALE: 1/16"=1'-0"

Tighe&Bond

**SCHEMATIC DESIGN**
**NOT FOR CONSTRUCTION**

# Horace Mann Elementary School Roof Replacement Project

City Of Melrose

Melrose, Massachusetts

| MARK | DATE | DESCRIPTION |
|---|---|---|
| A | 06/20/2022 | SCHEMATIC DESIGN |

| | |
|---|---|
| PROJECT NO: | M1215-026 |
| DATE: | 06/20/2022 |
| FILE: | M1215-026-HORACE MANN - AD-101.dwg |
| DRAWN BY: | AH |
| CHECKED: | MPW |
| APPROVED: | JPV |

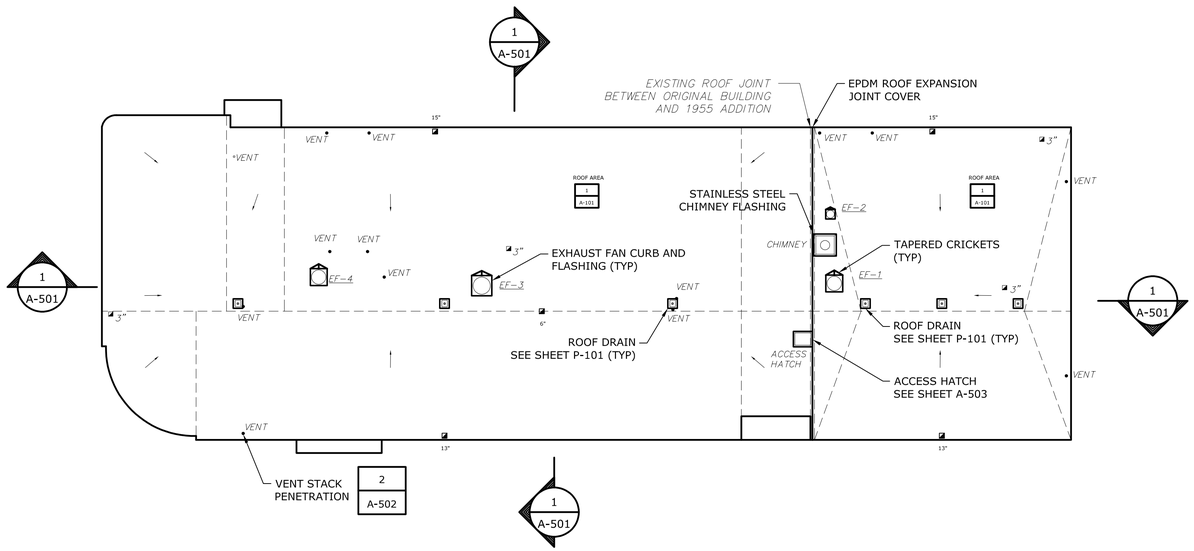
ROOF DEMOLITION PLAN

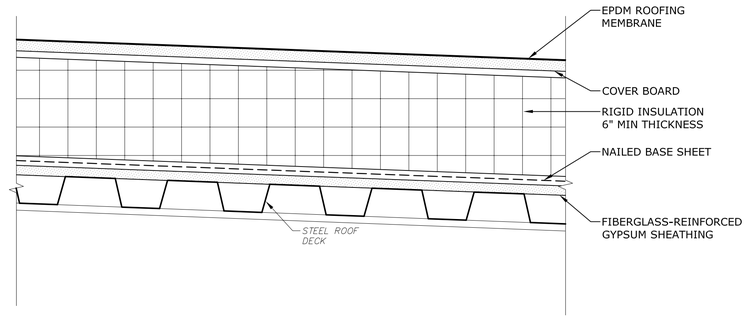
SCALE: 1/8"=1'-0"

AD-101

Minutes Acceptance: Minutes of Feb 21, 2023 7:45 PM (Reading of the Minutes)

Last Saved: 6/27/2022
Plotted: Jun 27, 2022 - 2:34pm By: ABS
Tighe & Bond: J:\WM\1215\026) Melrose\Drawings_Figures\AutoCAD\Horace Mann School\Sheet\M1215-026-HORACE MANN - AD-101.dwg




**TYPICAL PROPOSED ROOF SECTION**

| DETAIL | 1 |
|---|---|
| 3" = 1'-0" | - |

## LEGEND

- ROOF DRAIN
- VENT PIPE PENETRATION
- ROOFTOP EXHAUST FAN/DUCT WITH CURB
- ROOFTOP EQUIPMENT ON SLEEPERS
- — G — GAS PIPE ON PIPE SUPPORT
- GOOSENECK (INTAKE OR EXHAUST)
- EXHAUST CAP OR AIR INTAKE
- APPROXIMATE INSULATION THICKNESS
- ROOF SLOPE LINE
- 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.

**HORACE MANN KEYPLAN**
NO SCALE

0 8' 16' 32'
SCALE: 1/16"=1'-0"

Tighe&Bond

# SCHEMATIC DESIGN NOT FOR CONSTRUCTION

## Horace Mann Elementary School Roof Replacement Project

City Of Melrose

Melrose, Massachusetts

| MARK | DATE | DESCRIPTION |
|---|---|---|
| A | 06/20/2022 | SCHEMATIC DESIGN |

| | |
|---|---|
| PROJECT NO: | M1215-026 |
| DATE: | 06/20/2022 |
| FILE: | M1215-026-HORACE MANN - A-101.dwg |
| DRAWN BY: | AH |
| CHECKED: | MPW |
| APPROVED: | JPV |

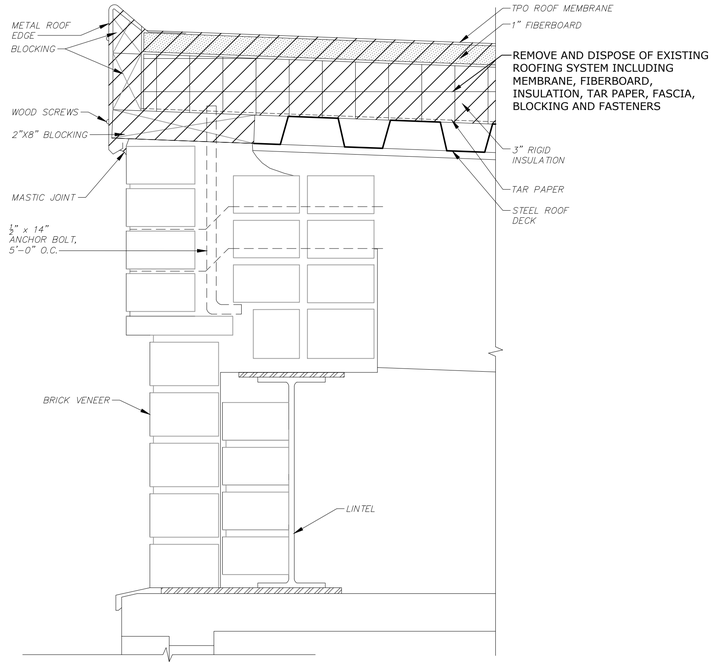
ROOF PLAN

SCALE: 1/8"=1'-0"

A-101

Minutes Acceptance: Minutes of Feb 21, 2023 7:45 PM (Reading of the Minutes)

Last Saved: 6/23/2022
Plotted On:Jun 24, 2022-1:10pm By: AHoda
Tighe & Bond:\\tighebond.com\data\Data\Projects\M\M1215\(026) Melrose\Drawings_Figures\AutoCAD\Horace Mann School\Sheet\M1215-026-HORACE MANN - A-101.dwg

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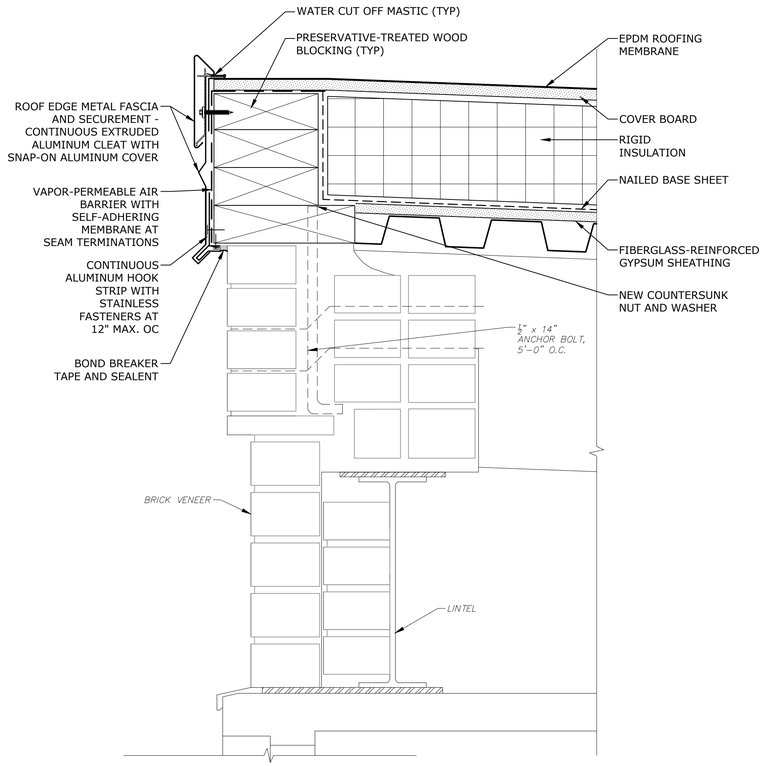



**PROPOSED**

**ROOF EDGE DETAIL**
3"=1'-0"

1
-

Tighe&Bond

**SCHEMATIC DESIGN**
**NOT FOR CONSTRUCTION**

# Horace Mann Elementary School Roof Replacement Project

City Of Melrose

Melrose, Massachusetts

| MARK | DATE | DESCRIPTION |
|---|---|---|
| A | 06/20/2022 | SCHEMATIC DESIGN |

| | |
|---|---|
| PROJECT NO: | M1215-026 |
| DATE: | 06/20/2022 |
| FILE: | M1215-026-HORACE MANN - A-501.dwg |
| DRAWN BY: | AH |
| CHECKED: | MPW |
| APPROVED: | JPV |

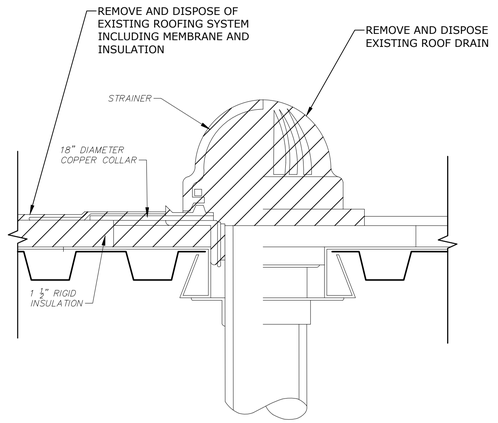
ROOF DETAILS - 1

SCALE: AS SHOWN

A-501

Minutes Acceptance: Minutes of Feb 21, 2023 7:45 PM (Reading of the Minutes)

Last Saved: 6/27/2022
Plotted: Oct 17, 2022 2:29pm By: ABS
Tighe & Bond J:\M\M1215\(026) Melrose\Drawings_Figures\AutoCAD\Horace Mann School\Sheet\M1215-026-HORACE MANN - A-501.dwg

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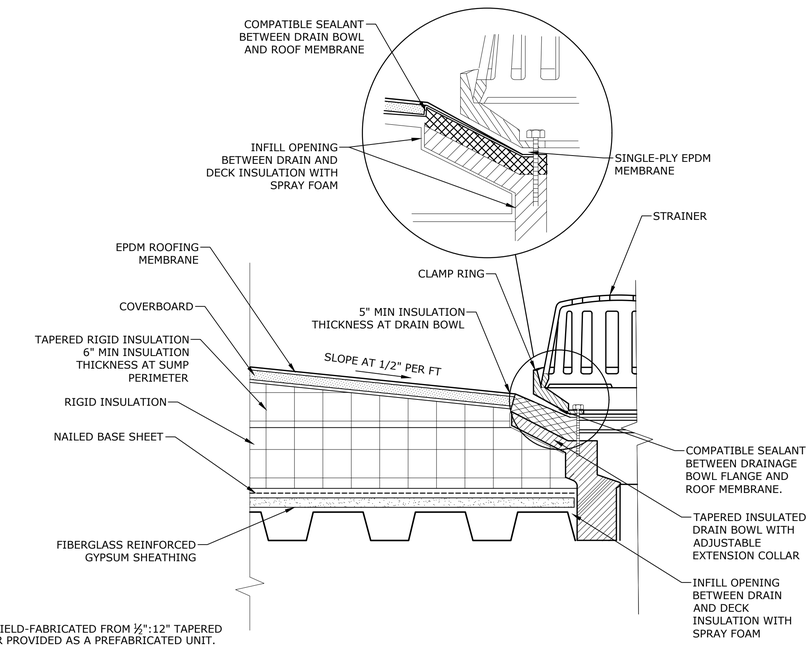
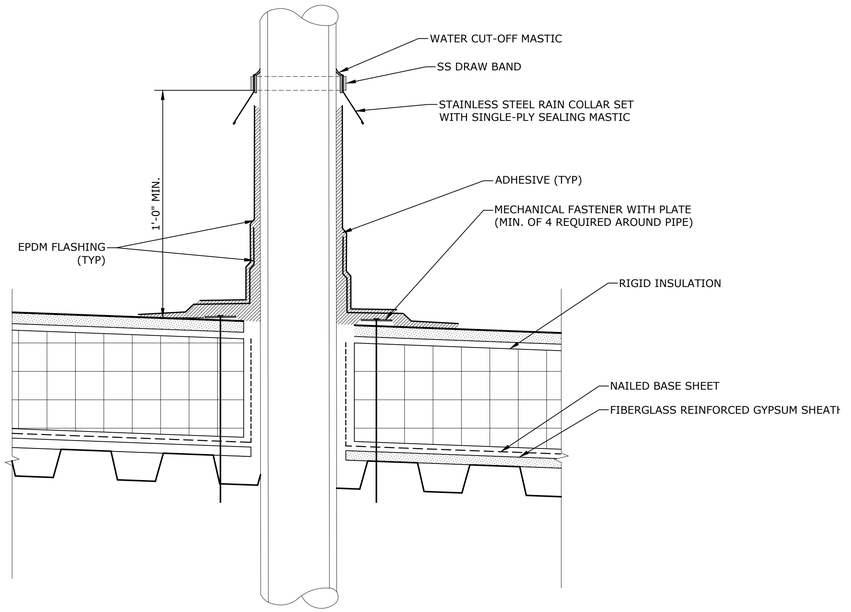



**NOTES**

1. SUMP MAY BE FIELD-FABRICATED FROM ½":12" TAPERED INSULATION OR PROVIDED AS A PREFABRICATED UNIT.

**PROPOSED**

**ROOF DRAIN DETAIL** — 1 / -
3"=1'-0"




**VENT STACK DETAIL** — 2 / -
3"=1'-0"

0 3" 6" 9"
SCALE: 3"=1'-0"

Tighe&Bond

SCHEMATIC DESIGN
NOT FOR CONSTRUCTION

# Horace Mann Elementary School Roof Replacement Project

City Of Melrose

Melrose, Massachusetts

| MARK | DATE | DESCRIPTION |
|---|---|---|
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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 - 2

SCALE: AS SHOWN

A-502

Minutes Acceptance: Minutes of Feb 21, 2023 7:45 PM (Reading of the Minutes)

Last Saved: 6/27/2022
Plotted: Oct 13, 2022 2:29pm By: ABS
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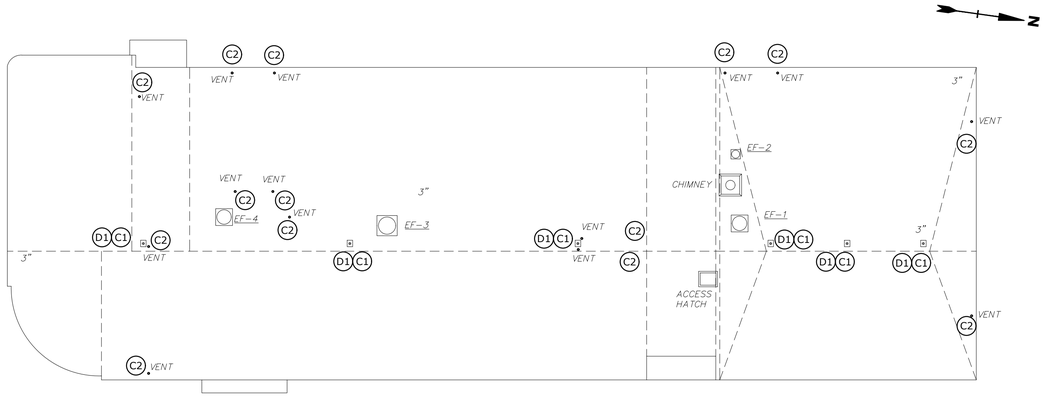



**PLUMBING ROOF DEMOLITION PLAN**
1/16" = 1'0"

LEGEND

- ACCESS HATCH
- ROOF DRAIN
- VENT PIPE PENETRATION

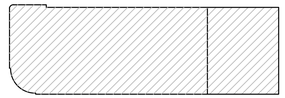
DEMOLITION KEY NOTES

(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-ft$^2$-°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"

Tighe&Bond

SCHEMATIC DESIGN
NOT FOR CONSTRUCTION

# Horace Mann Elementary School Roof Replacement Project

City Of Melrose

Melrose, Massachusetts

| MARK | DATE | DESCRIPTION |
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| A | 06/20/2022 | SCHEMATIC DESIGN |

| | |
|---|---|
| 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 |

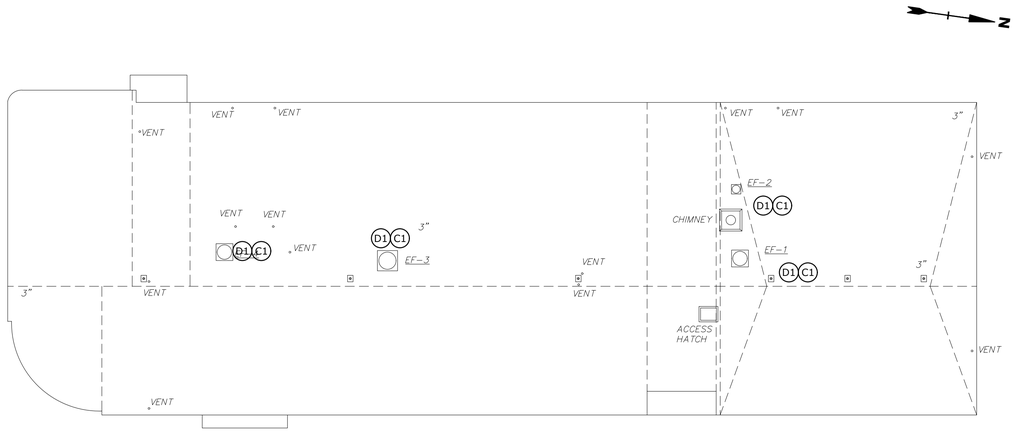
PLUMBING ROOF PLAN

SCALE: AS SHOWN

P-101

Minutes Acceptance: Minutes of Feb 21, 2023 7:45 PM (Reading of the Minutes)

Last Saved: 6/27/2022
Plotted On: Jun 27, 2022 - 2:42pm By: ABS
Tighe & Bond: J:\M\M1215\(026) Melrose\Drawings_Figures\AutoCAD\Horace Mann School\Sheet\M1215-026-HORACE MANN - P-101.dwg




LEGEND

- ACCESS HATCH
- EXHAUST FAN

## 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. ALL MATERIALS, METHODS AND EQUIPMENT INSTALLED MUST BE IN COMPLIANCE WITH PROJECT SPECIFICATIONS AND APPLICABLE CODES.

## DRAWING DEMOLITION NOTES:

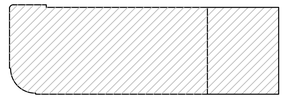
(D1) DISCONNECT, REMOVE, AND STORE EXHAUST FAN. PROVIDE TEMPORARY CAP OVER DUCT OPENING. DEMOLISH ROOF CURB. MEASURE AIRFLOW OF FAN PRIOR TO UNIT REMOVAL.

## 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.

## 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.



**HORACE MANN KEYPLAN**
NO SCALE

0 8' 16' 32'
SCALE: 1/16"=1'-0"

Tighe&Bond

**SCHEMATIC DESIGN**
**NOT FOR CONSTRUCTION**

# Horace Mann Elementary School Roof Replacement Project

City Of Melrose

Melrose, Massachusetts

| MARK | DATE | DESCRIPTION |
|---|---|---|
| A | 06/20/2022 | SCHEMATIC DESIGN |

| | |
|---|---|
| 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

Minutes Acceptance: Minutes of Feb 21, 2023 7:45 PM (Reading of the Minutes)

Last Saved: 6/27/2022
Plotted: Jun 27, 2022 - 2:43pm By: ABS
Tighe & Bond: J:\MM\1215\(026) Melrose\Drawings, Figures\AutoCAD\Horace Mann School\Sheet\M1215-026-HORACE MANN - H-101.dwg

## GENERAL NOTES:

1. DISCONNECT AND MAKE SAFE THE EXISTING MECHANICAL EQUIPMENT FOR REMOVAL BY HVAC CONTRACTOR. THE EXISTING FEEDER SHALL BE DE-ENEREGIZED 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.
2. 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.
3. COORDINATE ALL DEVICE LOCATIONS WITH GC AND/OR OWNER PRIOR TO COMMENCEMENT OF WORK.
4. 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.
5. ALL PANELBOARDS SHOWN ARE LOCATED ON THE BASEMENT FLOOR.

## DEMOLITION LEGEND

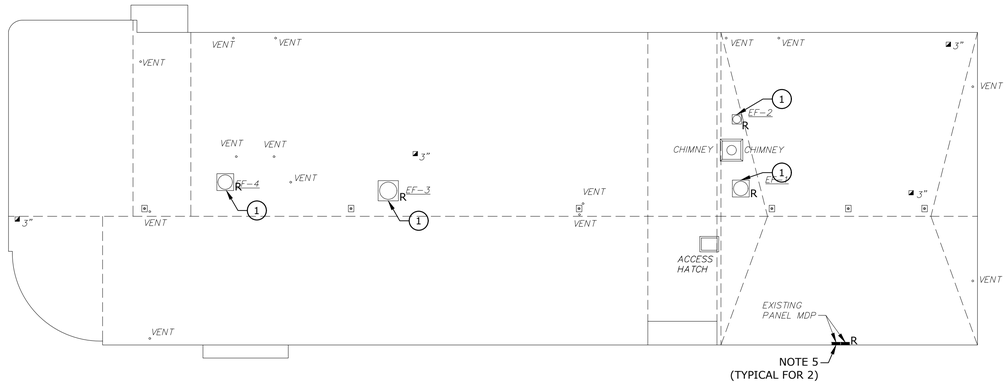
"R" EXISTING DEVICE TO REMAIN ACTIVE AS-IS. SEE GENERAL NOTES FOR ADDITIONAL INFORMATION.

## POWER DISTRIBUTION EQUIPMENT

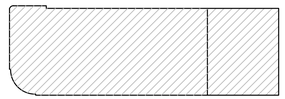
PANELBOARD, SURFACE MOUNTED

## ELECTRICAL KEY NOTES:

(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 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"

Tighe&Bond

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 - E-101.dwg |
| DRAWN BY: | AH |
| CHECKED: | MPW |
| APPROVED: | FJH, JPV |

ELECTRICAL ROOF PLAN

SCALE: AS SHOWN

E-101

Minutes Acceptance: Minutes of Feb 21, 2023 7:45 PM (Reading of the Minutes)

Last Saved: 6/27/2022
Printed: June 27, 2022 - 2:43pm By: ABS
Tighe & Bond: J:\M\M1215\(026) Melrose\Drawings_Figures\AutoCAD\Horace Mann School\Sheet\M1215-026-HORACE MANN - E-101.dwg

# MSBA Accelerated Repair Program
# Horace Mann Elementary School
# Hoover Elementary School
# Roof Replacement project
## Melrose, MA

**Schematic Design Estimate**
**June 27, 2022**

**Tighe & Bond**

ELLANA
Construction Cost Consultants

198 North Washington St, #109, Boston MA 02114

Minutes Acceptance: Minutes of Feb 21, 2023 7:45 PM (Reading of the Minutes)

**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



Minutes Acceptance: Minutes of Feb 21, 2023 7:45 PM (Reading of the Minutes)

ELLANA Construction Cost Consultants

# 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 Feb 21, 2023 7:45 PM (Reading of the Minutes)

ELLANA Construction Cost Consultants

# 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 | *Selective Demolition* | | | | | | |
| 3 | | *Roof Demolition* | | | | | | |
| 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 | *Hazardous Materials Assessment* | | | | | | |
| 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 | *Structural Steel Framing* | | | | | | |
| 24 | | No work show in this section | | | | | | |
| 25 | 053000 | *Metal Decking* | | | | | | |
| 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 | *Rough Carpentry* | | | | | | |
| 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 | *Membrane Roofing* | | | | | | |
| 41 | | *New Construction* | | | | | | |
| 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 Feb 21, 2023 7:45 PM (Reading of the Minutes)

ELLANA Construction Cost Consultants

**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 | *Flashing and Sheet Metal* | | | | | | |
| 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 | *Roof Specialties* | | | | | | |
| 57 | | Access hatch | 1 | ea | 4,250.00 | 4,250 | | |
| 58 | | | | | | | | |
| 59 | 079100 | *Joint Sealants* | | | | | | |
| 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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ELLANA Construction Cost Consultants

**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 Feb 21, 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 (≥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.

Minutes Acceptance: Minutes of Feb 21, 2023 7:45 PM (Reading of the Minutes)

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

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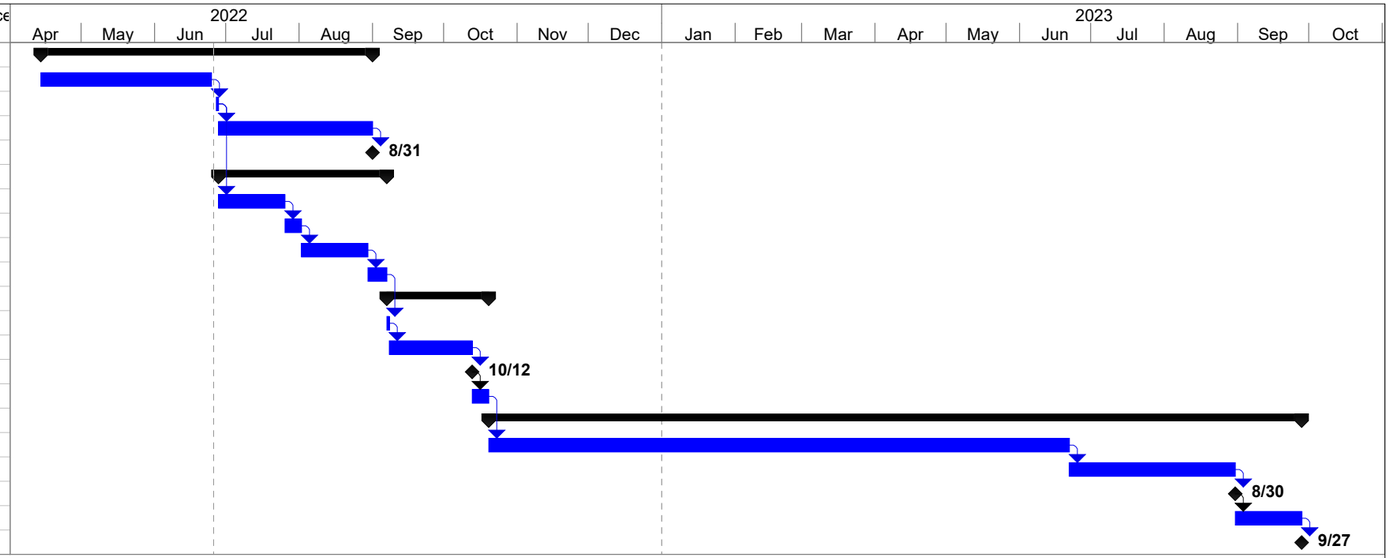
Minutes Acceptance: Minutes of Feb 21, 2023 7:45 PM (Reading of the Minutes)

# EXHIBIT C
# PROJECT SCHEDULE
# CITY OF MELROSE
# HERBERT CLARK HOOVER ELEMENTARY SCHOOL AND
# HORACE MANN ELEMENTARY SCHOOL

Minutes Acceptance: Minutes of Feb 21, 2023 7:45 PM (Reading of the Minutes)

**PROJECT FUNDING AGREEMENT**

| ID | Task Name | Duration | Start | Finish | Predece |
|---|---|---|---|---|---|
| 1 | **Schematic Design Phase** | **100 days** | **Thu 4/14/22** | **Wed 8/31/22** | |
| 2 | Complete and finalize SD plans | 52 days | Thu 4/14/22 | Fri 6/24/22 | |
| 3 | Submit SD plans to MSBA | 1 day | Mon 6/27/22 | Mon 6/27/22 | 2 |
| 4 | MSBA review of SD plans | 47 days | Tue 6/28/22 | Wed 8/31/22 | 3 |
| 5 | MSBA Board of Directors approval of project | 0 days | Wed 8/31/22 | Wed 8/31/22 | 4 |
| 6 | **Construction Documents (at risk)** | **51 days** | **Tue 6/28/22** | **Tue 9/6/22** | |
| 7 | CD60 Documents complete | 20 days | Tue 6/28/22 | Mon 7/25/22 | 3 |
| 8 | Constructability Review CD60 | 5 days | Tue 7/26/22 | Mon 8/1/22 | 7 |
| 9 | CD100 Complete | 20 days | Tue 8/2/22 | Mon 8/29/22 | 8 |
| 10 | Constructability review of CD100 | 6 days | Tue 8/30/22 | Tue 9/6/22 | 9 |
| 11 | **Bidding Phase** | **31 days?** | **Wed 9/7/22** | **Wed 10/19/22** | |
| 12 | Advertise Project in Central Register | 1 day? | Wed 9/7/22 | Wed 9/7/22 | 10 |
| 13 | General contractor bids due | 25 days | Thu 9/8/22 | Wed 10/12/22 | 12 |
| 14 | City Funding Approval (with bids in hand) | 0 days | Wed 10/12/22 | Wed 10/12/22 | 13 |
| 15 | Contract award | 5 days | Thu 10/13/22 | Wed 10/19/22 | 14 |
| 16 | **Construction** | **245 days** | **Thu 10/20/22** | **Wed 9/27/23** | |
| 17 | Sumittals / procurement | 175 days | Thu 10/20/22 | Wed 6/21/23 | 15 |
| 18 | Construction | 50 days | Thu 6/22/23 | Wed 8/30/23 | 17 |
| 19 | Substantial completion | 0 days | Wed 8/30/23 | Wed 8/30/23 | 18 |
| 20 | Closeout | 20 days | Thu 8/31/23 | Wed 9/27/23 | 19 |
| 21 | Final Completion | 0 days | Wed 9/27/23 | Wed 9/27/23 | 20 |




VERTEX

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 | |



Minutes Acceptance: Minutes of Feb 21, 2023 7:45 PM (Reading of the Minutes)

| ID | Task Name | Duration | Start | Finish | Predece |
|---|---|---|---|---|---|
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| 5 | MSBA Board of Directors approval of project | 0 days | Wed 8/31/22 | Wed 8/31/22 | 4 |
| 6 | **Construction Documents (at risk)** | **51 days** | **Tue 6/28/22** | **Tue 9/6/22** | |
| 7 | CD60 Documents complete | 20 days | Tue 6/28/22 | Mon 7/25/22 | 3 |
| 8 | Constructability Review CD60 | 5 days | Tue 7/26/22 | Mon 8/1/22 | 7 |
| 9 | CD100 Complete | 20 days | Tue 8/2/22 | Mon 8/29/22 | 8 |
| 10 | Constructability review of CD100 | 6 days | Tue 8/30/22 | Tue 9/6/22 | 9 |
| 11 | **Bidding Phase** | **31 days?** | **Wed 9/7/22** | **Wed 10/19/22** | |
| 12 | Advertise Project in Central Register | 1 day? | Wed 9/7/22 | Wed 9/7/22 | 10 |
| 13 | General contractor bids due | 25 days | Thu 9/8/22 | Wed 10/12/22 | 12 |
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| 16 | **Construction** | **245 days** | **Thu 10/20/22** | **Wed 9/27/23** | |
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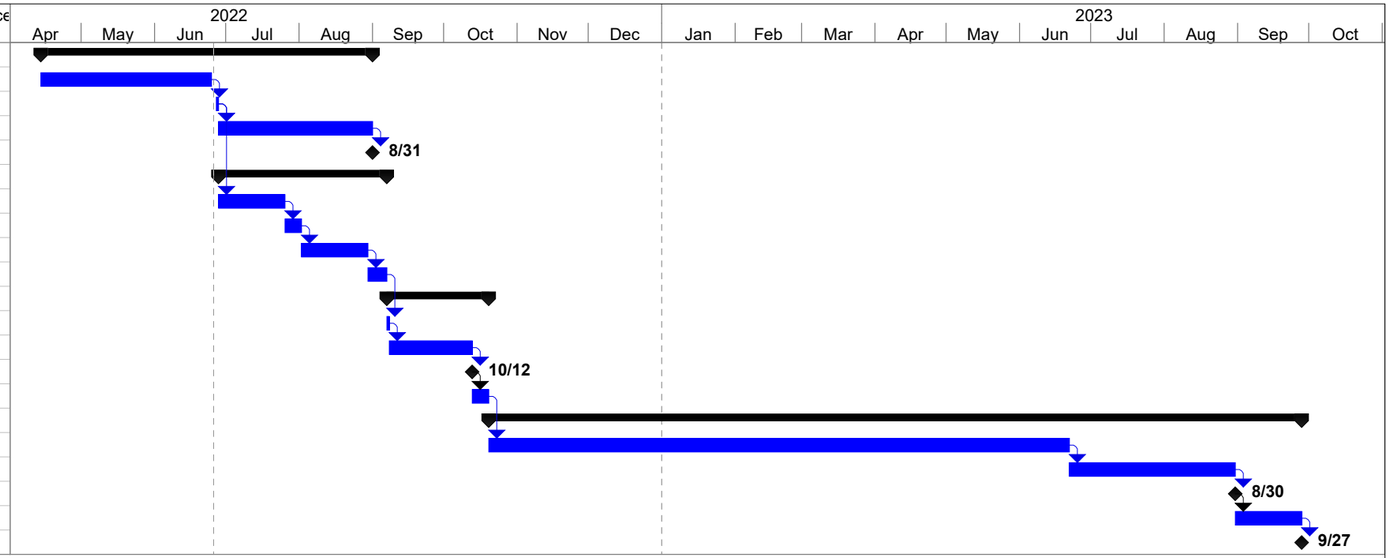
| 20 | Closeout | 20 days | Thu 8/31/23 | Wed 9/27/23 | 19 |
| 21 | Final Completion | 0 days | Wed 9/27/23 | Wed 9/27/23 | 20 |




VERTEX

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 | |



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# EXHIBIT D
# CASH FLOW
# CITY OF MELROSE
# HERBERT CLARK HOOVER ELEMENTARY SCHOOL AND
# HORACE MANN ELEMENTARY SCHOOL

Minutes Acceptance: Minutes of Feb 21, 2023 7:45 PM (Reading of the Minutes)

**PROJECT FUNDING AGREEMENT**

| Melrose Public Schools<br>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<br>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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# 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 & Property Damage | $1,000,000 each occurrence<br>$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:

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| | |
|---|---|
| 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<br>$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<br>$ 500,000 disease per employee<br>$ 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.**

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**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:

| Contract Price: | Limit of Liability: |
|---|---|
| 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.

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**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:

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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<br>$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<br>$ 500,000 disease per employee<br>$ 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:**

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**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. <u>Umbrella Coverage.</u>**

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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:

| Contract Price: | Limit of Liability: |
|---|---|
| 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 |
| $10,000,001and 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 Feb 21, 2023 7:45 PM (Reading of the Minutes)

# EXHIBIT I
# REIMBURSEMENT RATE CERTIFICATION
# CITY OF MELROSE
# HERBERT CLARK HOOVER ELEMENTARY SCHOOL AND
# HORACE MANN ELEMENTARY SCHOOL

Minutes Acceptance: Minutes of Feb 21, 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 Feb 21, 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 Feb 21, 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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| 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. | | | | |

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| CHART - 1 | | City of Melrose | | | |
|---|---|---|---|---|---|
| DRAFT | Ten Year General Fund Debt Plan Review | | | | |
| 11/7/2022 | | Department of Finance | | | |
| | Year | Net Debt | 5% Limit | Projected 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. | | | | |

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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 –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

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# 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 | - | - | - | - | 155,562.50 |
| 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



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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

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# EXHIBIT A
# PROJECT BUDGET
# CITY OF MELROSE
# HERBERT CLARK HOOVER ELEMENTARY SCHOOL AND
# HORACE MANN ELEMENTARY SCHOOL

Minutes Acceptance: Minutes of Feb 21, 2023 7:45 PM (Reading of the Minutes)

**PROJECT FUNDING AGREEMENT**

# Total Project Budget

**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 Feb 21, 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'sContingency[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: 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: 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: Chair of School Committee

Date: _____

Minutes Acceptance: Minutes of Feb 21, 2023 7:45 PM (Reading of the Minutes)

# Total Project Budget

**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** |

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**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'sContingency[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: 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: 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: Chair of School Committee

Date: _____

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# EXHIBIT B
# PROJECT SCOPE
# CITY OF MELROSE
# HERBERT CLARK HOOVER ELEMENTARY SCHOOL AND
# HORACE MANN ELEMENTARY SCHOOL

Minutes Acceptance: Minutes of Feb 21, 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:<br>- Existing conditions analysis (hazardous materials, structural, etc.)<br>- Explanation of proposed solution<br>- 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)<br>- 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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**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. |

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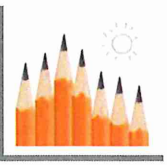

| | | |
|---|---|---|
| ☒ | ☒ | MSBA's Audit Department will review requests for reimbursement in the ProPay system of $50,000 or more. All reimbursement requests which are less than $50,000 will be returned to the district without review. All districts are encouraged to attend ProPay training conducted 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



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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).

Julie R. Kuhnberger

Title: Superintendent of Schools
Date: June 27, 2022

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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 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.

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# 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.



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**Photo 3:** Roof Drain

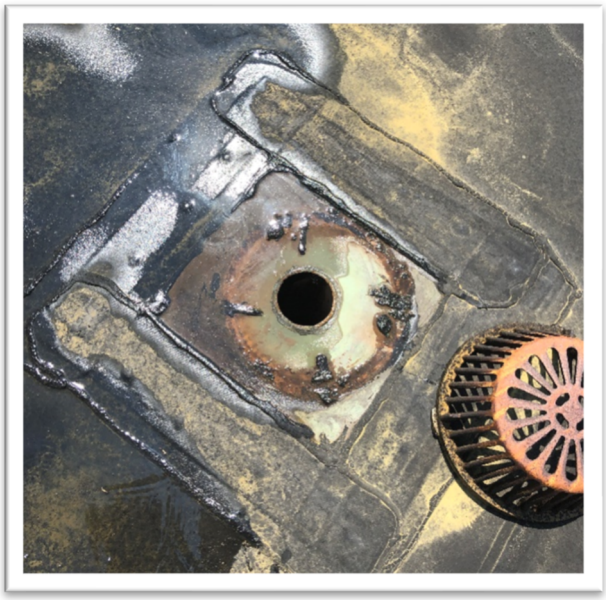

**Photo 4:** Roof Drain

**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.



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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



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- 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.



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**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 ($Btu/hr \cdot ft^2 \cdot °F$) | Minimum R-Value ($°F \cdot ft^2 \cdot hr/Btu$) |
|---|---|---|
| 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.

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### 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 an 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.

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### 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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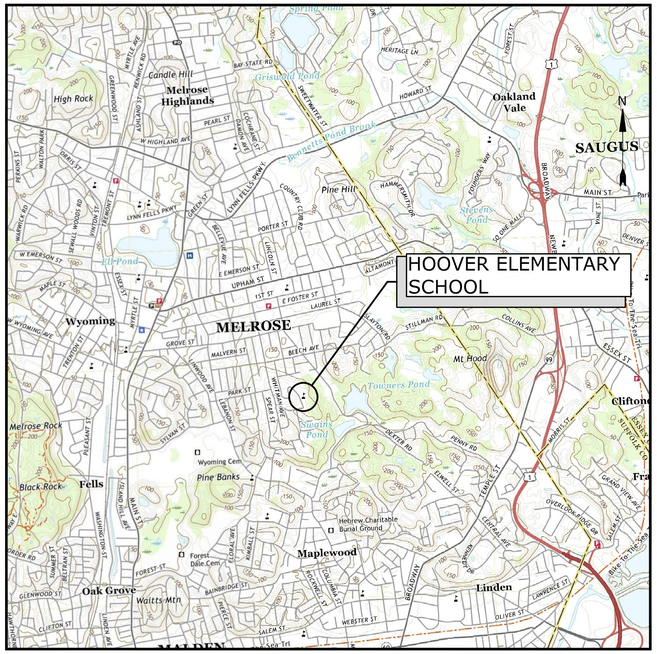
# HOOVER ELEMENTARY SCHOOL
# MSBA ACCELERATED REPAIR PROGRAM
# ROOF REPLACEMENT PROJECT
# MELROSE, MASSACHUSETTS
# JUNE 2022

| 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**
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**COMPLETE SET 9 SHEETS**

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**ROOF OVER MAIN BUILDING**
NO SCALE
A
-

**ROOF EQUIPMENT ON BALLAST ROOF**
NO SCALE
B
-

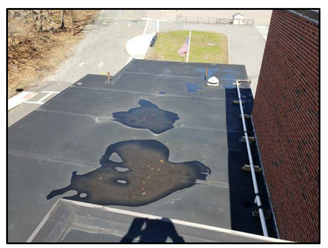
**EXISTING CHIMNEY**
NO SCALE
C
-

**ROOF ACCESS HATCH**
NO SCALE
D
-

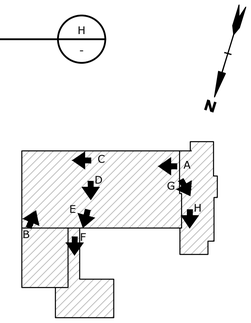
**DRAIN ON LOWER ROOF**
NO SCALE
E
-

**ROOF ON LOWER BUILDING**
NO SCALE
F
-

**ROOF OVER LOWER BUILDING**
NO SCALE
G
-



**ROOF OVER LOWER BUILDING**
NO SCALE
H
-




**HOOVER KEYPLAN**
NO SCALE

LEGEND:

A PHOTOGRAPH LOCATION

Tighe&Bond

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# Hoover Elementary School Roof Replacement Project

City Of Melrose

Melrose, Massachusetts

| MARK | DATE | DESCRIPTION |
|---|---|---|
| A | 06/20/2022 | SCHEMATIC DESIGN |

| | |
|---|---|
| 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

Minutes Acceptance: Minutes of Feb 21, 2023 7:45 PM (Reading of the Minutes)

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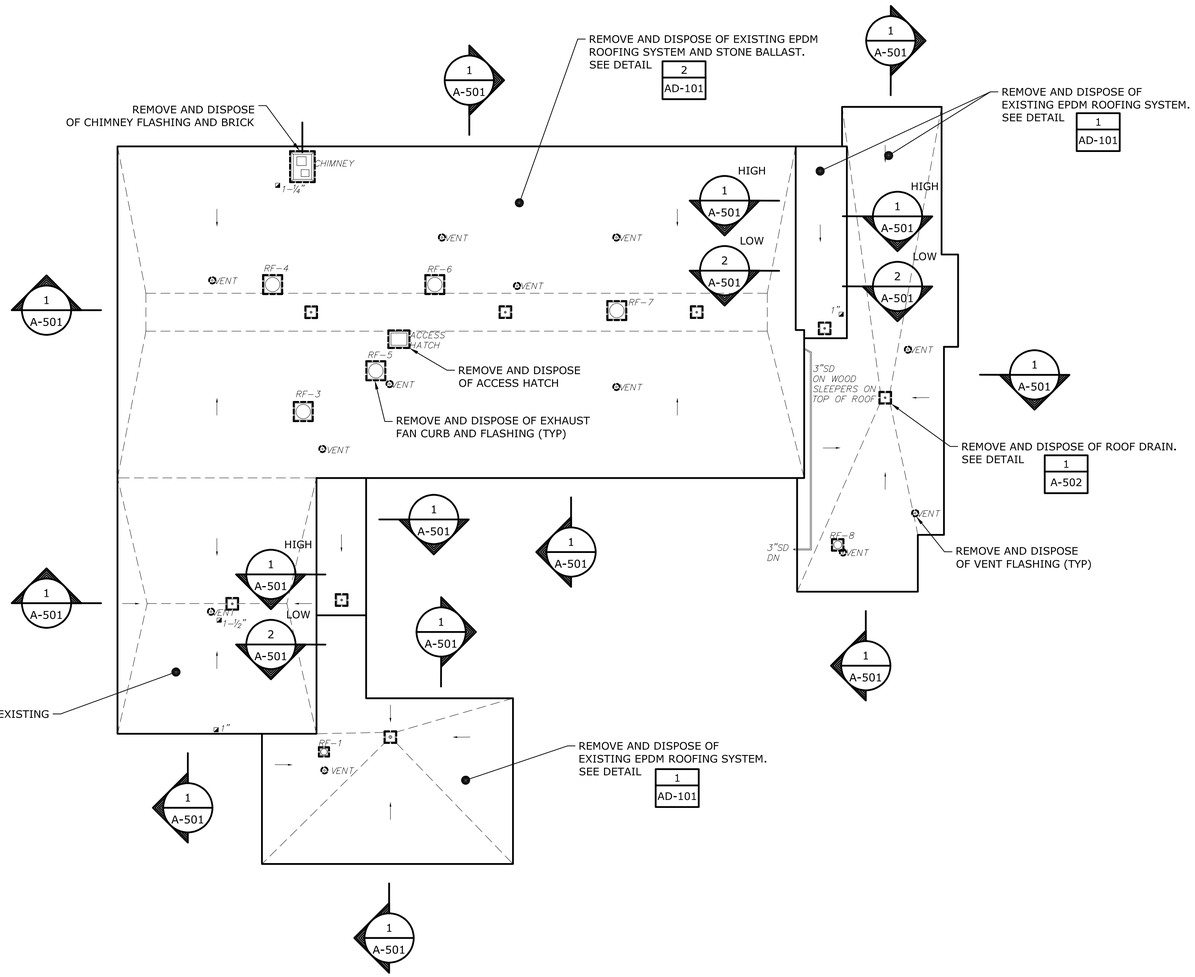
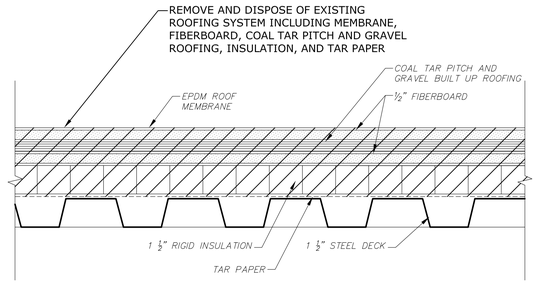
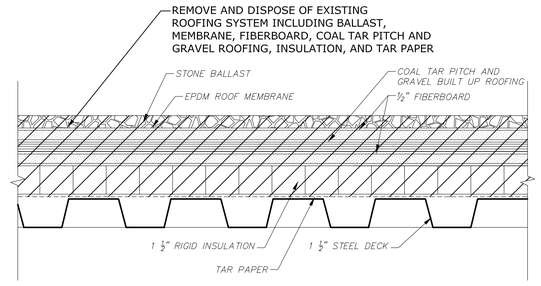



**TYPICAL EXISTING UNBALLASTED ROOF SECTION**

**DETAIL** 1
3" = 1'-0" -




**TYPICAL EXISTING BALLASTED ROOF SECTION**

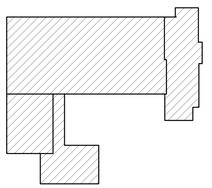
**DETAIL** 2
3" = 1'-0" -

**LEGEND**

- ROOF DRAIN
- EXISTING VENT PIPE PENETRATION
- EXISTING ROOFTOP EXHAUST FAN/DUCT WITH CURB
- EXISTING ROOFTOP EQUIPMENT ON SLEEPERS
- G 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.



**HOOVER KEYPLAN**
NO SCALE

0 8' 16' 32'
SCALE: 1/16"=1'-0"

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# 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 - AD-101.dwg |
| DRAWN BY: | AH |
| CHECKED: | MPW |
| APPROVED: | JPV |

ROOF DEMOLITION PLAN

SCALE: 1/16"=1'-0"

AD-101

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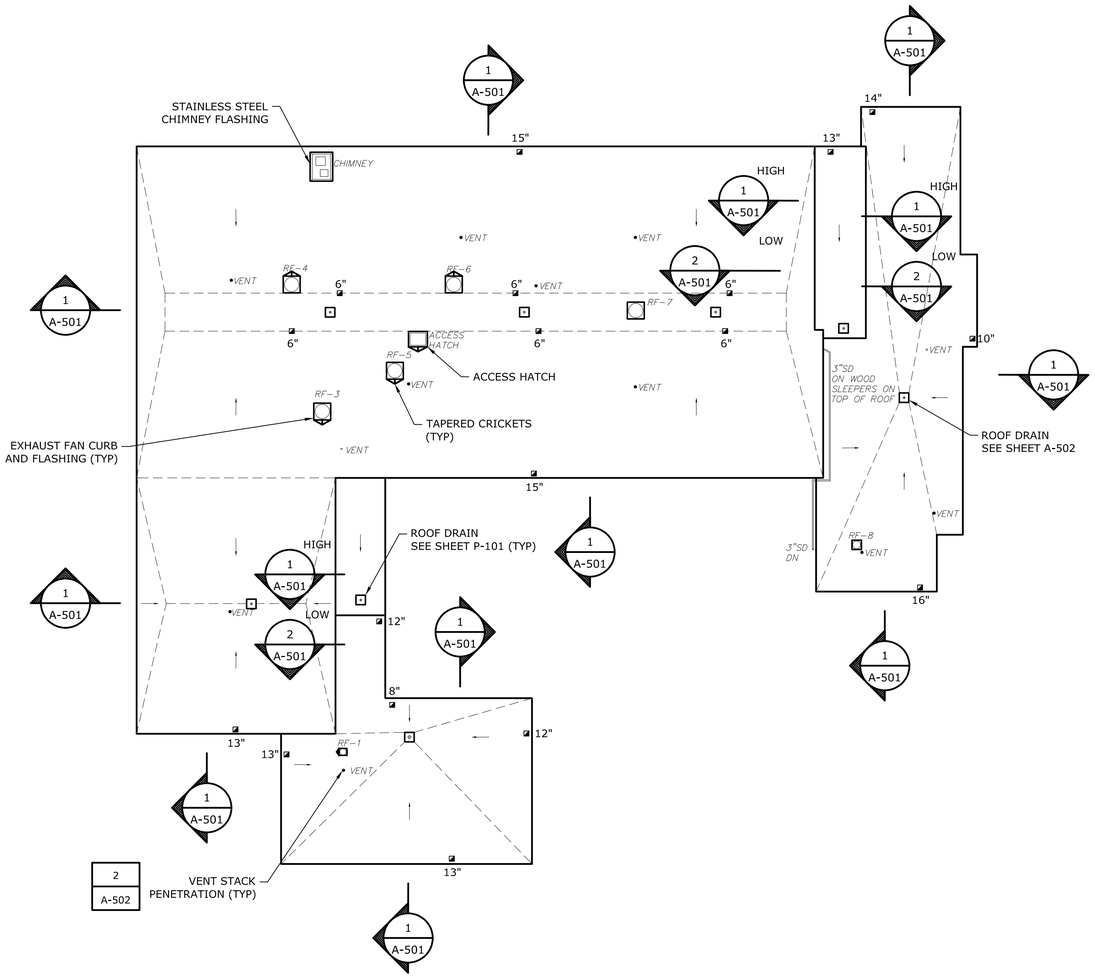
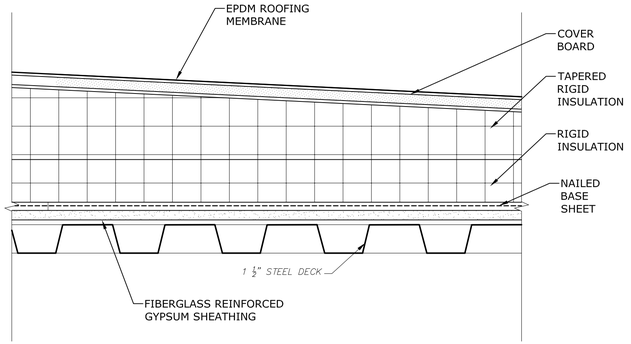



**TYPICAL PROPOSED ROOF SECTION**

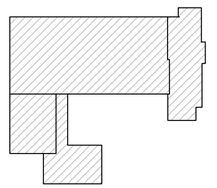
| DETAIL | 1 |
|---|---|
| 3" = 1'-0" | - |

## LEGEND

- ROOF DRAIN
- VENT PIPE PENETRATION
- ROOFTOP EXHAUST FAN/DUCT WITH CURB
- ROOFTOP EQUIPMENT ON SLEEPERS
- — G — GAS PIPE ON PIPE SUPPORT
- GOOSENECK (INTAKE OR EXHAUST)
- EXHAUST CAP OR AIR INTAKE
- APPROXIMATE INSULATION THICKNESS
- ROOF SLOPE LINE
- 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.



**HOOVER KEYPLAN**
NO SCALE

0 8' 16' 32'
SCALE: 1/16"=1'-0"

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## Hoover Elementary School Roof Replacement Project

City Of Melrose

Melrose, Massachusetts

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|---|---|
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| 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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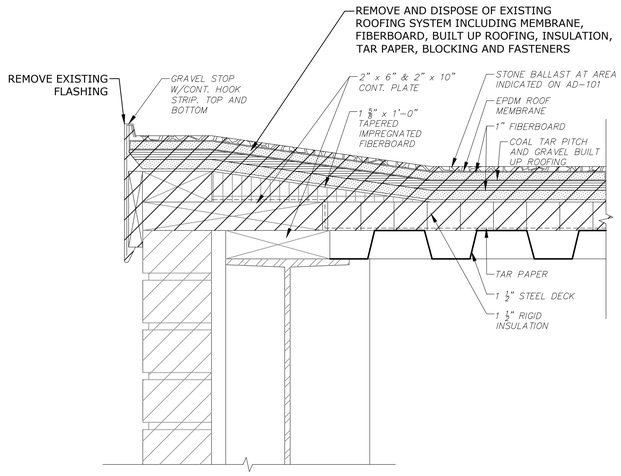


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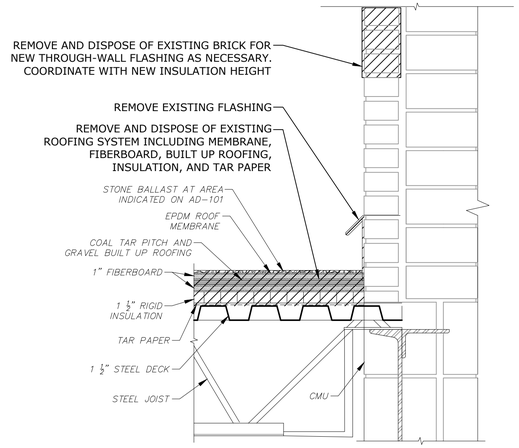


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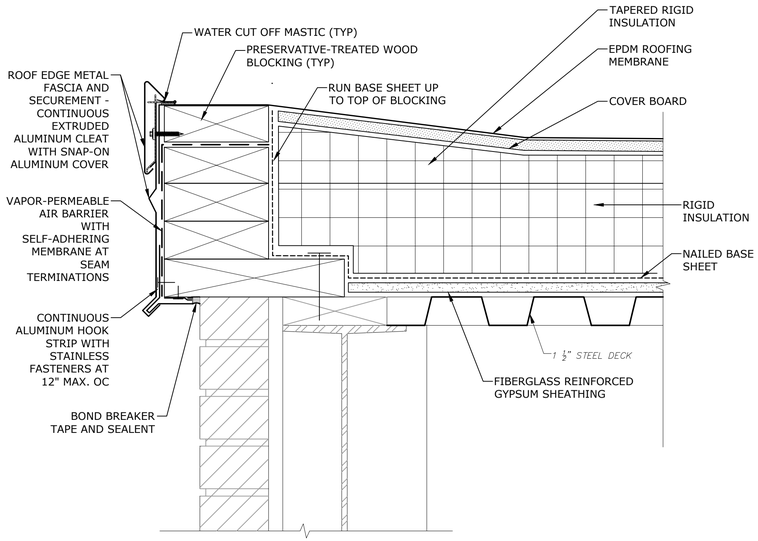
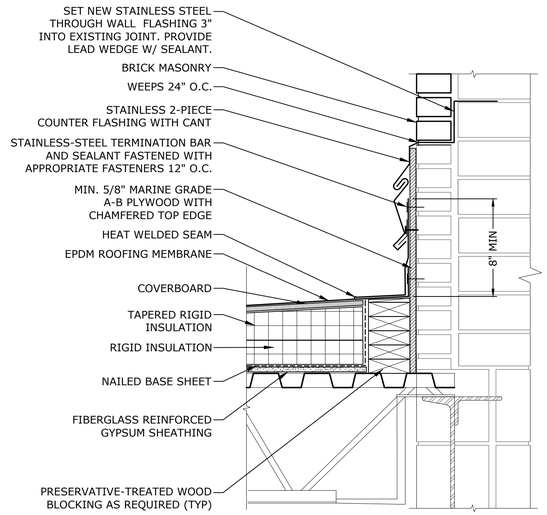



**PROPOSED**

**ROOF EDGE DETAIL** — 1 / -

3"=1'-0"




**PROPOSED**

**ROOF TO WALL DETAIL** — 2 / -

1-1/2" = 1'-0"

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# Hoover Elementary School Roof Replacement Project

## City Of Melrose

Melrose, Massachusetts

| MARK | DATE | DESCRIPTION |
|---|---|---|
| A | 06/20/2022 | SCHEMATIC DESIGN |

| | |
|---|---|
| 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

Minutes Acceptance: Minutes of Feb 21, 2023 7:45 PM (Reading of the Minutes)

Last Saved: 6/27/2022
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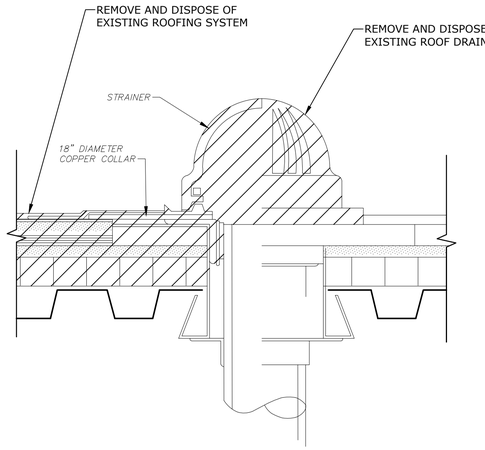



**EXISTING**



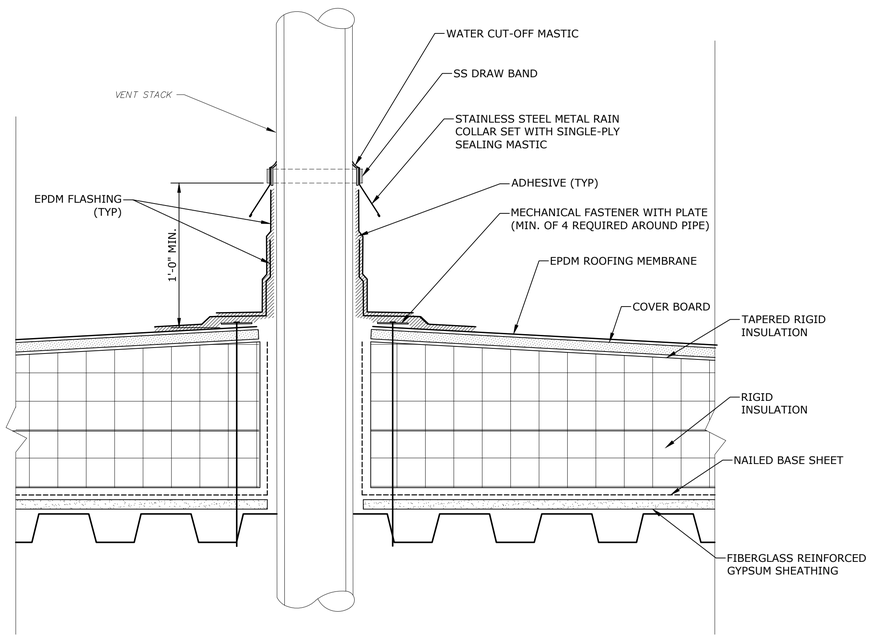

**NOTES**

1. SUMP MAY BE FIELD-FABRICATED FROM ½":12" TAPERED INSULATION OR PROVIDED AS A PREFABRICATED UNIT.

**PROPOSED**

**ROOF DRAIN DETAIL** 1 / -

3"=1'-0"




**VENT STACK DETAIL** 2 / -

3"=1'-0"

Tighe&Bond

**SCHEMATIC DESIGN**
**NOT FOR CONSTRUCTION**

# Hoover Elementary School Roof Replacement Project

City Of Melrose

Melrose, Massachusetts

| MARK | DATE | DESCRIPTION |
|---|---|---|
| A | 06/20/2022 | SCHEMATIC DESIGN |

| | |
|---|---|
| PROJECT NO: | M1215-026 |
| DATE: | 06/20/2022 |
| FILE: | M1215-026-HOOVER - A-501.dwg |
| DRAWN BY: | AH |
| CHECKED: | MPW |
| APPROVED: | JPV |

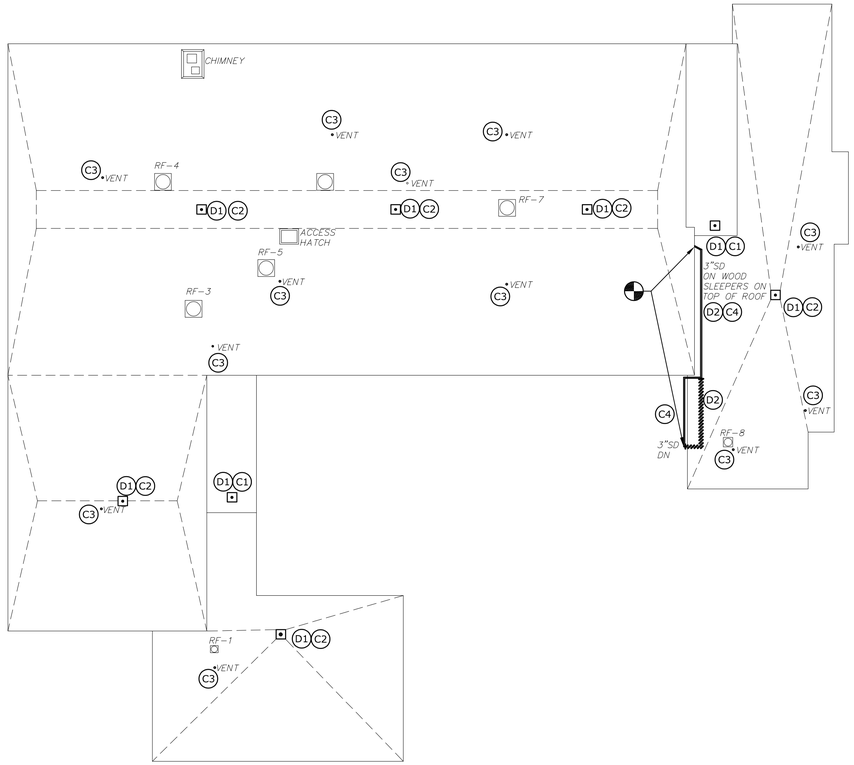
ROOF DETAILS - 2

SCALE: AS SHOWN

A-502

Minutes Acceptance: Minutes of Feb 21, 2023 7:45 PM (Reading of the Minutes)

Last Saved: 6/27/2022
Plotted: Oct 13, 2022 1:43pm By: ABS
Tighe & Bond J:\M\M1215\(026) Melrose\Drawings_Figures\AutoCAD\Hoover Elementary School\Sheet\M1215-026-HOOVER - A-501.dwg




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.

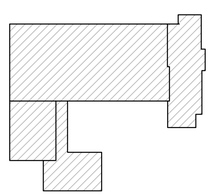
CONSTRUCTION KEY NOTES:

(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-ft$^2$-°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-ft$^2$-°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

0 8' 16' 32'
SCALE: 1/16"=1'-0"

Tighe&Bond

**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 - P-101.dwg |
| DRAWN BY: | JM |
| CHECKED: | MPW |
| APPROVED: | FJH, JPV |

PLUMBING ROOF PLAN

SCALE: AS SHOWN

P-101

Minutes Acceptance: Minutes of Feb 21, 2023 7:45 PM (Reading of the Minutes)

Last Saved: 6/23/2022
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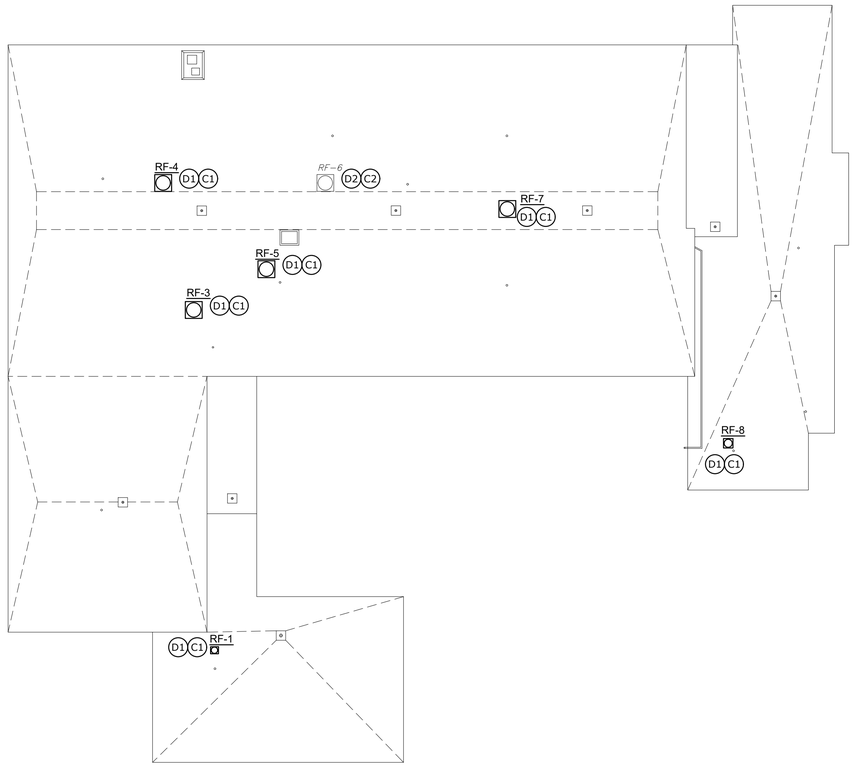
Tighe & Bond: J:\M\M1215\(026) Melrose\Drawings_Figures\AutoCAD\Hoover Elementary School\Sheet\M1215-026-HOOVER - P-101.dwg




## 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:

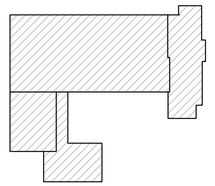
(C1) INSTALL NEW EXHAUST FAN ON CURB, RECONNECT AND SEAL TO EXISTING DUCTWORK. CONNECT FANS TO EXISTING CONTROLS AND BALANCE SYSTEMS TO MATCH SCHEDULED OR EXISTING AIRFLOWS. IF SCHEDULED AND EXISTING AIRFLOWS DIFFER, COORDINATE BALANCING VALUES WITH ENGINEER.

(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.

**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

0 8' 16' 32'
SCALE: 1/16"=1'-0"

Tighe&Bond

**SCHEMATIC DESIGN**
**NOT FOR CONSTRUCTION**

# Hoover Elementary School Roof Replacement Project

City Of Melrose

Melrose, Massachusetts

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| DRAWN BY: | JM |
| CHECKED: | MPW |
| APPROVED: | FJH, JPV |

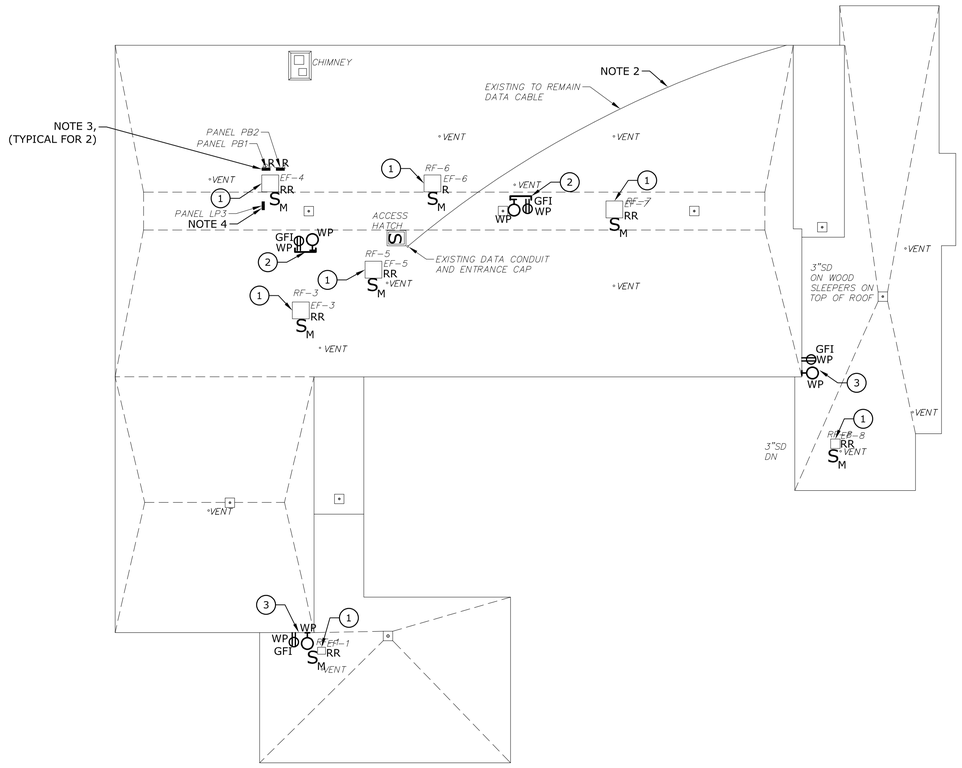
HVAC ROOF PLAN

SCALE: AS SHOWN

H-101

Minutes Acceptance: Minutes of Feb 21, 2023 7:45 PM (Reading of the Minutes)

Last Saved: 6/27/2022
Plotted: Oct 21, 2022 - 1:30pm By: ABS
Tighe & Bond J:\M\M1215\(026) Melrose\Drawings_Figures\AutoCAD\Hoover Elementary School\Sheet\M1215-026-HOOVER - H-101.dwg




**ELECTRICAL ROOF PLAN**
1/16" = 1'0"

## DEMOLITION LEGEND

"RR" EXISTING DEVICE TO BE REMOVED. EXISTING BRANCH CIRCUIT, WIRING AND CONDUIT SHALL BE UTILIZED FOR NEW EQUIPMENT IN EXACT LOCATION. MODIFY AND EXTEND WIRE AND CONDUIT AS REQUIRED. SEE GENERAL DEMO NOTES FOR ADDITIONAL INFORMATION.

"R" EXISTING DEVICE TO REMAIN ACTIVE AS-IS. SEE GENERAL DEMO NOTES FOR ADDITIONAL INFORMATION.

## RECEPTACLES

MOUNTED AT 18" AFF UNLESS OTHERWISE NOTED.
NUMBERS/LETTERS SHOWN BESIDE RECEPTACLES SHALL INDICATED THE FOLLOWING:
"GFI" INDICATES INTEGRAL GROUND FAULT INTERRUPTER.
"2" (NUMBER OR PANELBOARD NAME AND NUMBER) INDICATES POWER CIRCUIT NUMBER.

DUPLEX RECEPTACLE.

## POWER DISTRIBUTION EQUIPMENT

PANELBOARD, SURFACE MOUNTED

$S_M$ LOCKABLE MOTOR RATED TOGGLE SWITCH.
NUMBER OF POLES AS REQUIRED BY LOAD.

## GENERAL NOTES

1. 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 AND NEW MECHANICAL EQUIPMENT UPON THE RE-INSTALLATION BY HVAC CONTRACTOR. MODIFY AND EXTEND CONDUIT AND WIRE AS REQUIRED.
2. ALL CONDUIT AND CABLE RUNS ACROSS ROOF SHALL BE REMOVED AND REINSTALLED UPON COMPLETION OF ROOF (IF REMOVAL IS NOT ACCEPTABLE SECURE AND MAKE SAFE) 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.
3. PANELBOARDS SHOWN ARE LOCATED ON FIRST FLOOR.
4. PANELBOARD SHOWN ARE LOCATED ON SECOND FLOOR.
5. BOLD TEXT AND LINES INDICATE PROPOSED WORK, LIGHT TEXT AND LINES INDICATE APPROXIMATE EXISTING CONDITIONS.
6. PROVIDE TEMPORARY POWER AND EQUIPMENT AS REQUIRED TO KEEP SYSTEMS OPERATIONAL, SEE 23 09 93 FOR SEQUENCING AND SCHEDULING.
7. THE LOCATIONS OF EXISTING UTILITIES AND EQUIPMENT ARE APPROXIMATE. DETERMINE THE EXACT LOCATION OF EXISTING UTILITIES AND 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 ALL UTILITIES AND STRUCTURES.
8. PREVENT DUST FROM BECOMING A NUISANCE OR HAZARD. CONTROL DUST DURING AND AFTER CONSTRUCTION.

## GENERAL DEMOLITION NOTES

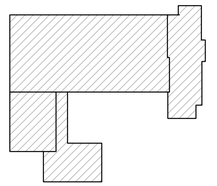
1. DEMOLITION SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR. DISCONNECT AND MAKE SAFE BRANCH CIRCUITS, FEEDERS, AS REQUIRED TO ACCOMPLISH THE NEW WORK AS SHOWN OR REASONABLY IMPLIED. THE CONTRACTOR SHALL REFER TO MECHANICAL DRAWINGS OF THIS SET TO DETERMINE THE EXTENT OF THE DEMOLITION WORK REQUIRED.
2. BRANCH CIRCUITS SERVING EXISTING DEVICES TO REMAIN AND EXISTING DEVICES TO BE REMOVED SHALL BE MAINTAINED AND RECONNECTED AS REQUIRED AFTER REMOVAL OF THE EXISTING DEVICES, AS NECESSARY TO ACCOMMODATE THE ALTERATIONS.
3. COORDINATE WITH THE ENGINEER, GENERAL, AND MECHANICAL CONTRACTORS FOR EXISTING EQUIPMENT TO BE DISCONNECTED AND REINSTALLED.
4. THE CONTRACTOR SHALL REMOVE ALL WIRING/CABLING NO LONGER IN USE FROM EXISTING CONDUITS. CONDUITS NO LONGER IN USE SHALL BE CUT BACK AS REQUIRED AND CAPPED.
5. REFER TO SPECIFICATIONS FOR ADDITIONAL DEMOLITION CRITERIA.
6. CONTRACTOR SHALL ASSUME MATERIALS TO BE DEMOLISHED ARE POSITIVE FOR HAZARDOUS MATERIALS AND DISPOSE OF AS NECESSARY IN ACCORDANCE WITH APPLICABLE REGULATIONS. REFER TO SPECIFICATIONS FOR MORE DETAILS.
7. OWNER RETAINS RIGHT OF FIRST REFUSAL FOR ALL ITEMS TO BE REMOVED OR DEMOLISHED. CONTRACTOR SHALL TAKE REASONABLE CARE TO AVOID DAMAGE TO ITEMS TO BE RETAINED BY OWNER. NO ADDITIONAL CHARGE WILL BE ALLOWED FOR REMOVAL OF SALVAGEABLE ITEMS.
8. PROPERLY DISPOSE OF DEMOLISHED EQUIPMENT IN COMPLIANCE WITH CODES, REGULATIONS, AND DEEP STANDARDS.

## ELECTRICAL KEY NOTES

(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.



**HOOVER KEYPLAN**
NO SCALE

0 8' 16' 32'
SCALE: 1/16"=1'-0"

Tighe&Bond

**SCHEMATIC DESIGN**
**NOT FOR CONSTRUCTION**

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Melrose, Massachusetts

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ELECTRICAL ROOF PLAN

SCALE: AS SHOWN

E-101

Minutes Acceptance: Minutes of Feb 21, 2023 7:45 PM (Reading of the Minutes)

Last Saved: 6/16/2022
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Tighe & Bond: J:\M\M1215\(026) Melrose\Drawings_Figures\AutoCAD\Hoover Elementary School\Sheet\M1215-026-HOOVER - E-101.dwg

# MSBA Accelerated Repair Program
# Horace Mann Elementary School
# Hoover Elementary School
# Roof Replacement project
## Melrose, MA

**Schematic Design Estimate**
**June 27, 2022**

**Tighe & Bond**

ELLANA
Construction Cost Consultants

198 North Washington St, #109, Boston MA 02114

Minutes Acceptance: Minutes of Feb 21, 2023 7:45 PM (Reading of the Minutes)

ELLANA Construction Cost Consultants

**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



Minutes Acceptance: Minutes of Feb 21, 2023 7:45 PM (Reading of the Minutes)

ELLANA Construction Cost Consultants

# 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 Feb 21, 2023 7:45 PM (Reading of the Minutes)

ELLANA Construction Cost Consultants

**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 | *Selective Demolition* | | | | | | |
| 3 | | *Roof Demolition* | | | | | | |
| 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 | *Hazardous Materials Assessment* | | | | | | |
| 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 | *Masonry Units* | | | | | | |
| 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 | *Structural Steel Framing* | | | | | | |
| 31 | | Structural improvements | 1 | ls | 150,000.00 | 150,000 | | |
| 32 | 053000 | *Metal Decking* | | | | | | |
| 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 | *Rough Carpentry* | | | | | | |
| 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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ELLANA Construction Cost Consultants

**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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ELLANA Construction Cost Consultants

**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 (≥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.

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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.

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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

APPENIDX 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:<br>- Existing conditions analysis (hazardous materials, structural, etc.)<br>- Explanation of proposed solution<br>- 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)<br>- 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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**Program Guidelines and Project Funding Agreement:**

| OPM | District | |
|---|---|---|
| X | X | 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. |
| X | X | 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. |
| X | X | 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. |
| X | X | 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. |
| X | X | 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. |
| X | X | 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. |
| X | X | 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. |

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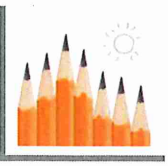

| | | |
|---|---|---|
| ☒ | ☒ | MSBA's Audit Department will review requests for reimbursement in the ProPay system of $50,000 or more. All reimbursement requests which are less than $50,000 will be returned to the district without review. All districts are encouraged to attend ProPay training conducted 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



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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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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.

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# 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.



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**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.



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# 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.



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- 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 ($Btu/hr \cdot ft^2 \cdot °F$) | Minimum R-Value ($°F \cdot ft^2 \cdot hr/Btu$) |
|---|---|---|
| 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.

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### 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.

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- 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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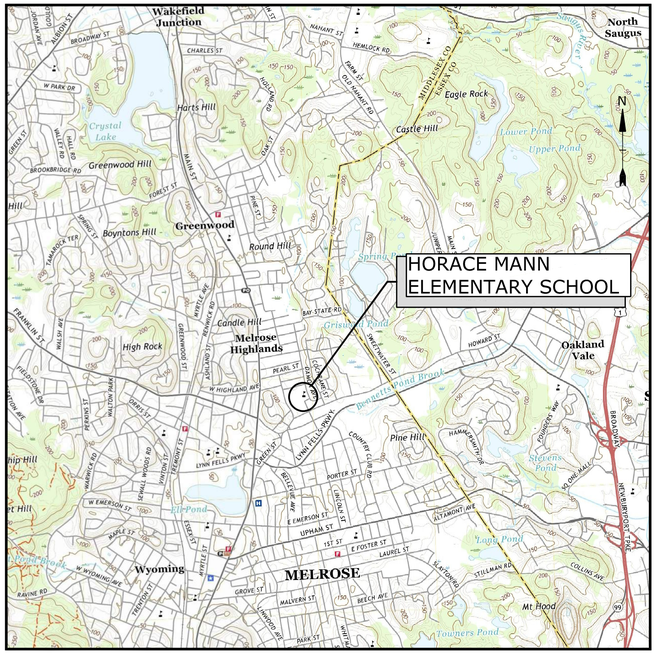
Minutes Acceptance: Minutes of Feb 21, 2023 7:45 PM (Reading of the Minutes)

# 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 |


HORACE MANN
ELEMENTARY SCHOOL
Wakefield Junction
North Saugus
Eagle Rock
Castle Hill
Harts Hill
Crystal Lake
Greenwood Hill
Greenwood
Boyntons Hill
Round Hill
Candle Hill
Melrose Highlands
High Rock
Oakland Vale
Pine Hill
Wyoming
MELROSE
Mt. Hood
Upper Pond
Lower Pond
Ell Pond
Yeager Pond
Towners Pond
Spring Pond
Green Pond
Mystic River
Mystic Valley Parkway
Broadway
Main St
Lebanon St
Franklin St
Lynn Fells Pkwy
Upham St
E Foster St
E Emerson St
W Emerson St
Laurel St
Howard St
Pearl St
Bay State Rd
Hemlock Rd
Middlesex Rd
Porter St
Grove St
Malvern St
Park St
Forest St
Broadway
Ravine Rd
Brookbridge Rd
W Wyoming Ave
Collins Ave
Stillman Rd
Yeaton St
Trenton St
Myrtle St
Essex St
Maple St
Green St
Lincoln St
Melrose Ave
Fellsmere Rd
Hillcrest Rd
Tamarack Ter
Franklin Ter
Freedom Rd
Melba Ave
Pleasant Ave
Willow Park
Warwick Rd
Sewall Wood Rd
Dell Park
Downing Rd
Dunn St
Oak St
Rand St
Old Highland Ave
W Highland Ave
Porter Club Dr
Hillcrest Ave
Fellsmere Rd
Hamilton Rd
Foundry Ave
Glen Rd
Beech Ave
Linwood Ave
Wilson Ave
Sylvan St
Sylvan Rd
Melrose Pond
Ell Pond
Wright Pond
Green Pond
Spring Pond
Towners Pond
Yeager Pond
Mt. Hood
Pine Hill
Hip Hill
Ravine Rd
Brookbridge Rd
Greenwood Hill
Harts Hill
Crystal Lake
Eagle Rock
Castle Hill
Lower Pond
Upper

**EXISTING ROOF OVER 1949 BUILDING**
NO SCALE
A
-

**EXISTING ROOF OVER 1949 BUILDING**
NO SCALE
B
-

**EXISTING EXHAUST FAN**
NO SCALE
C
-

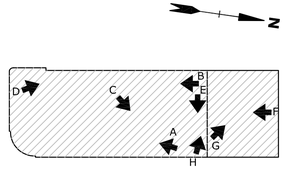
**EXISTING VENT PENETRATIONS**
NO SCALE
D
-

**EXPANSION JOINT BETWEEN ORIGINAL BUILDING AND 1955 ADDITION**
NO SCALE
E
-

**CHIMNEY AND EQUIPMENT ON 1955 ADDITION**
NO SCALE
F
-

**ROOF DRAINS ON 1955 ADDITION**
NO SCALE
G
-

**EXISTING CHIMNEY**
NO SCALE
H
-




**HORACE MANN KEYPLAN**
NO SCALE

LEGEND:

A PHOTOGRAPH LOCATION

Tighe&Bond

SCHEMATIC DESIGN
NOT FOR CONSTRUCTION

# Horace Mann Elementary School Roof Replacement Project

City Of Melrose

Melrose, Massachusetts

| MARK | DATE | DESCRIPTION |
|---|---|---|
| A | 06/20/2022 | SCHEMATIC DESIGN |

| | |
|---|---|
| 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

Minutes Acceptance: Minutes of Feb 21, 2023 7:45 PM (Reading of the Minutes)

Last Saved: 6/22/2022
Plotted On: Jun 22, 2022 - 8:04am By: AHoda
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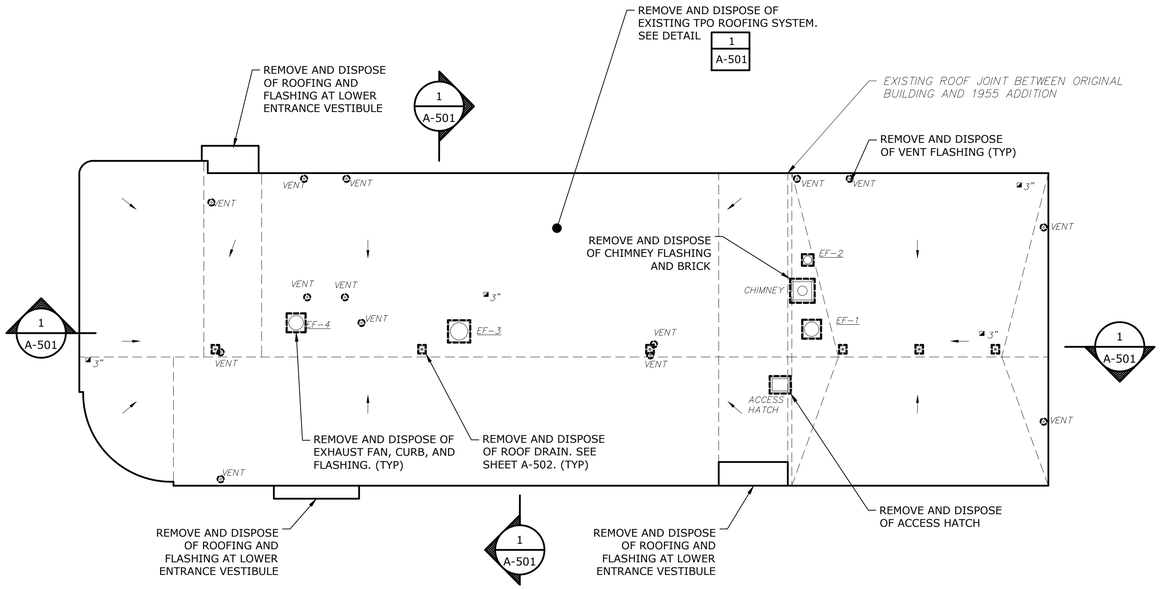
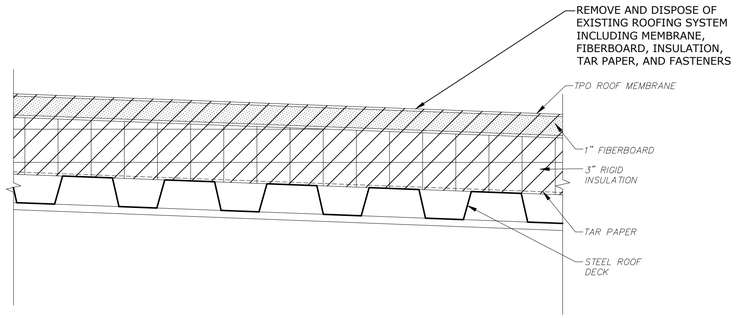



**TYPICAL EXISTING ROOF SECTION**

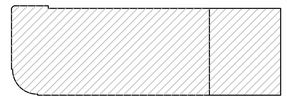
| DETAIL | 1 |
|---|---|
| 3" = 1'-0" | - |

## LEGEND

- ROOF DRAIN
- EXISTING VENT PIPE PENETRATION
- EXISTING ROOFTOP EXHAUST FAN/DUCT WITH CURB
- EXISTING ROOFTOP EQUIPMENT ON SLEEPERS
- — G — 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.



**HORACE MANN KEYPLAN**
NO SCALE

0 8' 16' 32'
SCALE: 1/16"=1'-0"

Tighe&Bond

**SCHEMATIC DESIGN**
**NOT FOR CONSTRUCTION**

# Horace Mann Elementary School Roof Replacement Project

City Of Melrose

Melrose, Massachusetts

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| FILE: | M1215-026-HORACE MANN - AD-101.dwg |
| DRAWN BY: | AH |
| CHECKED: | MPW |
| APPROVED: | JPV |

ROOF DEMOLITION PLAN

SCALE: 1/8"=1'-0"

AD-101

Minutes Acceptance: Minutes of Feb 21, 2023 7:45 PM (Reading of the Minutes)

Last Saved: 6/27/2022
Plotted: Jun 27, 2022 - 2:34pm By: ABS
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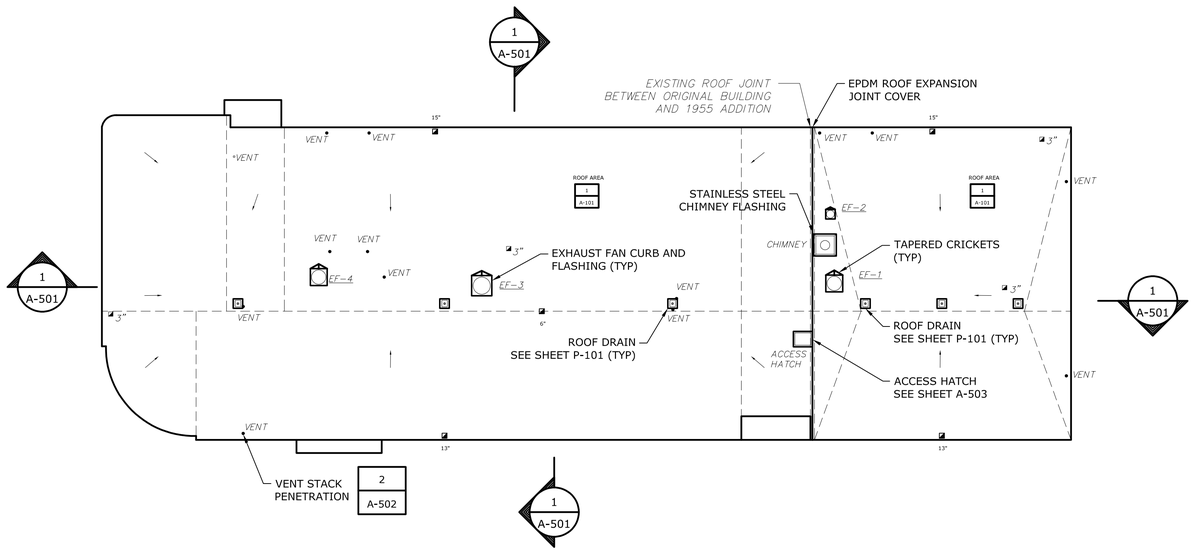
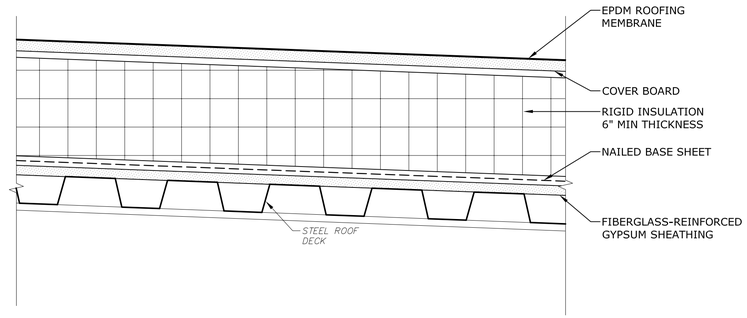



**TYPICAL PROPOSED ROOF SECTION**

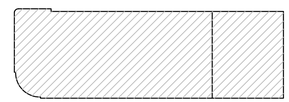
| DETAIL | 1 |
|---|---|
| 3" = 1'-0" | - |

## LEGEND

- ROOF DRAIN
- VENT PIPE PENETRATION
- ROOFTOP EXHAUST FAN/DUCT WITH CURB
- ROOFTOP EQUIPMENT ON SLEEPERS
- G — GAS PIPE ON PIPE SUPPORT
- GOOSENECK (INTAKE OR EXHAUST)
- EXHAUST CAP OR AIR INTAKE
- APPROXIMATE INSULATION THICKNESS
- ROOF SLOPE LINE
- 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.



**HORACE MANN KEYPLAN**
NO SCALE

0 8' 16' 32'
SCALE: 1/16"=1'-0"

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| DRAWN BY: | AH |
| CHECKED: | MPW |
| APPROVED: | JPV |

ROOF PLAN

SCALE: 1/8"=1'-0"

A-101

Minutes Acceptance: Minutes of Feb 21, 2023 7:45 PM (Reading of the Minutes)

Last Saved: 6/23/2022
Plotted: Jun 24, 2022 - 1:10pm By: AHoda
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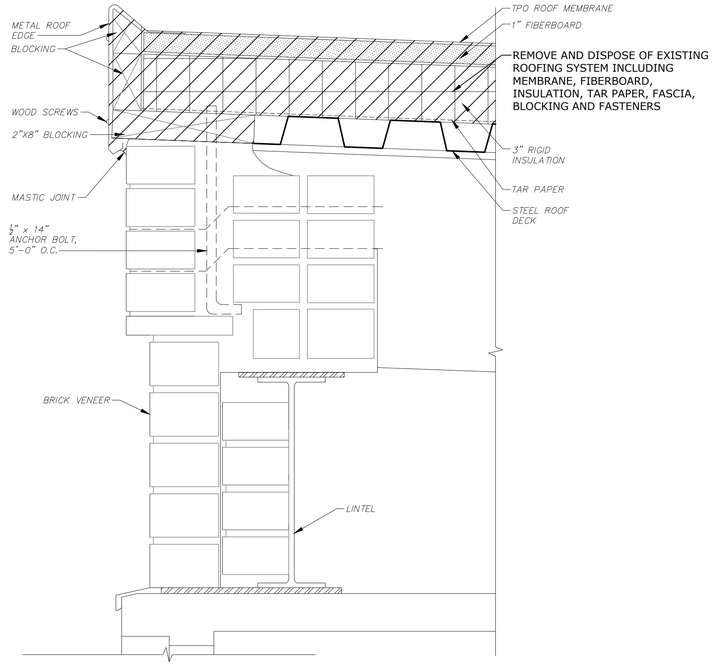


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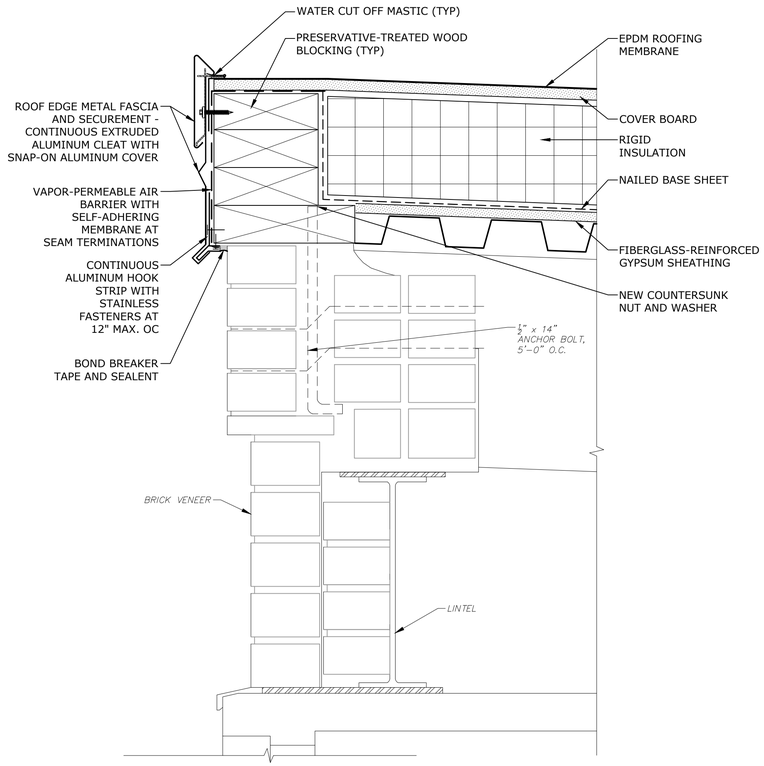


**PROPOSED**

**ROOF EDGE DETAIL**
3"=1'-0"

1
-

Tighe&Bond

**SCHEMATIC DESIGN**
**NOT FOR CONSTRUCTION**

# Horace Mann Elementary School Roof Replacement Project

City Of Melrose

Melrose, Massachusetts

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| | |
|---|---|
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| 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

Minutes Acceptance: Minutes of Feb 21, 2023 7:45 PM (Reading of the Minutes)

Last Saved: 6/27/2022
Plotted: Oct 17, 2022 2:29pm By: ABS
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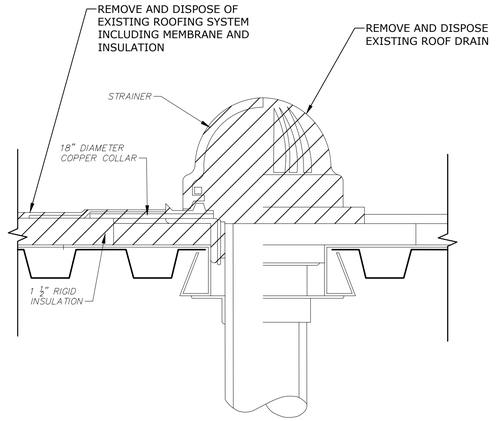



**EXISTING**



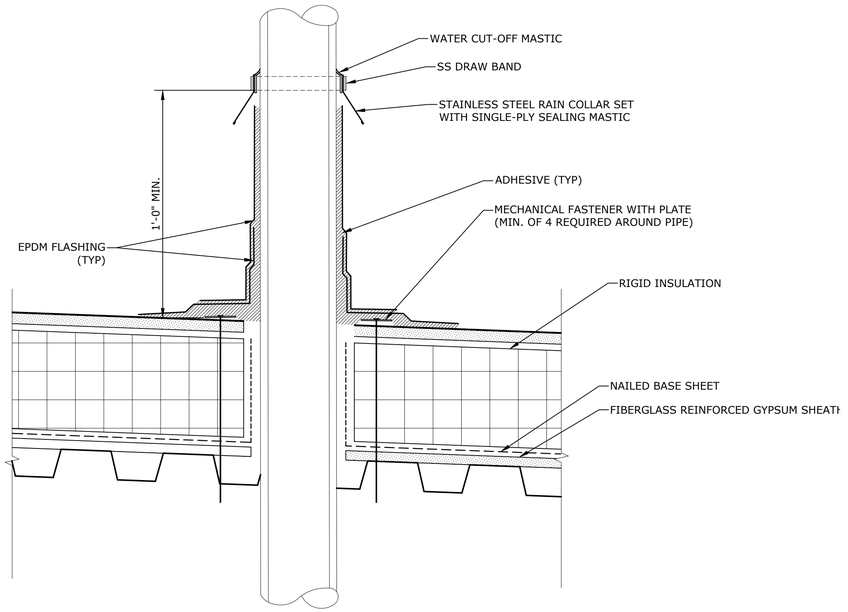

**NOTES**

1. SUMP MAY BE FIELD-FABRICATED FROM ½":12" TAPERED INSULATION OR PROVIDED AS A PREFABRICATED UNIT.

**PROPOSED**

**ROOF DRAIN DETAIL** 1 / -

3"=1'-0"




**VENT STACK DETAIL** 2 / -

3"=1'-0"

0 3" 6" 9"

SCALE: 3"=1'-0"

Tighe&Bond

SCHEMATIC DESIGN
NOT FOR CONSTRUCTION

# Horace Mann Elementary School Roof Replacement Project

City Of Melrose

Melrose, Massachusetts

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|---|---|
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| FILE: | M1215-026-HORACE MANN - A-501.dwg |
| DRAWN BY: | AH |
| CHECKED: | MPW |
| APPROVED: | JPV |

ROOF DETAILS - 2

SCALE: AS SHOWN

A-502

Minutes Acceptance: Minutes of Feb 21, 2023 7:45 PM (Reading of the Minutes)

Last Saved: 6/27/2022
Plotted: Jun 27, 2022 2:29pm By: ABS
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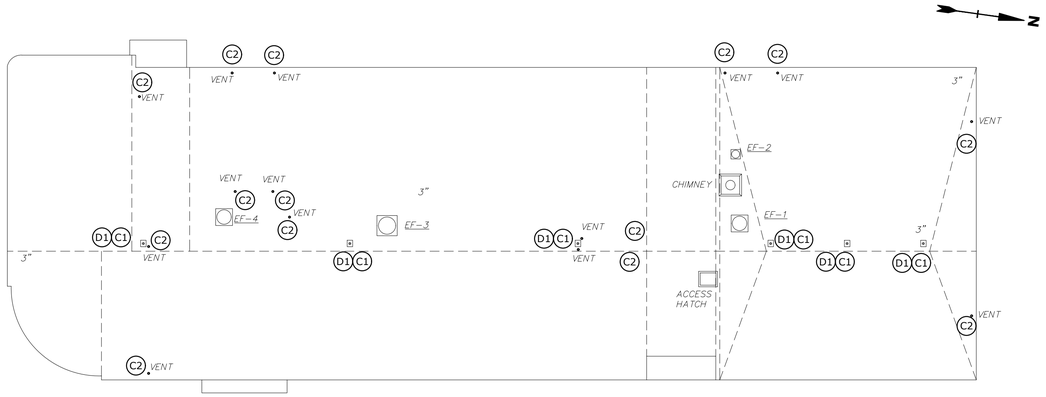



**PLUMBING ROOF DEMOLITION PLAN**
1/16" = 1'0"

LEGEND

- ACCESS HATCH
- ROOF DRAIN
- VENT PIPE PENETRATION

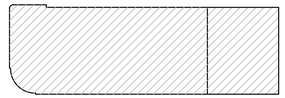
DEMOLITION KEY NOTES

(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-ft$^2$-°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"

Tighe&Bond

SCHEMATIC DESIGN
NOT FOR CONSTRUCTION

# Horace Mann Elementary School Roof Replacement Project

City Of Melrose

Melrose, Massachusetts

| MARK | DATE | DESCRIPTION |
|---|---|---|
| A | 06/20/2022 | SCHEMATIC DESIGN |

| | |
|---|---|
| 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 |

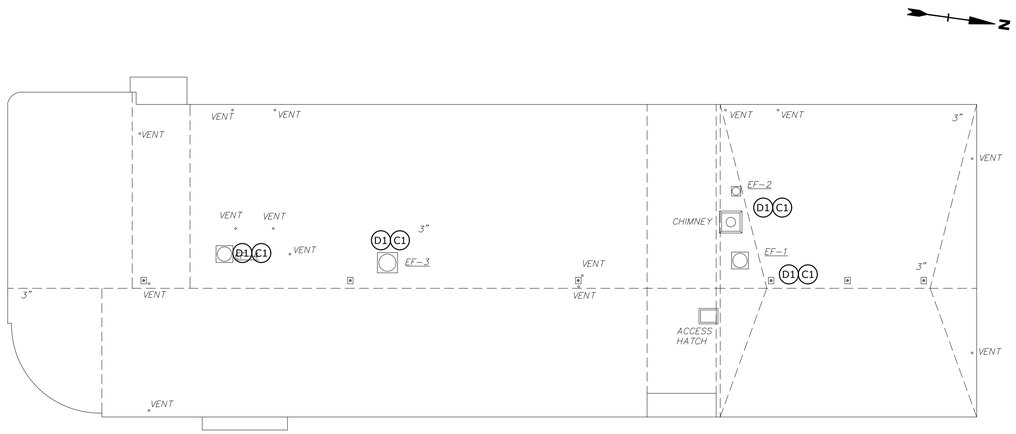
PLUMBING ROOF PLAN

SCALE: AS SHOWN

P-101

Minutes Acceptance: Minutes of Feb 21, 2023 7:45 PM (Reading of the Minutes)

Last Saved: 6/27/2022
Plotted On: Jun 27, 2022 - 2:42pm By: ABS
Tighe & Bond: J:\MM\1215\(026) Melrose\Drawings_Figures\AutoCAD\Horace Mann School\Sheet\M1215-026-HORACE MANN - P-101.dwg




LEGEND

ACCESS HATCH

EXHAUST FAN

## 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. ALL MATERIALS, METHODS AND EQUIPMENT INSTALLED MUST BE IN COMPLIANCE WITH PROJECT SPECIFICATIONS AND APPLICABLE CODES.

## DRAWING DEMOLITION NOTES:

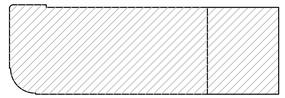
(D1) DISCONNECT, REMOVE, AND STORE EXHAUST FAN. PROVIDE TEMPORARY CAP OVER DUCT OPENING. DEMOLISH ROOF CURB. MEASURE AIRFLOW OF FAN PRIOR TO UNIT REMOVAL.

## 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.

## 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.



**HORACE MANN KEYPLAN**
NO SCALE

0 8' 16' 32'
SCALE: 1/16"=1'-0"

Tighe&Bond

**SCHEMATIC DESIGN**
**NOT FOR CONSTRUCTION**

# Horace Mann Elementary School Roof Replacement Project

City Of Melrose

Melrose, Massachusetts

| MARK | DATE | DESCRIPTION |
|---|---|---|
| A | 06/20/2022 | SCHEMATIC DESIGN |

| | |
|---|---|
| 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

Minutes Acceptance: Minutes of Feb 21, 2023 7:45 PM (Reading of the Minutes)

Last Saved: 6/27/2022
Plotted: Jun 27, 2022 - 2:43pm By: ABS
Tighe & Bond: J:\MM\1215\(026) Melrose\Drawings, Figures\AutoCAD\Horace Mann School\Sheet\M1215-026-HORACE MANN - H-101.dwg

## GENERAL NOTES:

1. DISCONNECT AND MAKE SAFE THE EXISTING MECHANICAL EQUIPMENT FOR REMOVAL BY HVAC CONTRACTOR. THE EXISTING FEEDER SHALL BE DE-ENEREGIZED 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.
2. 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.
3. COORDINATE ALL DEVICE LOCATIONS WITH GC AND/OR OWNER PRIOR TO COMMENCEMENT OF WORK.
4. 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.
5. ALL PANELBOARDS SHOWN ARE LOCATED ON THE BASEMENT FLOOR.

## DEMOLITION LEGEND

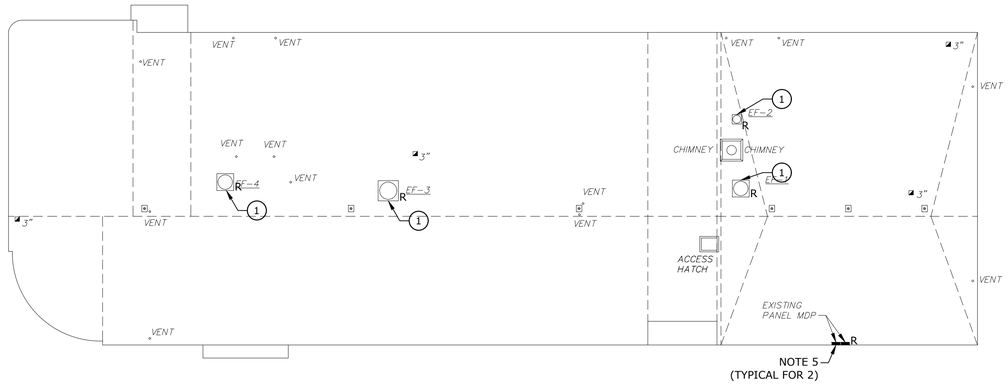
"R" EXISTING DEVICE TO REMAIN ACTIVE AS-IS. SEE GENERAL NOTES FOR ADDITIONAL INFORMATION.

## POWER DISTRIBUTION EQUIPMENT

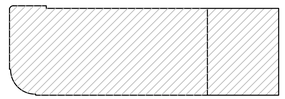
▭ PANELBOARD, SURFACE MOUNTED

## ELECTRICAL KEY NOTES:

(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 EQUIPMENT. SEE GENERAL NOTE 1. REFER TO HVAC DRAWINGS FOR DETAILS.




**ELECTRICAL ROOF PLAN**
1/16" = 1'0"



**HORACE MANN KEYPLAN**
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0 8' 16' 32'
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Tighe&Bond

SCHEMATIC DESIGN
NOT FOR CONSTRUCTION

# Horace Mann 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-HORACE MANN - E-101.dwg |
| DRAWN BY: | AH |
| CHECKED: | MPW |
| APPROVED: | FJH, JPV |

ELECTRICAL ROOF PLAN

SCALE: AS SHOWN

E-101

Minutes Acceptance: Minutes of Feb 21, 2023 7:45 PM (Reading of the Minutes)

Last Saved: 6/27/2022
Printed: June 27, 2022 2:43pm By: ABS
Tighe & Bond: J:\M\M1215\(026) Melrose\Drawings_Figures\AutoCAD\Horace Mann School\Sheet\M1215-026-HORACE MANN - E-101.dwg

# MSBA Accelerated Repair Program
# Horace Mann Elementary School
# Hoover Elementary School
# Roof Replacement project
## Melrose, MA

**Schematic Design Estimate**
**June 27, 2022**

**Tighe & Bond**

ELLANA
Construction Cost Consultants

198 North Washington St, #109, Boston MA 02114

Minutes Acceptance: Minutes of Feb 21, 2023 7:45 PM (Reading of the Minutes)

**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



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ELLANA Construction Cost Consultants

# 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 Feb 21, 2023 7:45 PM (Reading of the Minutes)

ELLANA Construction Cost Consultants

# 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 | *Selective Demolition* | | | | | | |
| 3 | | *Roof Demolition* | | | | | | |
| 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 | *Hazardous Materials Assessment* | | | | | | |
| 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 | *Structural Steel Framing* | | | | | | |
| 24 | | No work show in this section | | | | | | |
| 25 | 053000 | *Metal Decking* | | | | | | |
| 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 | *Rough Carpentry* | | | | | | |
| 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 | *Membrane Roofing* | | | | | | |
| 41 | | *New Construction* | | | | | | |
| 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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ELLANA Construction Cost Consultants

**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 | *Flashing and Sheet Metal* | | | | | | |
| 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 | *Roof Specialties* | | | | | | |
| 57 | | Access hatch | 1 | ea | 4,250.00 | 4,250 | | |
| 58 | | | | | | | | |
| 59 | 079100 | *Joint Sealants* | | | | | | |
| 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 | | | | | | | | |

Minutes Acceptance: Minutes of Feb 21, 2023 7:45 PM (Reading of the Minutes)

ELLANA Construction Cost Consultants

**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 | | | | | | | | |

Minutes Acceptance: Minutes of Feb 21, 2023 7:45 PM (Reading of the Minutes)

# 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 (≥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.

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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

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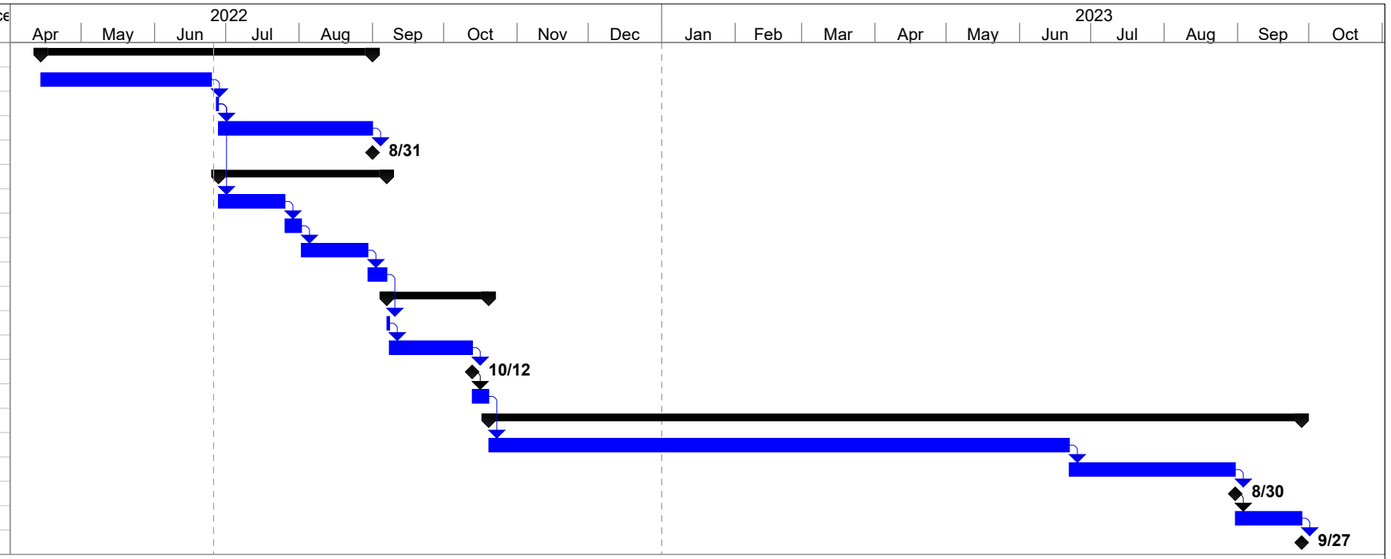
# EXHIBIT C
# PROJECT SCHEDULE
# CITY OF MELROSE
# HERBERT CLARK HOOVER ELEMENTARY SCHOOL AND
# HORACE MANN ELEMENTARY SCHOOL

Minutes Acceptance: Minutes of Feb 21, 2023 7:45 PM (Reading of the Minutes)

**PROJECT FUNDING AGREEMENT**

| ID | Task Name | Duration | Start | Finish | Predece |
|---|---|---|---|---|---|
| 1 | **Schematic Design Phase** | **100 days** | **Thu 4/14/22** | **Wed 8/31/22** | |
| 2 | Complete and finalize SD plans | 52 days | Thu 4/14/22 | Fri 6/24/22 | |
| 3 | Submit SD plans to MSBA | 1 day | Mon 6/27/22 | Mon 6/27/22 | 2 |
| 4 | MSBA review of SD plans | 47 days | Tue 6/28/22 | Wed 8/31/22 | 3 |
| 5 | MSBA Board of Directors approval of project | 0 days | Wed 8/31/22 | Wed 8/31/22 | 4 |
| 6 | **Construction Documents (at risk)** | **51 days** | **Tue 6/28/22** | **Tue 9/6/22** | |
| 7 | CD60 Documents complete | 20 days | Tue 6/28/22 | Mon 7/25/22 | 3 |
| 8 | Constructability Review CD60 | 5 days | Tue 7/26/22 | Mon 8/1/22 | 7 |
| 9 | CD100 Complete | 20 days | Tue 8/2/22 | Mon 8/29/22 | 8 |
| 10 | Constructability review of CD100 | 6 days | Tue 8/30/22 | Tue 9/6/22 | 9 |
| 11 | **Bidding Phase** | **31 days?** | **Wed 9/7/22** | **Wed 10/19/22** | |
| 12 | Advertise Project in Central Register | 1 day? | Wed 9/7/22 | Wed 9/7/22 | 10 |
| 13 | General contractor bids due | 25 days | Thu 9/8/22 | Wed 10/12/22 | 12 |
| 14 | City Funding Approval (with bids in hand) | 0 days | Wed 10/12/22 | Wed 10/12/22 | 13 |
| 15 | Contract award | 5 days | Thu 10/13/22 | Wed 10/19/22 | 14 |
| 16 | **Construction** | **245 days** | **Thu 10/20/22** | **Wed 9/27/23** | |
| 17 | Sumittals / procurement | 175 days | Thu 10/20/22 | Wed 6/21/23 | 15 |
| 18 | Construction | 50 days | Thu 6/22/23 | Wed 8/30/23 | 17 |
| 19 | Substantial completion | 0 days | Wed 8/30/23 | Wed 8/30/23 | 18 |
| 20 | Closeout | 20 days | Thu 8/31/23 | Wed 9/27/23 | 19 |
| 21 | Final Completion | 0 days | Wed 9/27/23 | Wed 9/27/23 | 20 |




VERTEX

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 | |



Minutes Acceptance: Minutes of Feb 21, 2023 7:45 PM (Reading of the Minutes)

| ID | Task Name | Duration | Start | Finish | Predece |
|---|---|---|---|---|---|
| 1 | **Schematic Design Phase** | **100 days** | **Thu 4/14/22** | **Wed 8/31/22** | |
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| 4 | MSBA review of SD plans | 47 days | Tue 6/28/22 | Wed 8/31/22 | 3 |
| 5 | MSBA Board of Directors approval of project | 0 days | Wed 8/31/22 | Wed 8/31/22 | 4 |
| 6 | **Construction Documents (at risk)** | **51 days** | **Tue 6/28/22** | **Tue 9/6/22** | |
| 7 | CD60 Documents complete | 20 days | Tue 6/28/22 | Mon 7/25/22 | 3 |
| 8 | Constructability Review CD60 | 5 days | Tue 7/26/22 | Mon 8/1/22 | 7 |
| 9 | CD100 Complete | 20 days | Tue 8/2/22 | Mon 8/29/22 | 8 |
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| 11 | **Bidding Phase** | **31 days?** | **Wed 9/7/22** | **Wed 10/19/22** | |
| 12 | Advertise Project in Central Register | 1 day? | Wed 9/7/22 | Wed 9/7/22 | 10 |
| 13 | General contractor bids due | 25 days | Thu 9/8/22 | Wed 10/12/22 | 12 |
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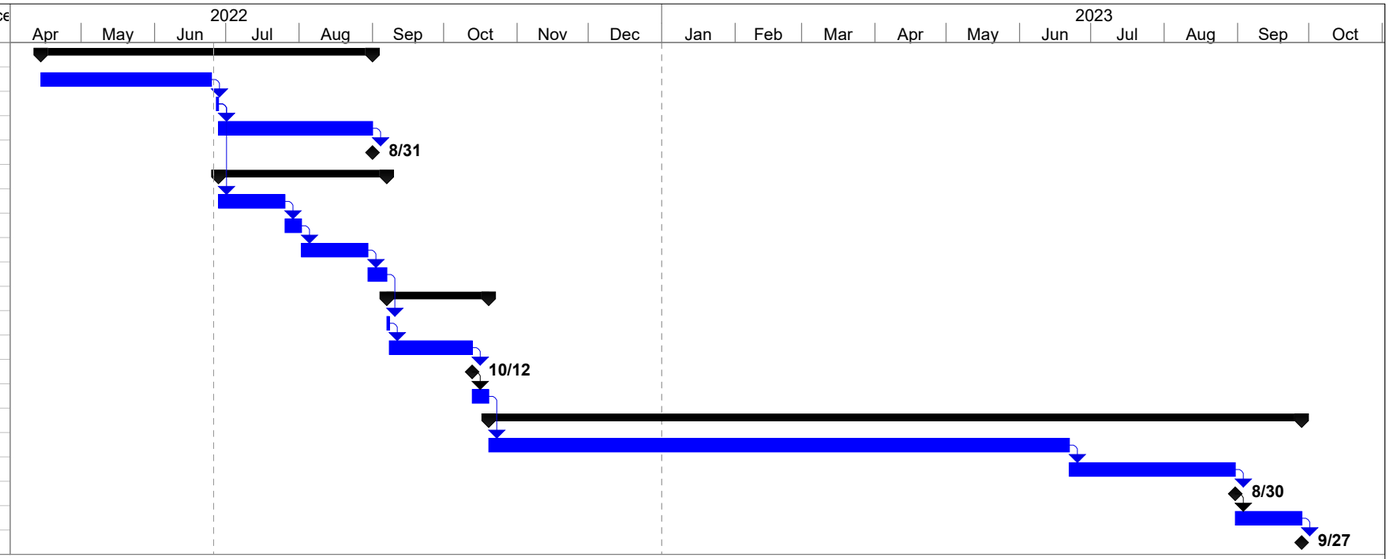
| 16 | **Construction** | **245 days** | **Thu 10/20/22** | **Wed 9/27/23** | |
| 17 | Sumittals / procurement | 175 days | Thu 10/20/22 | Wed 6/21/23 | 15 |
| 18 | Construction | 50 days | Thu 6/22/23 | Wed 8/30/23 | 17 |
| 19 | Substantial completion | 0 days | Wed 8/30/23 | Wed 8/30/23 | 18 |
| 20 | Closeout | 20 days | Thu 8/31/23 | Wed 9/27/23 | 19 |
| 21 | Final Completion | 0 days | Wed 9/27/23 | Wed 9/27/23 | 20 |




VERTEX

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 | |



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# EXHIBIT D
# CASH FLOW
# CITY OF MELROSE
# HERBERT CLARK HOOVER ELEMENTARY SCHOOL AND
# HORACE MANN ELEMENTARY SCHOOL

Minutes Acceptance: Minutes of Feb 21, 2023 7:45 PM (Reading of the Minutes)

**PROJECT FUNDING AGREEMENT**

| Melrose Public Schools<br>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<br>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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# 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 Feb 21, 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 & Property Damage | $1,000,000 each occurrence<br>$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:

Minutes Acceptance: Minutes of Feb 21, 2023 7:45 PM (Reading of the Minutes)

| | |
|---|---|
| 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<br>$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<br>$ 500,000 disease per employee<br>$ 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.**

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**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:

| Contract Price: | Limit of Liability: |
|---|---|
| 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.

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**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:

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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<br>$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<br>$ 500,000 disease per employee<br>$ 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:**

Minutes Acceptance: Minutes of Feb 21, 2023 7:45 PM (Reading of the Minutes)

**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. <u>Umbrella Coverage.</u>**

Minutes Acceptance: Minutes of Feb 21, 2023 7:45 PM (Reading of the Minutes)

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:

| Contract Price: | Limit of Liability: |
|---|---|
| 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 |
| $10,000,001and 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 Feb 21, 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**

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# EXHIBIT I
# REIMBURSEMENT RATE CERTIFICATION
# CITY OF MELROSE
# HERBERT CLARK HOOVER ELEMENTARY SCHOOL AND
# HORACE MANN ELEMENTARY SCHOOL

Minutes Acceptance: Minutes of Feb 21, 2023 7:45 PM (Reading of the Minutes)

# 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 Feb 21, 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 Feb 21, 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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| 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. | | | | |

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| CHART - 1 | | City of Melrose | | | |
|---|---|---|---|---|---|
| DRAFT | Ten Year General Fund Debt Plan Review | | | | |
| 11/7/2022 | | Department of Finance | | | |
| | Year | Net Debt | 5% Limit | Projected 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. | | | | |

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## 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

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**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

****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) |
| | | |
| | | |

Minutes Acceptance: Minutes of Feb 21, 2023 7:45 PM (Reading of the Minutes)

# 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

President of the Board of Aldermen

**APPROVED**

JUN 7 2006

MAYOR

Minutes Acceptance: Minutes of Feb 21, 2023 7:45 PM (Reading of the Minutes)

# CITY OF MELROSE

Melrose, 25 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

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

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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.

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CITY OF MELROSE
MELROSE CITY HALL
562 Main Street
Melrose, Massachusetts 02176

ROBERT J. DOLAN
*Mayor*

Telephone: (781) 979-44
Fax: (781) 662-21

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 | O | CORI | O |
| | Building | O | Health | O |
| | Wts. & Meas. | O | Police | O |
| **Rec'd** | Fire | O | CORI | O |
| | Building | O | Health | O |
| | Wts. & Meas. | O | Police | O |
| | Class II Bond | O | | |

Workers Comp Affidavit O

## CLAIMS

| | | | |
|---|---|---|---|
| Auditor | O | City Solicitor | O |
| Public Works | O | _____ | O |
| _____ | O | _____ | O |

emailed to department heads ●

Ordinances changes:

Mailed to General Code O

Copy to Book O

## APPOINTMENTS

Letter 0 Oath O

№ 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 | ☐ | Recommitted | ☐ |
| | | Null & Void | ☐ |

Ordained Roll Call 10 Yea O Nay

Mary Rita O'Shea
Clerk

| Aldermen | Yea | |
|---|---|---|
| Boisselle | — | |
| Brodeur | ✓ | |
| Buonopane | ✓ | |
| Conn | ✓ | |
| Forbes | ✓ | |
| Heavey | ✓ | |
| Mortimer | ✓ | |
| Seaboyer | ✓ | |
| Tramontozzi | ✓ | |
| Wright | ✓ | |
| Infurna, Pres. | ✓ | |
| TOTAL | 10 | 0 |

CITY OF MELROSE
TOWN OF MELROSE
EXPLORED 1629
CHARLESTOWN 1629
POND FEILDE 1638
MALDEN NORTH END
1649
INCORPORATED 1850
INCORPORATED 1900

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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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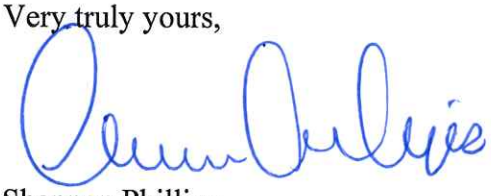
- Effective FY23 move all clerical jobs listed in Group 9 to Group 10 to the step closest to but higher than their current rate of pay. This was done to make the lowest paid union positions more competitive within the labor market and attract and retain employees.

**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

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| FY23 CLASSIFICATION PLAN<br>City of Melrose<br>Grade / Position |
|---|
| **6** |
| *No Positions Assigned* |
| **7** |
| *No Positions Assigned* |
| **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 |

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| FY23 CLASSIFICATION PLAN<br>City of Melrose<br>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** |
| *No Positions Assigned* |
| **23** |
| Chief Financial Officer and City Auditor |
| City Solicitor - Labor Counsel |
| Director of Public Works |

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# 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*

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# CITY OF MELROSE, MASSACHUSETTS

# COMPENSATION AND CLASSIFICATION STUDY
## Non-Union Positions

# FINAL REPORT

**April, 2022**

**HUMAN RESOURCES SERVICES, INC.**
***Management Consultants to Local Government***

*Nine Bartlet Street, Suite 186*
*Andover, Massachusetts 01810*
*www.hrsconsultinginc.com*

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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

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*

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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

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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.

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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.

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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

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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

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# 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.

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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

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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."

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## 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).

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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.

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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

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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

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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.

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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

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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 75$^{th}$ 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.

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## 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

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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

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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 75$^{th}$ 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.).

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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.

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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

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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.

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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.

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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.

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# 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 | 4 | 24.49 | 19.00 | 25.11 | 27.66 |
| | 21.50 | 5 | 31.24 | 35.44 | 31.20 | 35.44 |
| Animal Control Officer - PT | 24.47 | 4 | 21.68 | 14.00 | 21.92 | 24.43 |
| | 26.96 | 7 | 30.55 | 38.84 | 30.00 | 35.86 |
| Assistant Auditor | 36.95 | 6 | 31.90 | 23.91 | 31.05 | 34.82 |
| | 47.49 | 8 | 41.62 | 60.91 | 39.23 | 45.36 |
| Assistant City Clerk | 31.68 | 7 | 29.12 | 17.21 | 28.46 | 33.14 |
| | 40.71 | 10 | 35.88 | 55.88 | 34.29 | 35.33 |
| Assistant City Solicitor | 46.21 | 3 | 38.89 | 17.21 | 45.11 | 49.73 |
| | 59.39 | 4 | 51.61 | 78.53 | 52.34 | 72.78 |
| Assistant Director - DPW Administration and Finance | 52.02 | 5 | 38.72 | 22.60 | 42.66 | 45.10 |
| | 66.84 | 8 | 51.18 | 62.32 | 54.75 | 56.50 |
| Assistant Director of IT | 36.95 | 2 | 41.97 | 38.29 | 41.97 | 43.80 |
| | 47.49 | 2 | 54.80 | 59.06 | 54.80 | 56.93 |
| Assistant Director of Planning and Community Development | 31.03 | 2 | 43.62 | 42.66 | 43.62 | 44.10 |
| | 34.19 | 4 | 55.51 | 58.87 | 55.03 | 56.11 |
| Assistant Library Director/Head of Technical Services | 36.95 | 6 | 33.73 | 20.34 | 34.37 | 40.00 |
| | 47.49 | 7 | 43.25 | 60.91 | 39.93 | 49.73 |
| Assistant Parks Superintendent | not | 2 | 30.33 | 27.05 | 30.33 | 31.96 |
| *(Benchmark)* | on plan | 2 | 40.58 | 45.56 | 40.58 | 43.07 |
| Assistant to the Director of Inspectional Services | 25.93 | 4 | 28.67 | 19.72 | 30.54 | 31.95 |
| | 33.32 | 5 | 34.27 | 45.08 | 36.59 | 38.60 |
| Assistant Treasurer | 36.95 | 9 | 30.82 | 17.21 | 31.30 | 32.08 |
| | 47.49 | 10 | 39.39 | 55.88 | 38.35 | 40.59 |
| Building Systems Supervisor (HVAC Supervisor) - DPW | 34.47 | 5 | 31.37 | 25.84 | 32.67 | 34.58 |
| | 37.98 | 5 | 42.65 | 50.48 | 43.11 | 48.23 |
| Cemetery Administrator | 31.03 | 4 | 29.58 | 24.75 | 29.99 | 33.10 |
| | 34.19 | 5 | 39.24 | 48.02 | 38.05 | 45.02 |
| Chief Assessor | 48.05 | 7 | 41.46 | 27.99 | 41.67 | 45.16 |
| | 61.74 | 10 | 56.78 | 74.16 | 52.14 | 66.12 |
| Chief Financial Officer and City Auditor | 68.93 | 5 | 50.95 | 32.37 | 54.35 | 55.46 |
| | 87.69 | 8 | 66.72 | 78.53 | 67.03 | 74.13 |
| Chief of Police | contract | 5 | 61.52 | 50.53 | 59.78 | 68.88 |
| | 63.58 | 8 | 81.44 | 94.33 | 82.82 | 88.33 |
| City Clerk | 39.52 | 3 | 39.92 | 37.28 | 37.88 | 41.24 |
| | 50.78 | 8 | 49.17 | 66.39 | 47.65 | 50.97 |
| City Engineer | 45.76 | 6 | 43.81 | 30.31 | 45.21 | 48.03 |
| | 58.80 | 9 | 55.47 | 68.29 | 55.00 | 64.37 |

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| POSITION TITLE | Melrose Current | Comp Data Points | Comp Average | Comp Lo-Hi Range | Comp Median | 75th Percent of Market |
|---|---|---|---|---|---|---|
| City Planner | 40.21 | 3 | 36.17 | 33.15 | 34.44 | 37.68 |
| | 44.30 | 4 | 49.01 | 60.91 | 46.91 | 52.95 |
| City Solicitor - Labor Counsel | 65.03 | 4 | 55.14 | 29.33 | 57.62 | 63.84 |
| | 82.73 | 5 | 71.24 | 90.19 | 73.48 | 86.39 |
| Clerk of Committees | 30.80 | 1 | 35.64 | 35.64 | 35.64 | 35.64 |
| | 39.58 | 2 | 47.87 | 49.80 | 47.87 | 48.83 |
| Council on Aging Coordinator | 19.51 | 3 | 23.90 | 23.15 | 24.04 | 24.28 |
| | 21.50 | 4 | 25.78 | 29.94 | 25.95 | 28.01 |
| Council on Aging Director | 48.05 | 8 | 35.88 | 22.78 | 34.85 | 39.85 |
| | 61.74 | 8 | 45.75 | 60.91 | 42.58 | 53.70 |
| Communication and Community Outreach Coordinator | 31.63 | 3 | 30.70 | 21.29 | 32.93 | 35.41 |
| | 40.71 | 6 | 39.77 | 48.02 | 41.46 | 46.14 |
| Deputy City Engineer | 39.52 | 3 | 42.03 | 37.26 | 37.53 | 44.42 |
| | 50.78 | 4 | 56.95 | 69.69 | 54.11 | 59.33 |
| Director of Inspectional Services/Building Commissioner | 39.52 | 7 | 45.12 | 41.00 | 44.59 | 46.08 |
| | 50.78 | 9 | 56.68 | 78.53 | 53.04 | 65.32 |
| Director of Community Development and Planning | 48.05 | 7 | 45.75 | 29.33 | 47.26 | 49.15 |
| | 61.74 | 10 | 58.72 | 86.39 | 54.77 | 64.92 |
| Chief Information Officer (city and schools) / IT Director | 57.87 | 5 | 48.79 | 44.59 | 49.05 | 49.76 |
| | 73.63 | 8 | 64.71 | 85.11 | 65.15 | 67.36 |
| Director of Public Works | 68.93 | 7 | 54.25 | 30.31 | 54.58 | 61.54 |
| | 87.69 | 10 | 70.60 | 86.39 | 72.10 | 79.20 |
| Director of Strategic Initiatives and Communications (Mayor's Office) | 48.05 | 3 | 46.34 | 41.00 | 45.64 | 49.00 |
| | 61.74 | 3 | 64.71 | 82.03 | 59.06 | 70.54 |
| Energy Efficiency Manager | 28.47 | 2 | 32.10 | 29.42 | 32.10 | 33.44 |
| *Benchmark* | 31.37 | 3 | 41.99 | 45.01 | 41.71 | 43.36 |
| Executive Assistant to City Solicitor | 28.26 | 2 | 31.15 | 30.14 | 31.15 | 31.65 |
| | 36.31 | 2 | 41.39 | 41.61 | 41.39 | 41.50 |
| Executive Director - Melrose Contributory Retirement | 44.40 | 2 | 40.71 | 32.37 | 40.71 | 44.88 |
| | 48.91 | 3 | 57.97 | 70.88 | 57.30 | 64.09 |
| Executive Director Melrose Memorial Hall | 33.88 | 3 | 32.94 | 31.31 | 32.92 | 33.75 |
| | 43.54 | 3 | 44.11 | 50.48 | 44.27 | 47.38 |
| Executive Office Manager - Police | 26.12 | 2 | 30.93 | 30.48 | 30.93 | 31.15 |
| | 28.79 | 8 | 36.10 | 41.29 | 36.76 | 38.72 |
| Event Operations Assistant - Memorial Hall | 19.51 | 1 | 20.65 | 20.65 | 20.65 | 20.65 |
| | 21.50 | 1 | 28.98 | 28.98 | 28.98 | 28.98 |

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| 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 | 4 | 51.19 | 44.59 | 50.20 | 55.88 |
| | 58.80 | 7 | 63.46 | 86.39 | 59.92 | 68.50 |
| Finance Manager (Auditing) | 28.26 | 2 | 31.08 | 30.32 | 31.08 | 31.46 |
| | 36.31 | 3 | 40.28 | 46.51 | 39.80 | 43.15 |
| Finance Administrator - Fire Dept./Public Safety | 25.67 | 3 | 28.31 | 27.30 | 28.74 | 28.81 |
| | 32.99 | 3 | 36.27 | 37.93 | 35.44 | 36.68 |
| Financial Systems Analyst/Project Manager (Auditor/IT Depts.) | 39.52 | 4 | 43.88 | 31.37 | 46.54 | 50.58 |
| | 50.78 | 4 | 57.46 | 68.47 | 57.85 | 62.49 |
| Fire Chief | contract | 5 | 59.39 | 50.53 | 59.78 | 64.96 |
| | 66.27 | 8 | 73.94 | 86.39 | 73.87 | 77.58 |
| Health Director (Melrose is regional) | 61.35 | 6 | 36.18 | 23.91 | 36.84 | 39.97 |
| | 78.05 | 7 | 47.13 | 59.06 | 46.16 | 53.78 |
| Human Resources Assistant | 28.47 | 1 | 26.44 | 26.44 | 26.44 | 26.44 |
| | 31.37 | 2 | 35.63 | 36.27 | 35.63 | 35.95 |
| Human Resources Director | 48.05 | 7 | 41.82 | 26.71 | 41.67 | 46.82 |
| | 61.74 | 10 | 54.86 | 70.88 | 52.30 | 63.17 |
| Human Resources Benefits Coordinator | 36.95 | 7 | 29.58 | 17.21 | 29.31 | 32.69 |
| | 47.49 | 10 | 37.29 | 50.48 | 37.16 | 39.37 |
| Library Director | 36.59 | 7 | 43.20 | 25.35 | 44.59 | 48.06 |
| | 47.02 | 10 | 54.50 | 78.53 | 51.81 | 61.83 |
| Local Building Inspector (Certified) | 40.21 | 4 | 33.38 | 31.31 | 33.81 | 34.15 |
| | 44.30 | 7 | 40.21 | 50.48 | 40.39 | 42.71 |
| Milano Center Manager (COA) | 31.03 | 1 | 41.25 | 41.25 | 41.25 | 41.25 |
| | 34.19 | 1 | 54.84 | 54.84 | 54.84 | 54.84 |
| Operations Manager - DPW | 39.52 | 4 | 42.75 | 39.02 | 43.08 | 44.09 |
| | 50.78 | 6 | 51.68 | 58.09 | 51.66 | 56.60 |
| Program Coordinator - MA in MotionZBA Clerk | 28.47 | 1 | 25.38 | 25.38 | 25.38 | 25.38 |
| | 31.37 | 1 | 34.09 | 34.09 | 34.09 | 34.09 |
| Planning Coordinator & ZBA Clerk | 24.47 | 3 | 23.12 | 18.65 | 22.25 | 25.36 |
| | 26.96 | 3 | 29.85 | 34.15 | 30.25 | 32.20 |
| Plumbing and Gas Inspector | 28.47 | 5 | 28.83 | 19.95 | 28.46 | 32.93 |
| | 31.37 | 7 | 37.37 | 48.02 | 36.23 | 43.49 |
| Public Health Specialist | 34.47 | 2 | 35.90 | 33.61 | 35.90 | 37.05 |
| | 37.98 | 2 | 47.88 | 52.27 | 47.88 | 50.07 |
| Program Coordinator - Tobacco/Alcohol | 26.12 | 1 | 34.25 | 34.25 | 34.25 | 34.25 |
| | 28.78 | 1 | 46.91 | 46.91 | 46.91 | 46.91 |
| Project Engineer | 28.26 | 4 | 34.67 | 31.68 | 35.35 | 36.27 |
| | 36.31 | 6 | 43.86 | 53.61 | 43.05 | 46.60 |
| Recreation Coordinator | 26.12 | 7 | 25.39 | 17.21 | 24.52 | 28.84 |
| | 28.78 | 8 | 31.81 | 48.02 | 28.60 | 33.94 |

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| POSITION TITLE | Melrose Current | Comp Data Points | Comp Average | Comp Lo-Hi Range | Comp Median | 75th Percent of Market |
|---|---|---|---|---|---|---|
| Recreation Director | 45.76 | 7 | 38.00 | 26.71 | 37.77 | 41.29 |
| | 58.80 | 9 | 48.96 | 70.88 | 44.90 | 53.07 |
| Sealer of Weights and Measures | 31.92 | 2 | 31.85 | 30.77 | 31.85 | 32.39 |
| | 35.17 | 3 | 42.74 | 48.02 | 40.39 | 44.20 |
| Senior Planner | 40.21 | 5 | 33.29 | 28.01 | 34.43 | 34.78 |
| | 44.30 | 7 | 43.64 | 51.27 | 45.01 | 50.19 |
| Superintendent of Mount Hood - *Limited Data* | | | | | | |
| | 45.76 | 2 | 34.74 | 25.66 | 34.74 | 39.27 |
| | 58.80 | 2 | 47.56 | 60.47 | 47.56 | 54.01 |
| Superintendent of Parks | not on plan | 4 | 35.20 | 26.71 | 36.21 | 39.53 |
| | 29.12 | 5 | 41.90 | 49.77 | 39.80 | 45.02 |
| Sustainability Manager | 28.26 | 2 | 36.09 | 34.64 | 36.09 | 36.81 |
| | 36.31 | 2 | 51.34 | 55.88 | 51.34 | 53.61 |
| Systems Analyst IT (city/schools) - networks/databases | 30.80 | 3 | 40.97 | 34.43 | 42.66 | 44.24 |
| | 39.58 | 5 | 50.99 | 55.19 | 51.27 | 55.00 |
| Treasurer/Collector | 48.05 | 7 | 43.83 | 23.91 | 45.27 | 48.84 |
| | 61.74 | 9 | 58.05 | 78.53 | 56.17 | 66.39 |
| Veteran's Administrative Assistant/PT | 19.51 | 1 | 31.74 | 31.74 | 31.74 | 31.74 |
| | 21.50 | 2 | 36.34 | 42.56 | 36.34 | 39.45 |
| Veterans Services Director (Regional Position) | 39.81 | 6 | 28.35 | 19.95 | 28.23 | 31.23 |
| | 43.87 | 7 | 37.02 | 47.14 | 36.23 | 42.93 |
| Water-Sewer Administrator (Billing) | 30.80 | 3 | 24.94 | 21.29 | 23.75 | 26.77 |
| | 39.58 | 5 | 35.04 | 40.39 | 36.59 | 39.37 |
| Wiring Inspector | 31.92 | 6 | 30.87 | 19.95 | 30.70 | 34.32 |
| | 35.17 | 8 | 40.27 | 48.02 | 41.93 | 46.41 |

Minutes Acceptance: Minutes of Feb 21, 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 |
|---|---|---|---|---|---|---|
| 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 |

Minutes Acceptance: Minutes of Feb 21, 2023 7:45 PM (Reading of the Minutes)

# SALARY ASSESSOR®
Individual Job Report

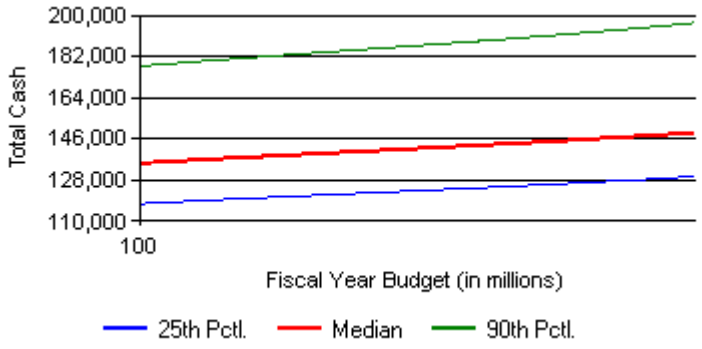
## Police Chief

### 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 Feb 21, 2023 7:45 PM (Reading of the Minutes)

# SALARY ASSESSOR®
Individual Job Report

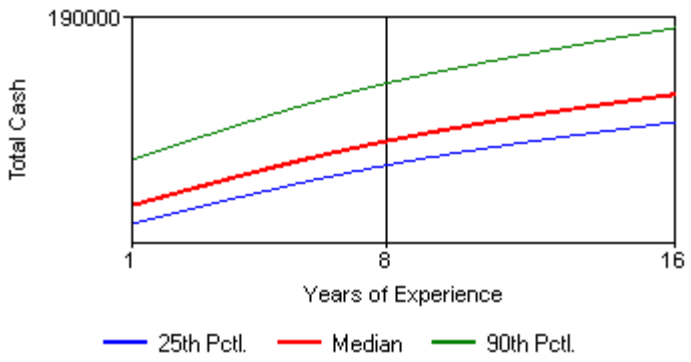
## Fire Chief

### 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 Feb 21, 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/Stipends | 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 M |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | | | | | | | | | | | | | |
| 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 Feb 21, 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/Stipends | 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 M |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 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 Feb 21, 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/Stipends | 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 M |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 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 has 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 salart progression than the currrent plan.

9. Report produced 11/3/22 by the Auditor and HR depts.

Minutes Acceptance: Minutes of Feb 21, 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?

Minutes Acceptance: Minutes of Feb 21, 2023 7:45 PM (Reading of the Minutes)

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 |

Minutes Acceptance: Minutes of Feb 21, 2023 7:45 PM (Reading of the Minutes)

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.

Minutes Acceptance: Minutes of Feb 21, 2023 7:45 PM (Reading of the Minutes)

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.

Minutes Acceptance: Minutes of Feb 21, 2023 7:45 PM (Reading of the Minutes)

## 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 would'nt 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 is'nt 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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Minutes Acceptance: Minutes of Feb 21, 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; Jamaleddine, 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 Feb 21, 2023 7:45 PM (Reading of the Minutes)

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## 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 Feb 21, 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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| | | |
|---|---|---|
| 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) |
| | | |
| | | |

Minutes Acceptance: Minutes of Feb 21, 2023 7:45 PM (Reading of the Minutes)

# 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

President of the Board of Aldermen

**APPROVED**

JUN - 7 2006

MAYOR

Minutes Acceptance: Minutes of Feb 21, 2023 7:45 PM (Reading of the Minutes)

# CITY OF MELROSE

Melrose, 25 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

Robert A. Boisselle *Chairman*

Minutes Acceptance: Minutes of Feb 21, 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 Feb 21, 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.

Minutes Acceptance: Minutes of Feb 21, 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) 979-44
Fax: (781) 662-21


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 Feb 21, 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 | O | CORI | O |
| | Building | O | Health | O |
| | Wts. & Meas. | O | Police | O |
| **Rec'd** | Fire | O | CORI | O |
| | Building | O | Health | O |
| | Wts. & Meas. | O | Police | O |
| | Class II Bond | O | | |

Workers Comp Affidavit O

## CLAIMS

| | | | |
|---|---|---|---|
| Auditor | O | City Solicitor | O |
| Public Works | O | _____ | O |
| _____ | O | _____ | O |

emailed to department heads ●

Ordinances changes:

Mailed to General Code O

Copy to Book O

## APPOINTMENTS

Letter 0 Oath O

№ 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 | ☐ | Recommitted | ☐ |
| | | Null & Void | ☐ |

Ordained Roll Call 10 Yea O Nay

Mary Rita O'Shea
Clerk

| Aldermen | Yea | |
|---|---|---|
| Boisselle | — | |
| Brodeur | ✓ | |
| Buonopane | ✓ | |
| Conn | ✓ | |
| Forbes | ✓ | |
| Heavey | ✓ | |
| Mortimer | ✓ | |
| Seaboyer | ✓ | |
| Tramontozzi | ✓ | |
| Wright | ✓ | |
| Infurna, Pres. | ✓ | |
| TOTAL | 10 | 0 |

CITY OF MELROSE
TOWN OF MELROSE
EXPLORED 1629
CHARLESTOWN 1629
POND FEILDE 1638
MALDEN NORTH END
1649
INCORPORATED 1850
INCORPORATED 1900

Minutes Acceptance: Minutes of Feb 21, 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**

Minutes Acceptance: Minutes of Feb 21, 2023 7:45 PM (Reading of the Minutes)

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.

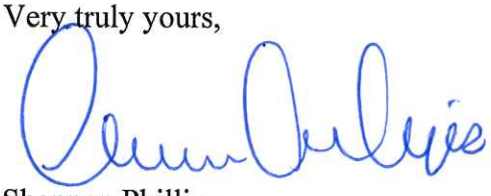
- Effective FY23 move all clerical jobs listed in Group 9 to Group 10 to the step closest to but higher than their current rate of pay. This was done to make the lowest paid union positions more competitive within the labor market and attract and retain employees.

**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

Minutes Acceptance: Minutes of Feb 21, 2023 7:45 PM (Reading of the Minutes)

| FY23 CLASSIFICATION PLAN<br>City of Melrose<br>Grade / Position |
|---|
| **6** |
| *No Positions Assigned* |
| **7** |
| *No Positions Assigned* |
| **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 |

Minutes Acceptance: Minutes of Feb 21, 2023 7:45 PM (Reading of the Minutes)

| FY23 CLASSIFICATION PLAN<br>City of Melrose<br>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** |
| *No Positions Assigned* |
| **23** |
| Chief Financial Officer and City Auditor |
| City Solicitor - Labor Counsel |
| Director of Public Works |

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# 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*

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# CITY OF MELROSE, MASSACHUSETTS

# COMPENSATION AND CLASSIFICATION STUDY
## Non-Union Positions

# FINAL REPORT

**April, 2022**

**HUMAN RESOURCES SERVICES, INC.**
***Management Consultants to Local Government***

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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

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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## 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

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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.

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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.

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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

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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

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# 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.

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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

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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."

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## 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).

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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.

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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

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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

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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.

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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

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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 75$^{th}$ 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.

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## 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

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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

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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 75$^{th}$ 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.).

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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.

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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

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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.

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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.

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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.

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# 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 | 4 | 24.49 | 19.00 | 25.11 | 27.66 |
| | 21.50 | 5 | 31.24 | 35.44 | 31.20 | 35.44 |
| Animal Control Officer - PT | 24.47 | 4 | 21.68 | 14.00 | 21.92 | 24.43 |
| | 26.96 | 7 | 30.55 | 38.84 | 30.00 | 35.86 |
| Assistant Auditor | 36.95 | 6 | 31.90 | 23.91 | 31.05 | 34.82 |
| | 47.49 | 8 | 41.62 | 60.91 | 39.23 | 45.36 |
| Assistant City Clerk | 31.68 | 7 | 29.12 | 17.21 | 28.46 | 33.14 |
| | 40.71 | 10 | 35.88 | 55.88 | 34.29 | 35.33 |
| Assistant City Solicitor | 46.21 | 3 | 38.89 | 17.21 | 45.11 | 49.73 |
| | 59.39 | 4 | 51.61 | 78.53 | 52.34 | 72.78 |
| Assistant Director - DPW Administration and Finance | 52.02 | 5 | 38.72 | 22.60 | 42.66 | 45.10 |
| | 66.84 | 8 | 51.18 | 62.32 | 54.75 | 56.50 |
| Assistant Director of IT | 36.95 | 2 | 41.97 | 38.29 | 41.97 | 43.80 |
| | 47.49 | 2 | 54.80 | 59.06 | 54.80 | 56.93 |
| Assistant Director of Planning and Community Development | 31.03 | 2 | 43.62 | 42.66 | 43.62 | 44.10 |
| | 34.19 | 4 | 55.51 | 58.87 | 55.03 | 56.11 |
| Assistant Library Director/Head of Technical Services | 36.95 | 6 | 33.73 | 20.34 | 34.37 | 40.00 |
| | 47.49 | 7 | 43.25 | 60.91 | 39.93 | 49.73 |
| Assistant Parks Superintendent | not | 2 | 30.33 | 27.05 | 30.33 | 31.96 |
| *(Benchmark)* | on plan | 2 | 40.58 | 45.56 | 40.58 | 43.07 |
| Assistant to the Director of Inspectional Services | 25.93 | 4 | 28.67 | 19.72 | 30.54 | 31.95 |
| | 33.32 | 5 | 34.27 | 45.08 | 36.59 | 38.60 |
| Assistant Treasurer | 36.95 | 9 | 30.82 | 17.21 | 31.30 | 32.08 |
| | 47.49 | 10 | 39.39 | 55.88 | 38.35 | 40.59 |
| Building Systems Supervisor (HVAC Supervisor) - DPW | 34.47 | 5 | 31.37 | 25.84 | 32.67 | 34.58 |
| | 37.98 | 5 | 42.65 | 50.48 | 43.11 | 48.23 |
| Cemetery Administrator | 31.03 | 4 | 29.58 | 24.75 | 29.99 | 33.10 |
| | 34.19 | 5 | 39.24 | 48.02 | 38.05 | 45.02 |
| Chief Assessor | 48.05 | 7 | 41.46 | 27.99 | 41.67 | 45.16 |
| | 61.74 | 10 | 56.78 | 74.16 | 52.14 | 66.12 |
| Chief Financial Officer and City Auditor | 68.93 | 5 | 50.95 | 32.37 | 54.35 | 55.46 |
| | 87.69 | 8 | 66.72 | 78.53 | 67.03 | 74.13 |
| Chief of Police | contract | 5 | 61.52 | 50.53 | 59.78 | 68.88 |
| | 63.58 | 8 | 81.44 | 94.33 | 82.82 | 88.33 |
| City Clerk | 39.52 | 3 | 39.92 | 37.28 | 37.88 | 41.24 |
| | 50.78 | 8 | 49.17 | 66.39 | 47.65 | 50.97 |
| City Engineer | 45.76 | 6 | 43.81 | 30.31 | 45.21 | 48.03 |
| | 58.80 | 9 | 55.47 | 68.29 | 55.00 | 64.37 |

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| POSITION TITLE | Melrose Current | Comp Data Points | Comp Average | Comp Lo-Hi Range | Comp Median | 75th Percent of Market |
|---|---|---|---|---|---|---|
| City Planner | 40.21 | 3 | 36.17 | 33.15 | 34.44 | 37.68 |
| | 44.30 | 4 | 49.01 | 60.91 | 46.91 | 52.95 |
| City Solicitor - Labor Counsel | 65.03 | 4 | 55.14 | 29.33 | 57.62 | 63.84 |
| | 82.73 | 5 | 71.24 | 90.19 | 73.48 | 86.39 |
| Clerk of Committees | 30.80 | 1 | 35.64 | 35.64 | 35.64 | 35.64 |
| | 39.58 | 2 | 47.87 | 49.80 | 47.87 | 48.83 |
| Council on Aging Coordinator | 19.51 | 3 | 23.90 | 23.15 | 24.04 | 24.28 |
| | 21.50 | 4 | 25.78 | 29.94 | 25.95 | 28.01 |
| Council on Aging Director | 48.05 | 8 | 35.88 | 22.78 | 34.85 | 39.85 |
| | 61.74 | 8 | 45.75 | 60.91 | 42.58 | 53.70 |
| Communication and Community Outreach Coordinator | 31.63 | 3 | 30.70 | 21.29 | 32.93 | 35.41 |
| | 40.71 | 6 | 39.77 | 48.02 | 41.46 | 46.14 |
| Deputy City Engineer | 39.52 | 3 | 42.03 | 37.26 | 37.53 | 44.42 |
| | 50.78 | 4 | 56.95 | 69.69 | 54.11 | 59.33 |
| Director of Inspectional Services/Building Commissioner | 39.52 | 7 | 45.12 | 41.00 | 44.59 | 46.08 |
| | 50.78 | 9 | 56.68 | 78.53 | 53.04 | 65.32 |
| Director of Community Development and Planning | 48.05 | 7 | 45.75 | 29.33 | 47.26 | 49.15 |
| | 61.74 | 10 | 58.72 | 86.39 | 54.77 | 64.92 |
| Chief Information Officer (city and schools) / IT Director | 57.87 | 5 | 48.79 | 44.59 | 49.05 | 49.76 |
| | 73.63 | 8 | 64.71 | 85.11 | 65.15 | 67.36 |
| Director of Public Works | 68.93 | 7 | 54.25 | 30.31 | 54.58 | 61.54 |
| | 87.69 | 10 | 70.60 | 86.39 | 72.10 | 79.20 |
| Director of Strategic Initiatives and Communications (Mayor's Office) | 48.05 | 3 | 46.34 | 41.00 | 45.64 | 49.00 |
| | 61.74 | 3 | 64.71 | 82.03 | 59.06 | 70.54 |
| Energy Efficiency Manager | 28.47 | 2 | 32.10 | 29.42 | 32.10 | 33.44 |
| *Benchmark* | 31.37 | 3 | 41.99 | 45.01 | 41.71 | 43.36 |
| Executive Assistant to City Solicitor | 28.26 | 2 | 31.15 | 30.14 | 31.15 | 31.65 |
| | 36.31 | 2 | 41.39 | 41.61 | 41.39 | 41.50 |
| Executive Director - Melrose Contributory Retirement | 44.40 | 2 | 40.71 | 32.37 | 40.71 | 44.88 |
| | 48.91 | 3 | 57.97 | 70.88 | 57.30 | 64.09 |
| Executive Director Melrose Memorial Hall | 33.88 | 3 | 32.94 | 31.31 | 32.92 | 33.75 |
| | 43.54 | 3 | 44.11 | 50.48 | 44.27 | 47.38 |
| Executive Office Manager - Police | 26.12 | 2 | 30.93 | 30.48 | 30.93 | 31.15 |
| | 28.79 | 8 | 36.10 | 41.29 | 36.76 | 38.72 |
| Event Operations Assistant - Memorial Hall | 19.51 | 1 | 20.65 | 20.65 | 20.65 | 20.65 |
| | 21.50 | 1 | 28.98 | 28.98 | 28.98 | 28.98 |

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| 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 | 4 | 51.19 | 44.59 | 50.20 | 55.88 |
| | 58.80 | 7 | 63.46 | 86.39 | 59.92 | 68.50 |
| Finance Manager (Auditing) | 28.26 | 2 | 31.08 | 30.32 | 31.08 | 31.46 |
| | 36.31 | 3 | 40.28 | 46.51 | 39.80 | 43.15 |
| Finance Administrator - Fire Dept./Public Safety | 25.67 | 3 | 28.31 | 27.30 | 28.74 | 28.81 |
| | 32.99 | 3 | 36.27 | 37.93 | 35.44 | 36.68 |
| Financial Systems Analyst/Project Manager (Auditor/IT Depts.) | 39.52 | 4 | 43.88 | 31.37 | 46.54 | 50.58 |
| | 50.78 | 4 | 57.46 | 68.47 | 57.85 | 62.49 |
| Fire Chief | contract | 5 | 59.39 | 50.53 | 59.78 | 64.96 |
| | 66.27 | 8 | 73.94 | 86.39 | 73.87 | 77.58 |
| Health Director (Melrose is regional) | 61.35 | 6 | 36.18 | 23.91 | 36.84 | 39.97 |
| | 78.05 | 7 | 47.13 | 59.06 | 46.16 | 53.78 |
| Human Resources Assistant | 28.47 | 1 | 26.44 | 26.44 | 26.44 | 26.44 |
| | 31.37 | 2 | 35.63 | 36.27 | 35.63 | 35.95 |
| Human Resources Director | 48.05 | 7 | 41.82 | 26.71 | 41.67 | 46.82 |
| | 61.74 | 10 | 54.86 | 70.88 | 52.30 | 63.17 |
| Human Resources Benefits Coordinator | 36.95 | 7 | 29.58 | 17.21 | 29.31 | 32.69 |
| | 47.49 | 10 | 37.29 | 50.48 | 37.16 | 39.37 |
| Library Director | 36.59 | 7 | 43.20 | 25.35 | 44.59 | 48.06 |
| | 47.02 | 10 | 54.50 | 78.53 | 51.81 | 61.83 |
| Local Building Inspector (Certified) | 40.21 | 4 | 33.38 | 31.31 | 33.81 | 34.15 |
| | 44.30 | 7 | 40.21 | 50.48 | 40.39 | 42.71 |
| Milano Center Manager (COA) | 31.03 | 1 | 41.25 | 41.25 | 41.25 | 41.25 |
| | 34.19 | 1 | 54.84 | 54.84 | 54.84 | 54.84 |
| Operations Manager - DPW | 39.52 | 4 | 42.75 | 39.02 | 43.08 | 44.09 |
| | 50.78 | 6 | 51.68 | 58.09 | 51.66 | 56.60 |
| Program Coordinator - MA in MotionZBA Clerk | 28.47 | 1 | 25.38 | 25.38 | 25.38 | 25.38 |
| | 31.37 | 1 | 34.09 | 34.09 | 34.09 | 34.09 |
| Planning Coordinator & ZBA Clerk | 24.47 | 3 | 23.12 | 18.65 | 22.25 | 25.36 |
| | 26.96 | 3 | 29.85 | 34.15 | 30.25 | 32.20 |
| Plumbing and Gas Inspector | 28.47 | 5 | 28.83 | 19.95 | 28.46 | 32.93 |
| | 31.37 | 7 | 37.37 | 48.02 | 36.23 | 43.49 |
| Public Health Specialist | 34.47 | 2 | 35.90 | 33.61 | 35.90 | 37.05 |
| | 37.98 | 2 | 47.88 | 52.27 | 47.88 | 50.07 |
| Program Coordinator - Tobacco/Alcohol | 26.12 | 1 | 34.25 | 34.25 | 34.25 | 34.25 |
| | 28.78 | 1 | 46.91 | 46.91 | 46.91 | 46.91 |
| Project Engineer | 28.26 | 4 | 34.67 | 31.68 | 35.35 | 36.27 |
| | 36.31 | 6 | 43.86 | 53.61 | 43.05 | 46.60 |
| Recreation Coordinator | 26.12 | 7 | 25.39 | 17.21 | 24.52 | 28.84 |
| | 28.78 | 8 | 31.81 | 48.02 | 28.60 | 33.94 |

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| POSITION TITLE | Melrose Current | Comp Data Points | Comp Average | Comp Lo-Hi Range | Comp Median | 75th Percent of Market |
|---|---|---|---|---|---|---|
| Recreation Director | 45.76 | 7 | 38.00 | 26.71 | 37.77 | 41.29 |
| | 58.80 | 9 | 48.96 | 70.88 | 44.90 | 53.07 |
| Sealer of Weights and Measures | 31.92 | 2 | 31.85 | 30.77 | 31.85 | 32.39 |
| | 35.17 | 3 | 42.74 | 48.02 | 40.39 | 44.20 |
| Senior Planner | 40.21 | 5 | 33.29 | 28.01 | 34.43 | 34.78 |
| | 44.30 | 7 | 43.64 | 51.27 | 45.01 | 50.19 |
| Superintendent of Mount Hood - *Limited Data* | | | | | | |
| | 45.76 | 2 | 34.74 | 25.66 | 34.74 | 39.27 |
| | 58.80 | 2 | 47.56 | 60.47 | 47.56 | 54.01 |
| Superintendent of Parks | not on plan | 4 | 35.20 | 26.71 | 36.21 | 39.53 |
| | 29.12 | 5 | 41.90 | 49.77 | 39.80 | 45.02 |
| Sustainability Manager | 28.26 | 2 | 36.09 | 34.64 | 36.09 | 36.81 |
| | 36.31 | 2 | 51.34 | 55.88 | 51.34 | 53.61 |
| Systems Analyst IT (city/schools) - networks/databases | 30.80 | 3 | 40.97 | 34.43 | 42.66 | 44.24 |
| | 39.58 | 5 | 50.99 | 55.19 | 51.27 | 55.00 |
| Treasurer/Collector | 48.05 | 7 | 43.83 | 23.91 | 45.27 | 48.84 |
| | 61.74 | 9 | 58.05 | 78.53 | 56.17 | 66.39 |
| Veteran's Administrative Assistant/PT | 19.51 | 1 | 31.74 | 31.74 | 31.74 | 31.74 |
| | 21.50 | 2 | 36.34 | 42.56 | 36.34 | 39.45 |
| Veterans Services Director (Regional Position) | 39.81 | 6 | 28.35 | 19.95 | 28.23 | 31.23 |
| | 43.87 | 7 | 37.02 | 47.14 | 36.23 | 42.93 |
| Water-Sewer Administrator (Billing) | 30.80 | 3 | 24.94 | 21.29 | 23.75 | 26.77 |
| | 39.58 | 5 | 35.04 | 40.39 | 36.59 | 39.37 |
| Wiring Inspector | 31.92 | 6 | 30.87 | 19.95 | 30.70 | 34.32 |
| | 35.17 | 8 | 40.27 | 48.02 | 41.93 | 46.41 |

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| POSITION TITLE | Melrose Current | Comp Data Points | Comp Average | Comp Lo-Hi Range | Comp Median | 75th Percent of Market |
|---|---|---|---|---|---|---|
| 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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# SALARY ASSESSOR®
Individual Job Report

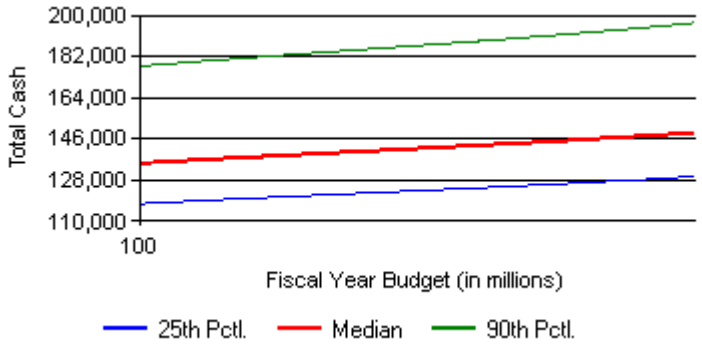
## Police Chief

### 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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# SALARY ASSESSOR®
Individual Job Report

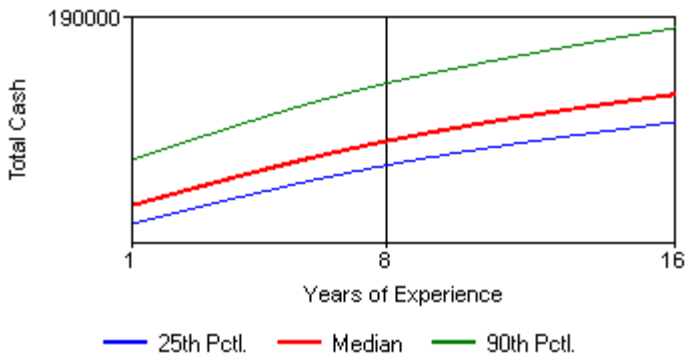
## Fire Chief

### 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.

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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/Stipends | 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 M |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | | | | | | | | | | | | | |
| 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 Feb 21, 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/Stipends | 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 M |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 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/Stipends | 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 M |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 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 has 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 salart progression than the currrent 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?

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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 |

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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.

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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.

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## 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 would'nt 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 is'nt 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 Feb 21, 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; Jamaleddine, 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.

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- 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.

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- 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

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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.

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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*

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*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 disorder[3]. 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 toolkits[4]. 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.

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[1] CBD: What You Need to Know (cdc.gov)

[2] Cannabidiol (CBD): What we know and what we don't - Harvard Health

[3] Mental Health - The Health Effects of Cannabis and Cannabinoids - NCBI Bookshelf (nih.gov)

[4] Cannabis Awareness & Prevention Toolkit | Cannabis Awareness and Prevention Toolkit | Stanford Medicine



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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) data[5] 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 p[7]. 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.

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[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



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- 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<br>$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 |

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| | | |
|---|---|---|
| Advertising | $1,500 | Advertising |
| **TOTAL** | **$150,202** | |

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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

# 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.

| | Current listing | Updated listing |
|---|---|---|
| Business Name (If applicable) | Limo Connect | |
| Applicant Name | SAID TAZGUI | |
| Business Address | 70 East Wyoming Ave #1 | |
| Mailing Address | 70 East Wyoming Ave #1 Melrose, MA, 02176 | |
| Name of Manager | SAID TAZGUI | |
| Location cars will be garaged | Same address | |
| Telephone Number of Owner | 6173350460 mssika16@Hotmail.com | |
| Email Address of Owner (required) | | |
| 24 hour Emergency Contact info | SAID TAZGUI 6173350460 | |

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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 a 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_____

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

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

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

Insurance Company Name: PROGRESSIVE

Insurer's Address: 70 East Wyoming Ave # 1

City/State/Zip: Melrose, MA, 02176

Policy # or Self-ins. Lic. # 007030455 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: Said Date: 11-10-2022

Phone #: 617 335 0460

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## 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: Limo Connect

Located at: 70 East Wyoming Ave #1 Melrose 02176

Expiration date: **April 30, 2024**

**Approval:** Capt J Gibson **Date:** 11/10/22

**Melrose Fire Department Captain J. Gibson (781-665-0500)**

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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: Limo 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:** [signature] **Date:** 11/10/2022

MA Reg - LV 85958 OLD

ma Reg LV A4167 NEW



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## SEALER OF WEIGHTS AND MEASURERS

## REPORT OF INVESTIGATION – RELATIVE TO RENEWAL FOR

Renewal Class: **APR**

License ID# 2022-68

License Fee: **$75**

Business Name: Limo Connect

Located at: 70 East Wyoming Ave #1 Melrose, 02176

Expiration date:

**Approval:** _____ **Date:** 11/15/22

**Melrose Building Department (781-979-4135)**

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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

# 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: SAID 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.*

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REGISTRY OF MOTOR VEHICLES

# CERTIFICATE OF REGISTRATION

M.G.L. Chapter 90 Section 24B makes it a crime to alter this Certificate
MASSACHUSETTS DEPARTMENT OF TRANSPORTATION

| EXTERNAL CODE | REGISTRATION TYPE | PLATE NUMBER | EFFECTIVE DATE | TITLE NUMBER | EXPIRES ON | |
|---|---|---|---|---|---|---|
| LVN | Livery Normal | LVA4167 | 21-Oct-2022 | | EXPIRES ON | 31-Jul-2024 |

| MODEL YEAR | MAKE | MODEL | MODEL NUMBER | BODY STYLE | COLOR | VEHICLE IDENTIFICATION NUMBER |
|---|---|---|---|---|---|---|
| 2021 | CHEV | SUBURBAN | | SUV | BLACK | 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

MAXIMUM SEATING CAPACITY FOR VEHICLES FOR HIRE

7

LESSEE/IN CUSTODY OF

Colleen J. Ogilvie Registrar of Motor Vehicles

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.

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# CERTIFICATE OF LIABILITY INSURANCE

DATE (M 10/21/2022

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 | CONTACT NAME: CARL MANSOUR |
|---|---|
| MANSOUR INSURANC10<br>380 PLEASANT ST, STE 11<br>MALDEN MA 02148 | PHONE (A/C, No, Ext): 978-278-5339 FAX (A/C, No): 978-587-3706<br>E-MAIL ADDRESS: MANSOURINSURANCE@GMAIL.COM |
| | INSURER(S) AFFORDING COVERAGE / NAIC # |
| | INSURER A : PROGRESSIVE INSURANCE |
| INSURED<br>LIMO CONNECT INC/<br>SAID TAZGUI<br>70 E WYOMING AVE #1<br>MELROSE MA 02176 | 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 | | | | | | EACH OCCURRENCE | $ |
| | ☐ COMMERCIAL GENERAL LIABILITY | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) | $ |
| | ☐ CLAIMS-MADE ☐ OCCUR | | | | | | MED EXP (Any one person) | $ |
| | | | | | | | PERSONAL & ADV INJURY | $ |
| | | | | | | | GENERAL AGGREGATE | $ |
| | GEN'L AGGREGATE LIMIT APPLIES PER: | | | | | | PRODUCTS - COMP/OP AGG | $ |
| | ☐ POLICY ☐ PRO-JECT ☐ LOC | | | | | | | $ |
| | AUTOMOBILE LIABILITY | | | | | | COMBINED SINGLE LIMIT (Ea accident) | $ 10000 |
| | ☒ ANY AUTO | | | | | | BODILY INJURY (Per person) | $ |
| | ☐ ALL OWNED AUTOS ☒ SCHEDULED AUTOS | X | | 00703045 | 10/20/2022 | 10/20/2023 | BODILY INJURY (Per accident) | $ |
| | ☐ HIRED AUTOS ☐ NON-OWNED AUTOS | | | | | | PROPERTY DAMAGE (Per accident) | $ |
| | | | | | | | | $ |
| | ☐ UMBRELLA LIAB ☐ OCCUR | | | | | | EACH OCCURRENCE | $ |
| | ☐ EXCESS LIAB ☐ CLAIMS-MADE | | | | | | AGGREGATE | $ |
| | ☐ DED ☐ RETENTION $ | | | | | | | $ |
| | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N | | | | | | WC STATU-TORY LIMITS ☐ OTH-ER | |
| | ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ N / A | | | | | | E.L. EACH ACCIDENT | $ |
| | (Mandatory in NH) | | | | | | E.L. DISEASE - EA EMPLOYEE | $ |
| | If yes, describe under DESCRIPTION OF OPERATIONS below | | | | | | 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 |
|---|---|
| CERTIFICATE HOLDER | SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFOR THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED I ACCORDANCE WITH THE POLICY PROVISIONS. |
| | AUTHORIZED REPRESENTATIVE<br>CARL MANSOUR |

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Minutes Acceptance: Minutes of Feb 21, 2023 7:45 PM (Reading of the Minutes)

melrosekind

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 ♥

Minutes Acceptance: Minutes of Feb 21, 2023 7:45 PM (Reading of the Minutes)

# Emily Anderson, P.E.

106 E Foster Street
Melrose, MA 02176
[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 Feb 21, 2023 7:45 PM (Reading of the Minutes)

# Emily Anderson, P.E.

106 E Foster Stre
Melrose, MA 021[illegible]

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

Minutes Acceptance: Minutes of Feb 21, 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
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 Feb 21, 2023 7:45 PM (Reading of the Minutes)

# CITY OF MELROSE

**CITY COUNCIL**

**MINUTES● NOVEMBER 28, 2022**

**Web-based remote meeting** **Special Meeting** **7:04 PM**
**, Melrose, MA 02176**

## 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 Jamaleddine | 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, Jamaleddine, 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

Minutes Acceptance: Minutes of Feb 21, 2023 7:45 PM (Reading of the Minutes)

*From:* Appropriations & Oversight Committee OUGHT TO PASS

| | |
|---|---|
| **RESULT:** | **ADOPTED [UNANIMOUS]** |
| **MOVER:** | Mark Garipay, Ward 4 |
| **SECONDER:** | Jack Eccles, At-Large |
| **AYES:** | Eccles, Garipay, Grigoraitis, Jamaleddine, 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, Jamaleddine, Karamcheti, MacMaster, Migliorelli, Obremski, Stewart, Williams, Cinella |
| **ABSENT:** | Jen Grigoraitis |

Minutes Acceptance: Minutes of Feb 21, 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

**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 Feb 21, 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 Feb 21, 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

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## 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****

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CITY OF MELROSE

PAUL BRODEUR
*Mayor*

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.

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# 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

Minutes Acceptance: Minutes of Feb 21, 2023 7:45 PM (Reading of the Minutes)

# PROPERTY ASSESSMENT / TAX RATE PROCESS

**January 1**
Property Valuation Process begins

**January 1 – June 30**
Values adjusted to reflect changes due to new construction, alterations, demolitions, etc.

**July 1**
Start of Fiscal Year

**July – November**
Assessors finalize values and Submit to Dept. of Revenue (DOR)

Assessors receive Certification of Values and New Growth from DOR

City Council holds Public Hearing(s) for Property Tax Classification and votes on allocating the tax levy

DOR Approves the Tax Rate

**December**
Tax Rate is applied to Assessed Values and Actual Tax bills are mailed

Minutes Acceptance: Minutes of Feb 21, 2023 7:45 PM (Reading of the Minutes)

# 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)

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# 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**

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# 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)

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# 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

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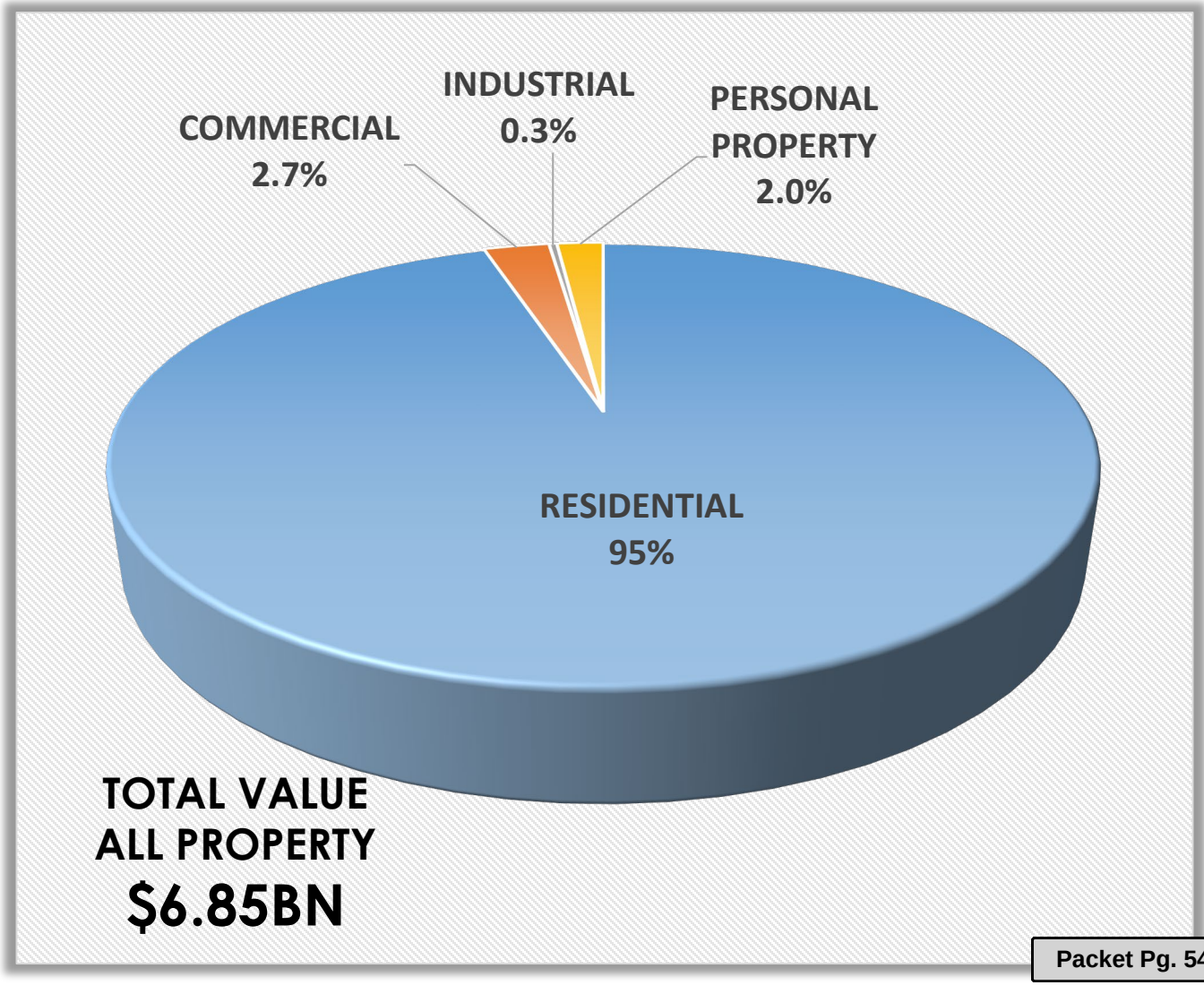
# FISCAL YEAR 2023 VALUE BY CLASS

| | 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 |

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# 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** |

$$\frac{\text{FY 2023 Property Tax Levy}}{\text{FY 2023 Total Taxable Value}} = \frac{74,011,551}{6,856,830,240} = .0179384$$

= **$10.79 + $.02 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.

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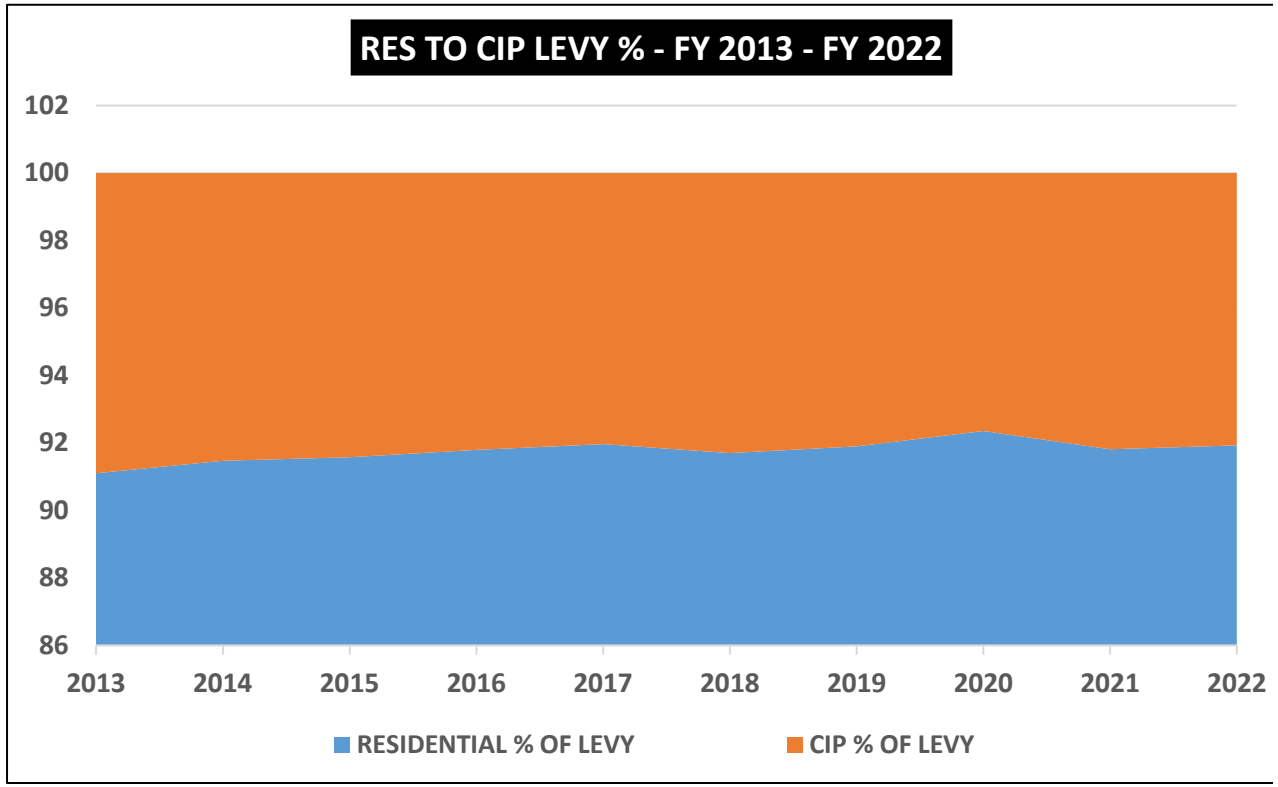
# HISTORICAL LEVY PERCENTAGE BY CLASS

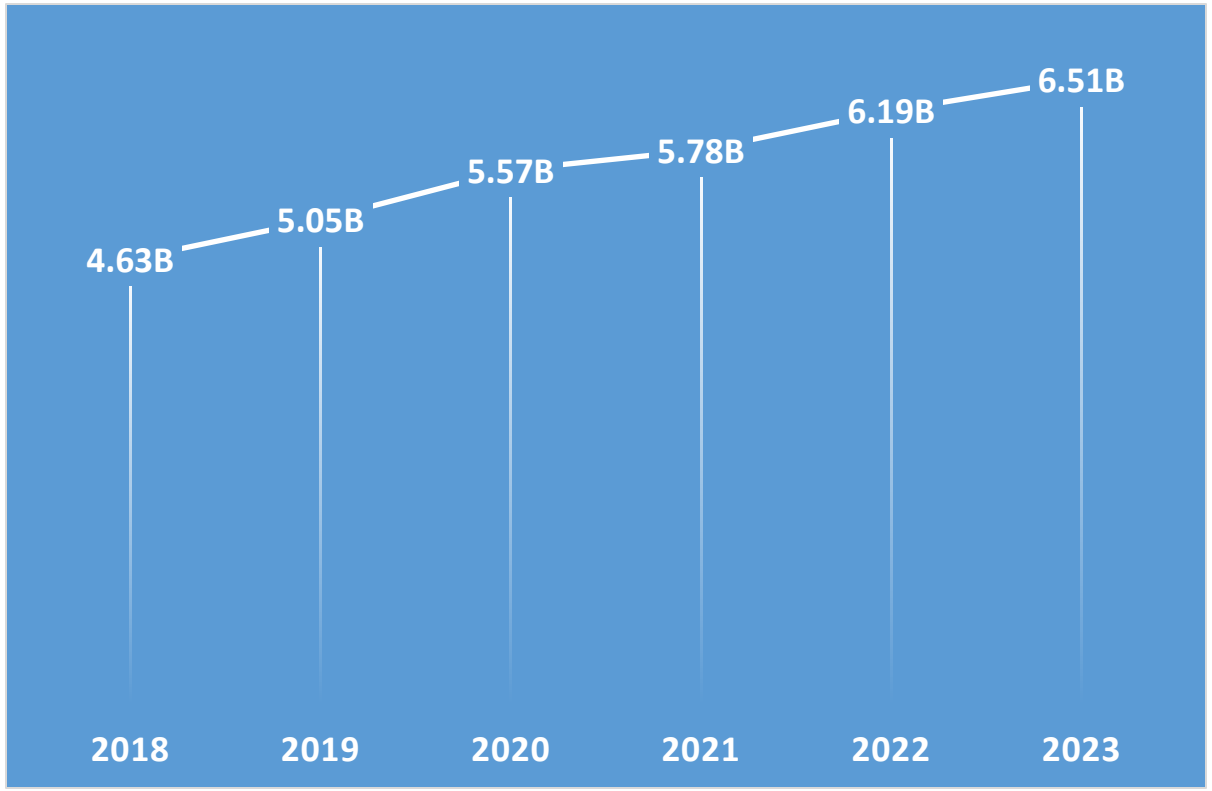
(AFTER SHIFT)

| 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 |



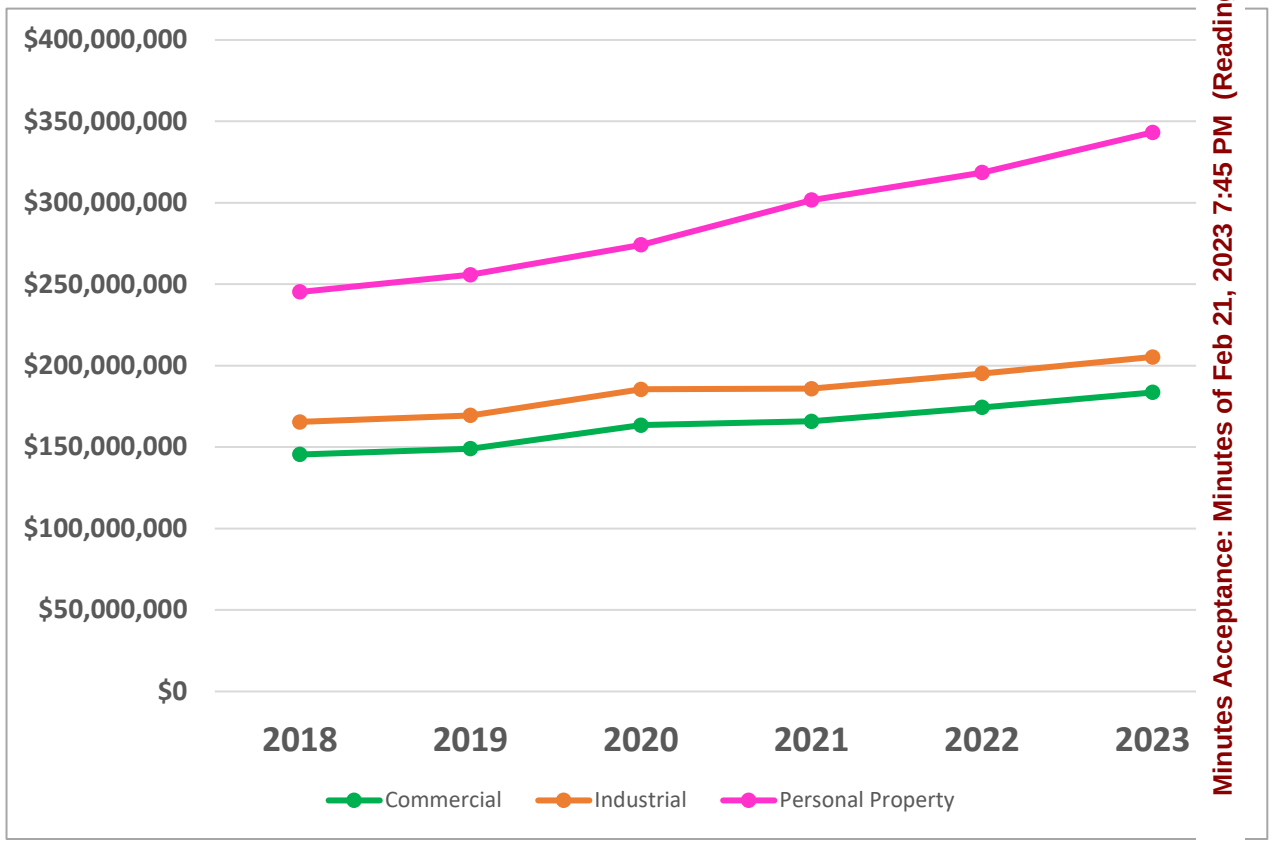

Minutes Acceptance: Minutes of Feb 21, 2023 7:45 PM (Reading of the Minutes)

# ASSESSED VALUES BY CLASS FY 2018 –2023




## RESIDENTIAL

## CIP

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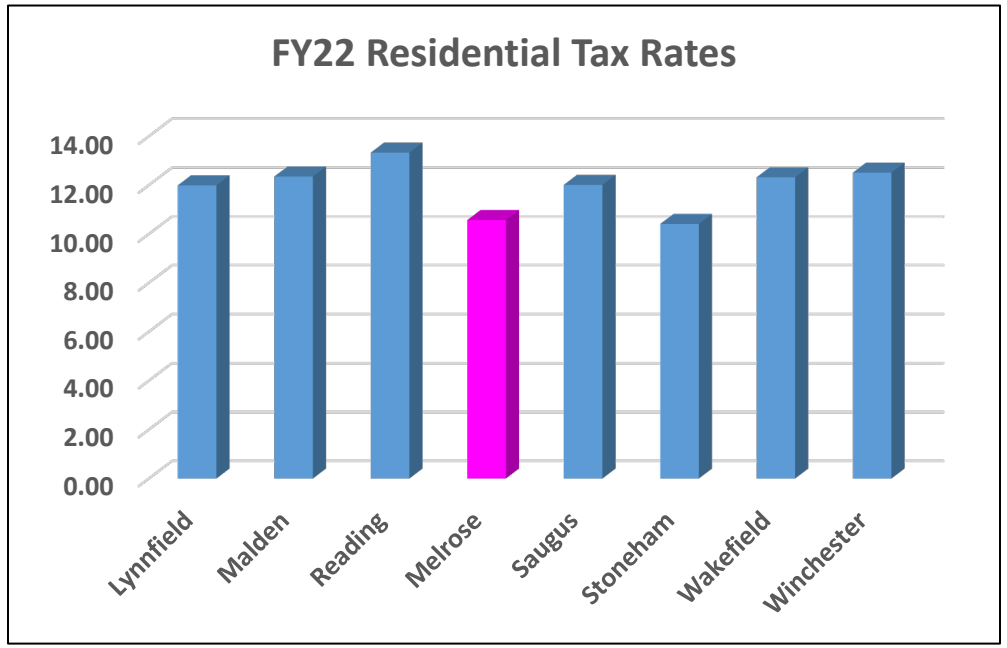
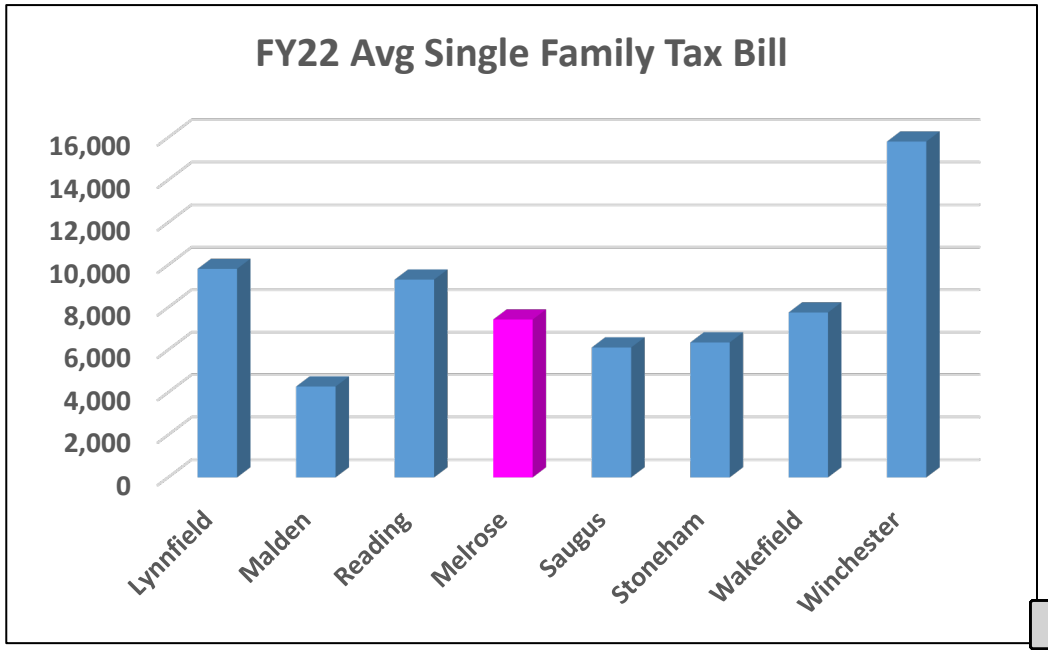
# FY2022 SINGLE FAMILY VALUES / TAX RATES

| 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 |




Source: DLS Data Analytics and Resources Bureau

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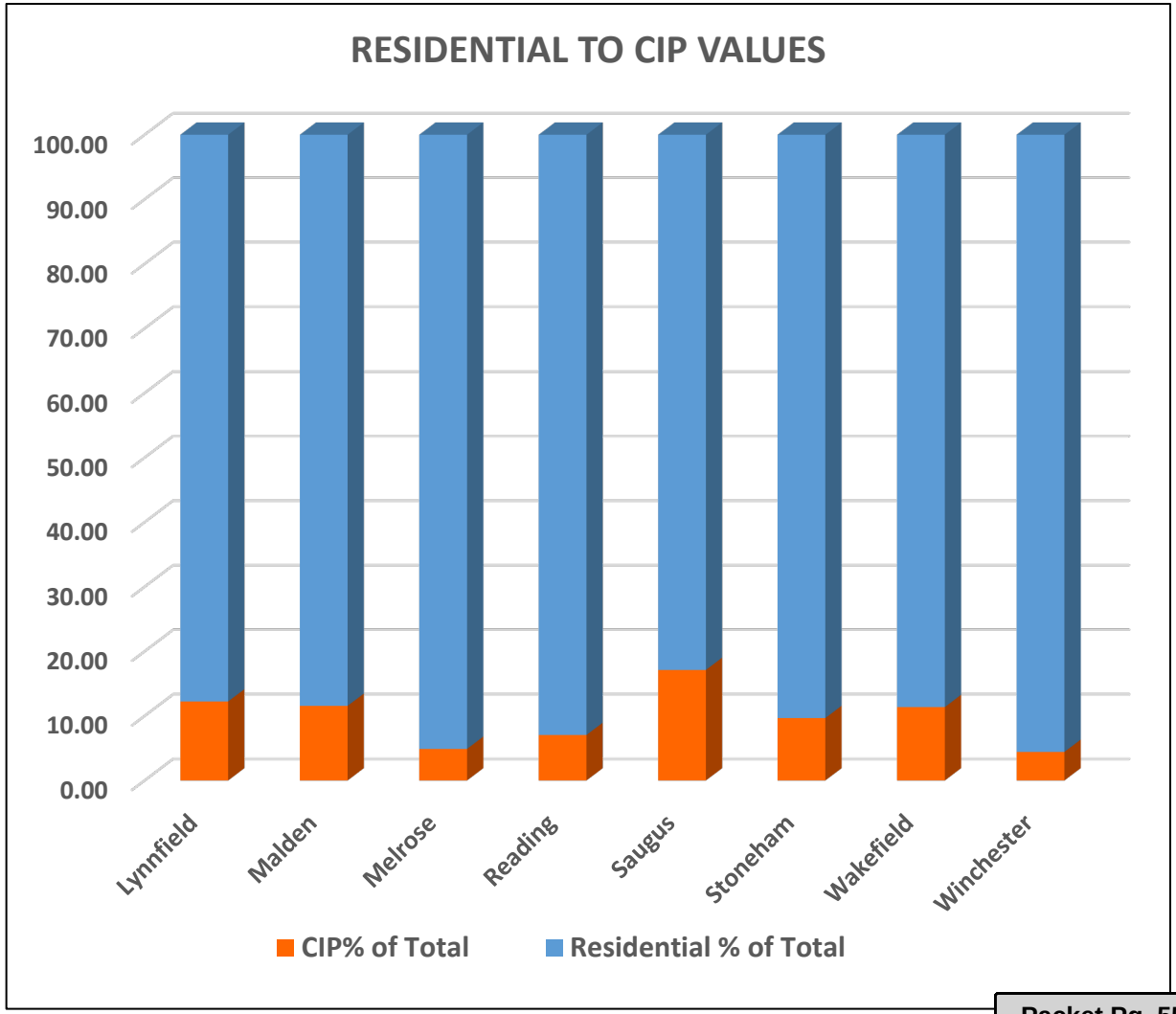
# FY22 PEER COMMMUNITY RES. TO CIP VALUES

| 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 |




Source: DLS Data Analytics and Resources Bureau

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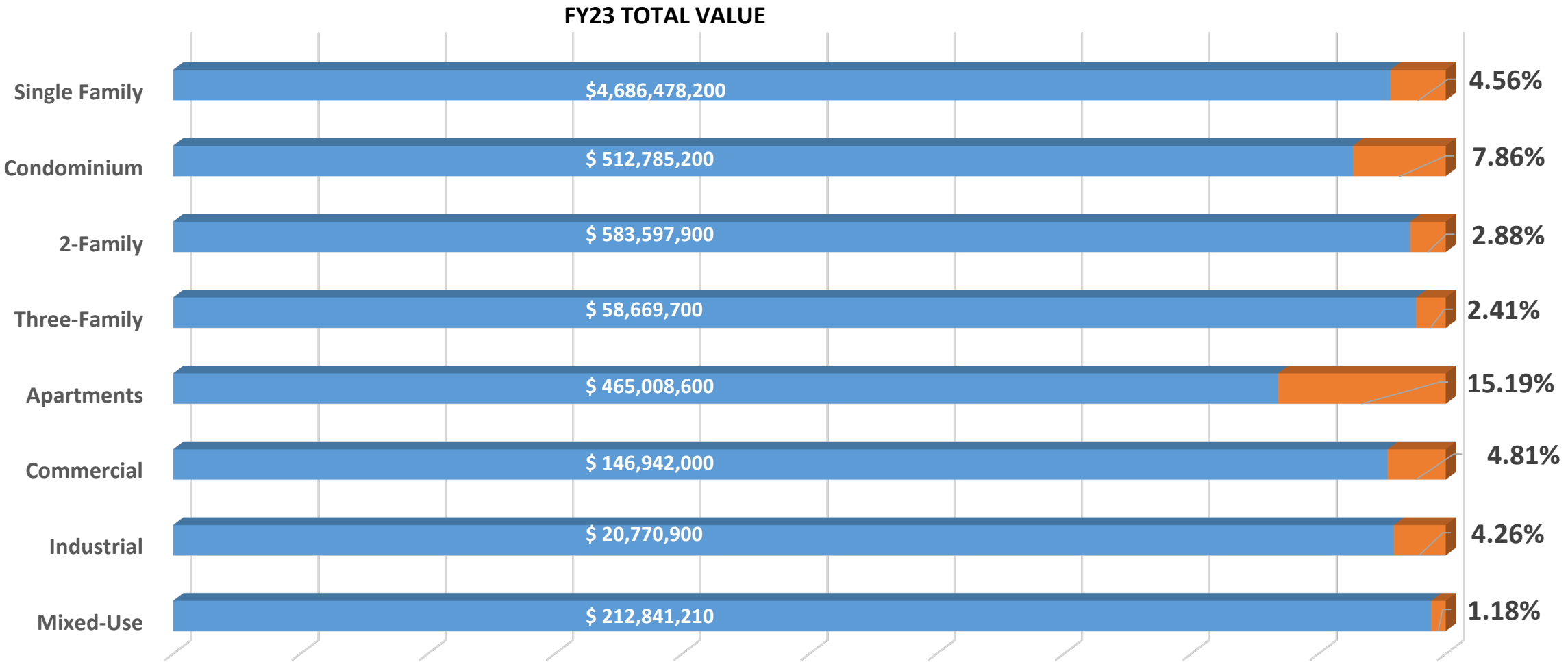
# FY23 VALUE CHANGE BY PROPERTY TYPE

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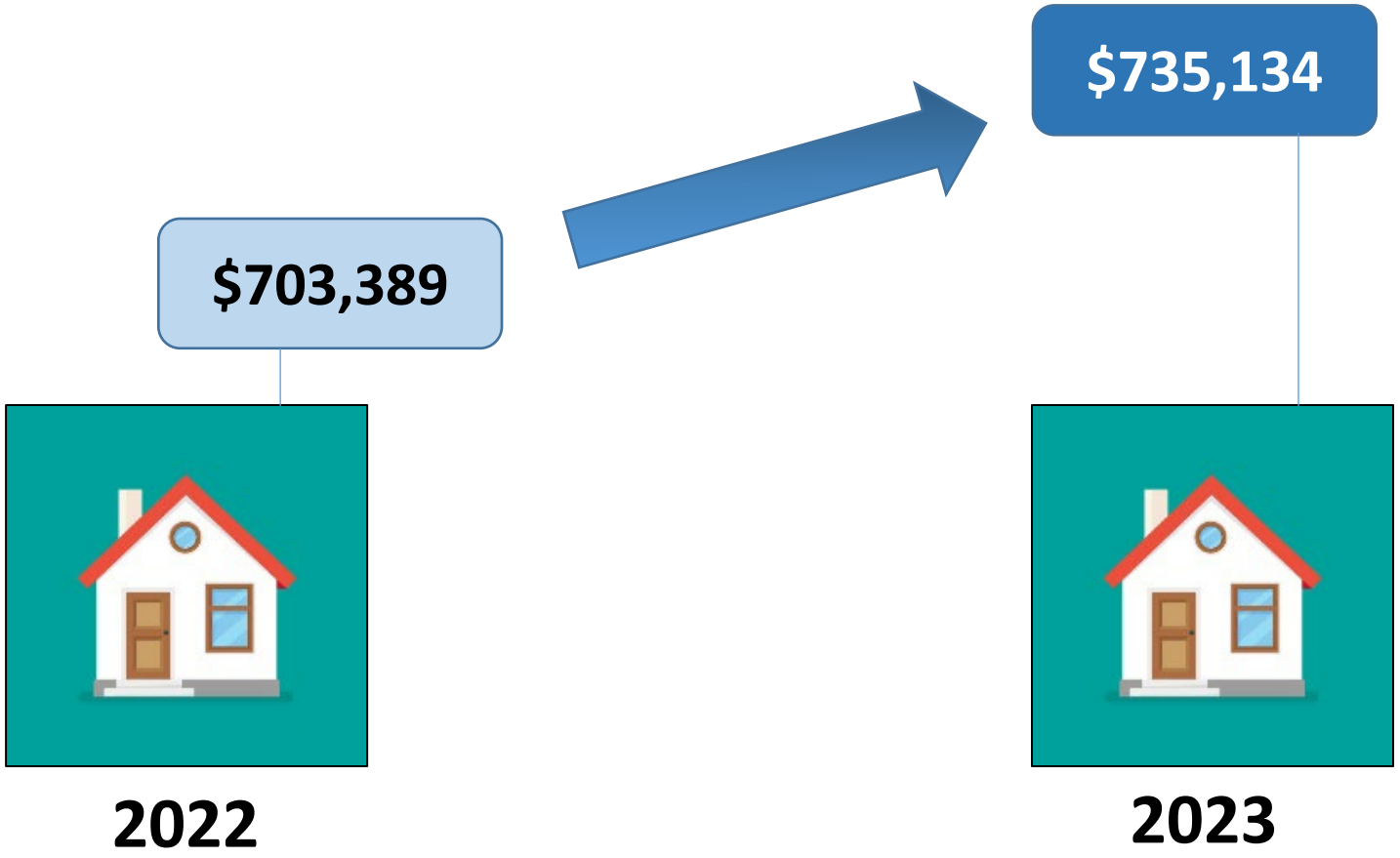
# AVERAGE SINGLE FAMILY VALUE

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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 |

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# TAX RATE SHIFT VARIANCE

**RES FACTOR OF 1**
RES. RATE $10.81
$ CHG: $512
% CHANGE: 6.88 %

**FY23 AVERAGE SINGLE FAMILY VALUE**
**$735,134**

**1.75 MAX SHIFT**
RES. RATE $10.38
$ CHG $196
% CHANGE: 2.63 %

**Average Single Family Tax Bill**

1.00 — **Tax Shift** → 1.75

**Median Commercial Tax Bill**

**RES FACTOR OF 1**
CIP RATE: $10.79
$ CHG: -$3,753
% CHANGE: -37.28 %

**FY23 MEDIAN COMMERCIAL VALUE**
**$585,100**

**1.75 MAX SHIFT**
CIP RATE $18.88
$ CHG: $981
% CHANGE: 9.74%

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# 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 | 9.74% |

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

Minutes Acceptance: Minutes of Feb 21, 2023 7:45 PM (Reading of the Minutes)

# ALL FY23 SHIFT OPTIONS

| | | AVG SINGLE FAMILY VALUE = $735,134 | | | | MEDIAN CIP VALUE = $585,100 | | | |
|---|---|---|---|---|---|---|---|---|---|
| SHIFT | RES FACTOR | 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% |
| 1.01 | 0.9995 | $10.80 | $7,939 | $504 | 6.78% | 10.90 | $6,378 | -$3,689 | -36.64% |
| 1.02 | 0.9989 | $10.80 | $7,939 | $504 | 6.78% | 11.01 | $6,442 | -$3,624 | -36.00% |
| 1.03 | 0.9984 | $10.79 | $7,932 | $497 | 6.69% | 11.11 | $6,500 | -$3,566 | -35.42% |
| 1.04 | 0.9979 | $10.79 | $7,932 | $497 | 6.69% | 11.22 | $6,565 | -$3,501 | -34.78% |
| 1.05 | 0.9974 | $10.78 | $7,925 | $490 | 6.59% | 11.33 | $6,629 | -$3,437 | -34.14% |
| 1.06 | 0.9968 | $10.78 | $7,925 | $490 | 6.59% | 11.44 | $6,694 | -$3,373 | -33.50% |
| 1.07 | 0.9963 | $10.77 | $7,917 | $482 | 6.49% | 11.55 | $6,758 | -$3,308 | -32.87% |
| 1.08 | 0.9958 | $10.76 | $7,910 | $475 | 6.39% | 11.65 | $6,816 | -$3,250 | -32.28% |
| 1.09 | 0.9953 | $10.76 | $7,910 | $475 | 6.39% | 11.76 | $6,881 | -$3,185 | -31.64% |
| 1.10 | 0.9947 | $10.75 | $7,903 | $468 | 6.29% | 11.87 | $6,945 | -$3,121 | -31.01% |
| 1.11 | 0.9942 | $10.75 | $7,903 | $468 | 6.29% | 11.98 | $7,009 | -$3,057 | -30.37% |
| 1.12 | 0.9937 | $10.74 | $7,895 | $460 | 6.19% | 12.09 | $7,074 | -$2,992 | -29.73% |
| 1.13 | 0.9932 | $10.74 | $7,895 | $460 | 6.19% | 12.19 | $7,132 | -$2,934 | -29.15% |
| 1.14 | 0.9926 | $10.73 | $7,888 | $453 | 6.09% | 12.30 | $7,197 | -$2,869 | -28.51% |
| 1.15 | 0.9921 | $10.72 | $7,881 | $446 | 5.99% | 12.41 | $7,261 | -$2,805 | -27.87% |
| 1.16 | 0.9916 | $10.72 | $7,881 | $446 | 5.99% | 12.52 | $7,325 | -$2,741 | -27.23% |
| 1.17 | 0.9910 | $10.71 | $7,873 | $438 | 5.89% | 12.63 | $7,390 | -$2,676 | -26.59% |
| 1.18 | 0.9905 | $10.71 | $7,873 | $438 | 5.89% | 12.73 | $7,448 | -$2,618 | -26.01% |
| 1.19 | 0.9900 | $10.70 | $7,866 | $431 | 5.80% | 12.84 | $7,513 | -$2,553 | -25.37% |
| 1.20 | 0.9895 | $10.70 | $7,866 | $431 | 5.80% | 12.95 | $7,577 | -$2,489 | -24.73% |
| 1.21 | 0.9889 | $10.69 | $7,859 | $424 | 5.70% | 13.06 | $7,641 | -$2,425 | -24.09% |
| 1.22 | 0.9884 | $10.68 | $7,851 | $416 | 5.60% | 13.16 | $7,700 | -$2,366 | -23.51% |
| 1.23 | 0.9879 | $10.68 | $7,851 | $416 | 5.60% | 13.27 | $7,764 | -$2,302 | -22.87% |
| 1.24 | 0.9874 | $10.67 | $7,844 | $409 | 5.50% | 13.38 | $7,829 | -$2,238 | -22.23% |
| 1.25 | 0.9868 | $10.67 | $7,844 | $409 | 5.50% | 13.49 | $7,893 | -$2,173 | -21.59% |
| 1.26 | 0.9863 | $10.66 | $7,837 | $402 | 5.40% | 13.60 | $7,957 | -$2,109 | -20.95% |
| 1.27 | 0.9858 | $10.66 | $7,837 | $402 | 5.40% | 13.70 | $8,016 | -$2,050 | -20.37% |
| 1.28 | 0.9852 | $10.65 | $7,829 | $394 | 5.30% | 13.81 | $8,080 | -$1,986 | -19.73% |
| 1.29 | 0.9847 | $10.64 | $7,822 | $387 | 5.20% | 13.92 | $8,145 | -$1,922 | -19.09% |
| 1.30 | 0.9842 | $10.64 | $7,822 | $387 | 5.20% | 14.03 | $8,209 | -$1,857 | -18.45% |
| 1.31 | 0.9837 | $10.63 | $7,814 | $379 | 5.10% | 14.14 | $8,273 | -$1,793 | -17.81% |
| 1.32 | 0.9831 | $10.63 | $7,814 | $379 | 5.10% | 14.24 | $8,332 | -$1,734 | -17.23% |
| 1.33 | 0.9826 | $10.62 | $7,807 | $372 | 5.01% | 14.35 | $8,396 | -$1,670 | -16.59% |
| 1.34 | 0.9821 | $10.62 | $7,807 | $372 | 5.01% | 14.46 | $8,461 | -$1,606 | -15.95% |
| 1.35 | 0.9816 | $10.61 | $7,800 | $365 | 4.91% | 14.57 | $8,525 | -$1,541 | -15.31% |
| 1.36 | 0.9810 | $10.60 | $7,792 | $357 | 4.81% | 14.68 | $8,589 | -$1,477 | -14.67% |
| 1.37 | 0.9805 | $10.60 | $7,792 | $357 | 4.81% | 14.78 | $8,648 | -$1,418 | -14.09% |

| | | AVG SINGLE FAMILY VALUE = $735,134 | | | | MEDIAN CIP VALUE = $585,100 | | | |
|---|---|---|---|---|---|---|---|---|---|
| SHIFT | RES FACTOR | RES RATE | AVG SF TAX BILL | AVG SF $ CHG | AVG SF % CHG | CIP RATE | MED COM TAX BILL | MED COM $ CHG | MED COM % CHG |
| 1.38 | 0.9800 | $10.59 | $7,785 | $350 | 4.71% | 14.89 | $8,712 | -$1,354 | -13.45% |
| 1.39 | 0.9795 | $10.59 | $7,785 | $350 | 4.71% | 15.00 | $8,777 | -$1,290 | -12.81% |
| 1.40 | 0.9789 | $10.58 | $7,778 | $343 | 4.61% | 15.11 | $8,841 | -$1,225 | -12.17% |
| 1.41 | 0.9784 | $10.58 | $7,778 | $343 | 4.61% | 15.21 | $8,899 | -$1,167 | -11.59% |
| 1.42 | 0.9779 | $10.57 | $7,770 | $335 | 4.51% | 15.32 | $8,964 | -$1,102 | -10.95% |
| 1.43 | 0.9773 | $10.57 | $7,770 | $335 | 4.51% | 15.43 | $9,028 | -$1,038 | -10.31% |
| 1.44 | 0.9768 | $10.56 | $7,763 | $328 | 4.41% | 15.54 | $9,092 | -$974 | -9.67% |
| 1.45 | 0.9763 | $10.55 | $7,756 | $321 | 4.31% | 15.65 | $9,157 | -$909 | -9.03% |
| 1.46 | 0.9758 | $10.55 | $7,756 | $321 | 4.31% | 15.75 | $9,215 | -$851 | -8.45% |
| 1.47 | 0.9752 | $10.54 | $7,748 | $313 | 4.21% | 15.86 | $9,280 | -$786 | -7.81% |
| 1.48 | 0.9747 | $10.54 | $7,748 | $313 | 4.21% | 15.97 | $9,344 | -$722 | -7.17% |
| 1.49 | 0.9742 | $10.53 | $7,741 | $306 | 4.12% | 16.08 | $9,408 | -$658 | -6.53% |
| 1.50 | 0.9737 | $10.53 | $7,741 | $306 | 4.12% | 16.19 | $9,473 | -$593 | -5.89% |
| 1.51 | 0.9731 | $10.52 | $7,734 | $299 | 4.02% | 16.29 | $9,531 | -$535 | -5.31% |
| 1.52 | 0.9726 | $10.51 | $7,726 | $291 | 3.92% | 16.40 | $9,596 | -$471 | -4.67% |
| 1.53 | 0.9721 | $10.51 | $7,726 | $291 | 3.92% | 16.51 | $9,660 | -$406 | -4.03% |
| 1.54 | 0.9716 | $10.50 | $7,719 | $284 | 3.82% | 16.62 | $9,724 | -$342 | -3.40% |
| 1.55 | 0.9710 | $10.50 | $7,719 | $284 | 3.82% | 16.73 | $9,789 | -$277 | -2.76% |
| 1.56 | 0.9705 | $10.49 | $7,712 | $277 | 3.72% | 16.83 | $9,847 | -$219 | -2.17% |
| 1.57 | 0.9700 | $10.49 | $7,712 | $277 | 3.72% | 16.94 | $9,912 | -$155 | -1.54% |
| 1.58 | 0.9694 | $10.48 | $7,704 | $269 | 3.62% | 17.05 | $9,976 | -$90 | -0.90% |
| 1.59 | 0.9689 | $10.47 | $7,697 | $262 | 3.52% | 17.16 | $10,040 | -$26 | -0.26% |
| 1.60 | 0.9684 | $10.47 | $7,697 | $262 | 3.52% | 17.27 | $10,105 | $39 | 0.38% |
| 1.61 | 0.9679 | $10.46 | $7,690 | $255 | 3.42% | 17.37 | $10,163 | $97 | 0.96% |
| 1.62 | 0.9673 | $10.46 | $7,690 | $255 | 3.42% | 17.48 | $10,228 | $161 | 1.60% |
| 1.63 | 0.9668 | $10.45 | $7,682 | $247 | 3.32% | 17.59 | $10,292 | $226 | 2.24% |
| 1.64 | 0.9663 | $10.45 | $7,682 | $247 | 3.32% | 17.70 | $10,356 | $290 | 2.88% |
| 1.65 | 0.9658 | $10.44 | $7,675 | $240 | 3.23% | 17.80 | $10,415 | $349 | 3.46% |
| 1.66 | 0.9652 | $10.43 | $7,667 | $232 | 3.13% | 17.91 | $10,479 | $413 | 4.10% |
| 1.67 | 0.9647 | $10.43 | $7,667 | $232 | 3.13% | 18.02 | $10,544 | $477 | 4.74% |
| 1.68 | 0.9642 | $10.42 | $7,660 | $225 | 3.03% | 18.13 | $10,608 | $542 | 5.38% |
| 1.69 | 0.9636 | $10.42 | $7,660 | $225 | 3.03% | 18.24 | $10,672 | $606 | 6.02% |
| 1.70 | 0.9631 | $10.41 | $7,653 | $218 | 2.93% | 18.34 | $10,731 | $665 | 6.60% |
| 1.71 | 0.9626 | $10.41 | $7,653 | $218 | 2.93% | 18.45 | $10,795 | $729 | 7.24% |
| 1.72 | 0.9621 | $10.40 | $7,645 | $210 | 2.83% | 18.56 | $10,859 | $793 | 7.88% |
| 1.73 | 0.9615 | $10.39 | $7,638 | $203 | 2.73% | 18.67 | $10,924 | $858 | 8.52% |
| 1.74 | 0.9610 | $10.39 | $7,638 | $203 | 2.73% | 18.78 | $10,988 | $922 | 9.16% |
| 1.75 | 0.9605 | $10.38 | $7,631 | $196 | 2.63% | 18.88 | $11,047 | $981 | 9.79% |

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

Minutes Acceptance: Minutes of Feb 21, 2023 7:45 PM (Reading of the Minutes)

# 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 in 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".

Minutes Acceptance: Minutes of Feb 21, 2023 7:45 PM (Reading of the Minutes)

# 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.

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# 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.

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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

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Commonwealth of Massachusetts
Executive Office of Energy & Environmental Affairs

# Department of Environmental Protection

Charles D. Baker
Governor

Karyn E. Polito
Lieutenant Governor

Bethany A. Card
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 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

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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.

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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.

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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** **Date**
**Bureau of Air and Waste**
**Department of Environmental Protection**

**City of Melrose**
Municipal Official(s) Authorized to sign: **Mayor, Director DPW, Assist DPW Director, Admin Finance**

**By:** _____ _____ _____
**Signature** **Title** **Date**

_____
**Print Name**

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DEPARTMENT OF PUBLIC WORKS
*Administration & Engineering–Water–Sewer–Facilities*
*Park & Forestry–Highway–Sanitation–Cemetery–Fleet*

# CITY OF MELROSE

**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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**Massachusetts Department of Environmental Protection**
**Bureau of Waste Prevention**
*Sustainable Materials Recovery Program*

# 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**.

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CITY OF MELROSE

OFFICE OF THE MAYOR

PAUL BRODEUR
*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 Sates 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.

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# Albert Talarico

## Experience

**2015-Present** **City of Peabody** **Peabody, MA**

*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**

*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**

*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**

*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

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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.

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- 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.

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- 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

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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.

Minutes Acceptance: Minutes of Feb 21, 2023 7:45 PM (Reading of the Minutes)

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.

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# 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**

Minutes Acceptance: Minutes of Feb 21, 2023 7:45 PM (Reading of the Minutes)

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.

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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
OFFICE OF THE CITY CLERK

Kristin Foote
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.

| | Current listing | Updated listing |
|---|---|---|
| Business Name (If applicable) | Limo Connect | |
| Applicant Name | SAID TAZGUI | |
| Business Address | 70 East Wyoming Ave #1 | |
| Mailing Address | 70 East Wyoming Ave #1 Melrose, MA, 02176 | |
| Name of Manager | SAID TAZGUI | |
| Location cars will be garaged | Same address | |
| Telephone Number of Owner | 6173350460 mssika16@Hotmail.com | |
| Email Address of Owner (required) | | |
| 24 hour Emergency Contact info | SAID TAZGUI 6173350460 | |

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562 Main Street
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Telephone - (781) 979-4115
Fax - (781) 979-4149

*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 a 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_____

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

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

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

Insurance Company Name: PROGRESSIVE

Insurer's Address: 70 East Wyoming Ave # 1

City/State/Zip: Melrose, MA, 02176

Policy # or Self-ins. Lic. # 007030457 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: Said 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
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## 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: Limo Connect

Located at: 70 East Wyoming Ave #1 Melrose 02176

Expiration date: **April 30, 2024**

**Approval:** Capt J Gibson **Date:** 11/10/22

**Melrose Fire Department Captain J. Gibson (781-665-0500)**

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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

## POLICE DEPARTMENT

## REPORT OF INVESTIGATION – RELATIVE TO RENEWAL FOR

Renewal Class:

License ID# 2020-68 (Inactive)

License Fee: **$75**

Business Name: Limo 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:** [signature] **Date:** 11/10/2022

MA Reg - LV 85958 OLD

ma Reg LV A4167 NEW

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CITY OF MELROSE
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## SEALER OF WEIGHTS AND MEASURERS

## REPORT OF INVESTIGATION – RELATIVE TO RENEWAL FOR

Renewal Class: **APR**

License ID# 2022-68

License Fee: **$75**

Business Name: Limo Connect

Located at: 70 East Wyoming Ave #1 Melrose, 02176

Expiration date:

**Approval:** _____ **Date:** 11/15/22

**Melrose Building Department (781-979-4135)**

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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

# 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: SAID 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.*

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REGISTRY OF MOTOR VEHICLES

# CERTIFICATE OF REGISTRATION

M.G.L. Chapter 90 Section 24B makes it a crime to alter this Certificate
MASSACHUSETTS DEPARTMENT OF TRANSPORTATION

| EXTERNAL CODE | REGISTRATION TYPE | PLATE NUMBER | EFFECTIVE DATE | TITLE NUMBER | EXPIRES ON | |
|---|---|---|---|---|---|---|
| LVN | Livery Normal | LVA4167 | 21-Oct-2022 | | EXPIRES ON | 31-Jul-2024 |

| MODEL YEAR | MAKE | MODEL | MODEL NUMBER | BODY STYLE | COLOR | VEHICLE IDENTIFICATION NUMBER |
|---|---|---|---|---|---|---|
| 2021 | CHEV | SUBURBAN | | SUV | BLACK | 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

MAXIMUM SEATING CAPACITY FOR VEHICLES FOR HIRE

7

LESSEE/IN CUSTODY OF

Colleen J. Ogilvie Registrar of Motor Vehicles

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.

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# CERTIFICATE OF LIABILITY INSURANCE

DATE (M 10/21/2022

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 | CONTACT NAME: CARL MANSOUR |
|---|---|
| MANSOUR INSURANC10<br>380 PLEASANT ST, STE 11<br>MALDEN MA 02148 | PHONE (A/C, No, Ext): 978-278-5339 FAX (A/C, No): 978-587-3706<br>E-MAIL ADDRESS: MANSOURINSURANCE@GMAIL.COM |
| | INSURER(S) AFFORDING COVERAGE / NAIC # |
| | INSURER A : PROGRESSIVE INSURANCE |
| INSURED<br>LIMO CONNECT INC/<br>SAID TAZGUI<br>70 E WYOMING AVE #1<br>MELROSE MA 02176 | 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 | | | | | | EACH OCCURRENCE | $ |
| | ☐ COMMERCIAL GENERAL LIABILITY | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) | $ |
| | ☐ CLAIMS-MADE ☐ OCCUR | | | | | | MED EXP (Any one person) | $ |
| | | | | | | | PERSONAL & ADV INJURY | $ |
| | GEN'L AGGREGATE LIMIT APPLIES PER: | | | | | | GENERAL AGGREGATE | $ |
| | ☐ POLICY ☐ PRO-JECT ☐ LOC | | | | | | PRODUCTS - COMP/OP AGG | $ |
| | | | | | | | | $ |
| | AUTOMOBILE LIABILITY | | | | | | COMBINED SINGLE LIMIT (Ea accident) | $ 10000 |
| | ☒ ANY AUTO | | | | | | BODILY INJURY (Per person) | $ |
| | ☐ ALL OWNED AUTOS ☒ SCHEDULED AUTOS | X | | 00703045 | 10/20/2022 | 10/20/2023 | BODILY INJURY (Per accident) | $ |
| | ☐ HIRED AUTOS ☐ NON-OWNED AUTOS | | | | | | PROPERTY DAMAGE (Per accident) | $ |
| | | | | | | | | $ |
| | ☐ UMBRELLA LIAB ☐ OCCUR | | | | | | EACH OCCURRENCE | $ |
| | ☐ EXCESS LIAB ☐ CLAIMS-MADE | | | | | | AGGREGATE | $ |
| | ☐ DED ☐ RETENTION $ | | | | | | | $ |
| | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N | | | | | | WC STATU-TORY LIMITS ☐ OTH-ER | |
| | ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ N / A | | | | | | E.L. EACH ACCIDENT | $ |
| | (Mandatory in NH) | | | | | | E.L. DISEASE - EA EMPLOYEE | $ |
| | If yes, describe under DESCRIPTION OF OPERATIONS below | | | | | | 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 |
|---|---|
| CERT | SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFOR THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED I ACCORDANCE WITH THE POLICY PROVISIONS. |
| | AUTHORIZED REPRESENTATIVE<br>CARL MANSOUR |

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The ACORD name and logo are registered marks of ACORD



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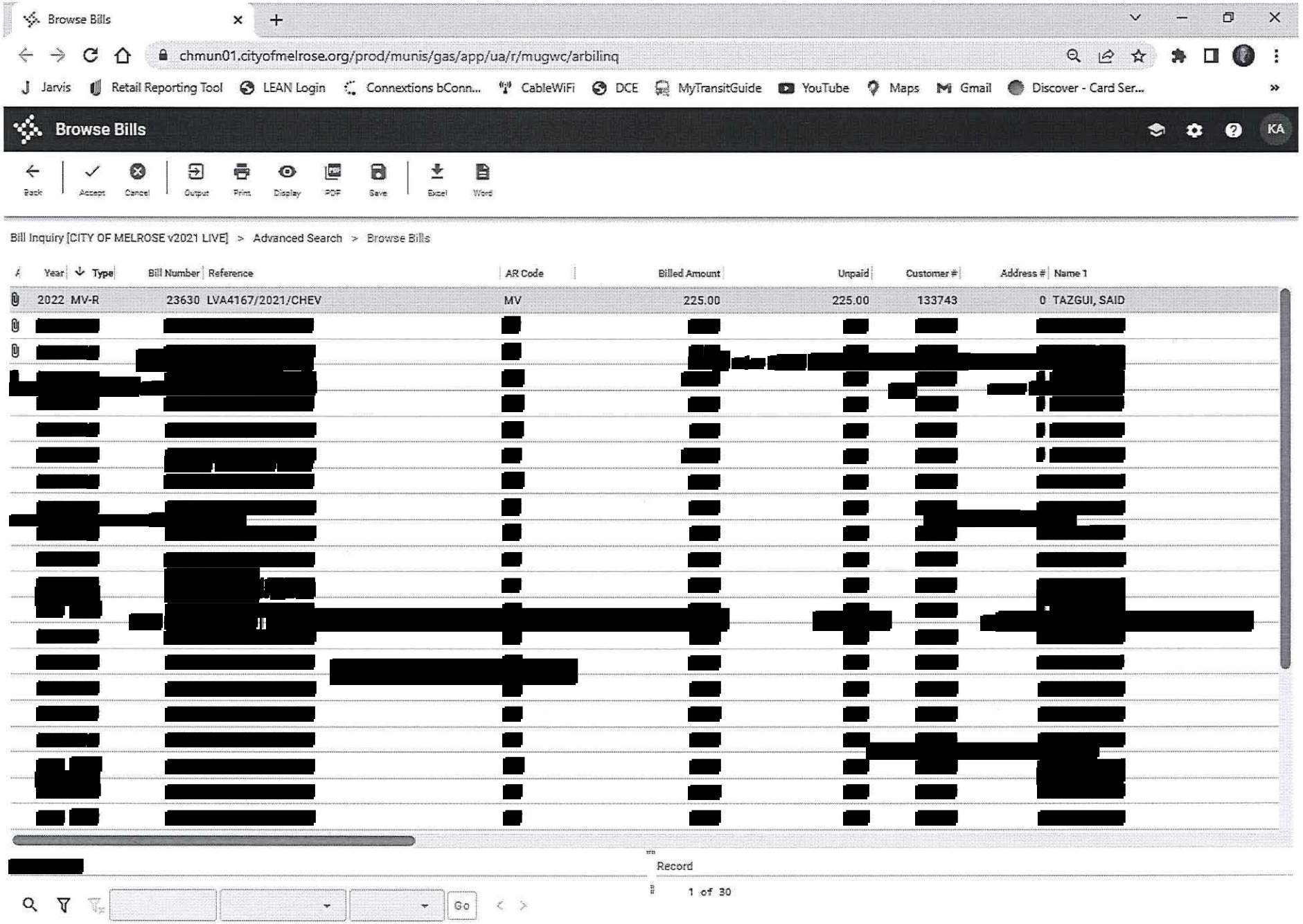


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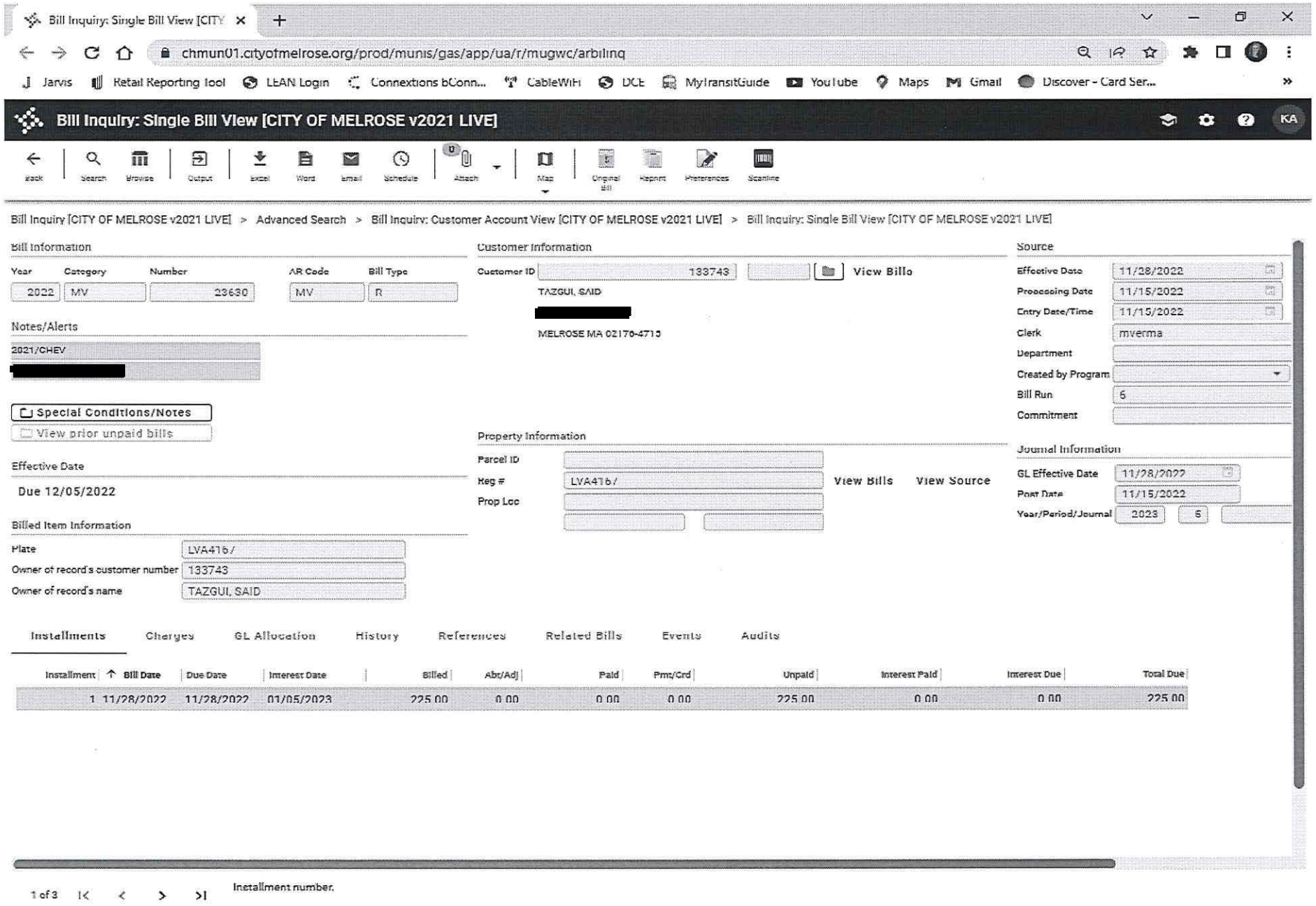


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nationalgrid

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

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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 Feb 21, 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 on .....20....., 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 Feb 21, 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 on .....20....., 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 Feb 21, 2023 7:45 PM (Reading of the Minutes)

# Abutter's List – WR# 30475605

| | Address | Owner's Info | Parcel ID# |
|---|---|---|---|
| 1) | 103 LEBANON ST. | PESCE,JOSEPH R<br>DIANE M PESCE<br>103 LEBANON ST.<br>MELROSE, MA 02176 | E3 0 2B |

Minutes Acceptance: Minutes of Feb 21, 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.

**WR #: 30668880**

| **UNDERGROUND PETITION** | |
|---|---|
| Riser Pole (Existing) | PROPOSED CONDUIT 2-4" |

nationalgrid

**Scope**

- 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

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

Minutes Acceptance: Minutes of Feb 21, 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 Feb 21, 2023 7:45 PM (Reading of the Minutes)

# CITY OF MELROSE

**OFFICE OF THE CITY CLERK**

KRISTIN FOOTE
CITY CLERK

City Hall, 562 Main Stree
Melrose, Massachusetts 0217
Telephone - (781) 979-411
Fax - (781) 665-687

Minutes Acceptance: Minutes of Feb 21, 2023 7:45 PM (Reading of the Minutes)

**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

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.

Minutes Acceptance: Minutes of Feb 21, 2023 7:45 PM (Reading of the Minutes)

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

# CITY OF MELROSE

**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.

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# CITY OF MELROSE

OFFICE OF THE MAYOR

City Hall, 562 Main Street
Melrose, Massachusetts 02176
Telephone - (781) 979-4440
Fax - (781) 662-2182

PAUL
BRODEUR
*Mayor*

**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 Feb 21, 2023 7:45 PM (Reading of the Minutes)

# Sarah Besegai

52 Stratford Road
Melrose MA 02176
[redacted]

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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52 Stratford Road, Melrose, MA 02176 • [redacted]

# Sarah Besegai

## Experience

2007-2015 **LESLEY UNIVERSITY** **CAMBRIDGE, MA**
**Program Manager for Graduate School of Education**
- Provided a high-level administrational 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.

Minutes Acceptance: Minutes of Feb 21, 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, 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.macomptroller.org/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: 617-838-2121** | **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:_____. Date: 10/10/22

(Signature and Date Must Be Handwritten At Time of Signature)

Print Name: Paul A. Brodeur

Print Title: MAYOR

**AUTHORIZING SIGNATURE FOR THE COMMONWEALTH:**

X:_____. Date: 11/28/22

(Signature and Date Must Be Handwritten At Time of Signature)

Print Name: David Mahr

Print Title: Chief Administrative Officer



11/16/2022 #89

Minutes Acceptance: Minutes of Feb 21, 2023 7:45 PM (Reading of the Minutes)

# 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 Feb 21, 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 respectively 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 Feb 21, 2023 7:45 PM (Reading of the Minutes)

# David Thimble

CEO & President, CaLex Company, LLC

94 Crescent Avenue
Melrose, MA 02176
[redacted]

## 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

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# CITY OF MELROSE

PAUL
BRODEUR
*Mayor*

**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.

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# CITY OF MELROSE

OFFICE OF THE MAYOR

PAUL
BRODEUR
*Mayor*

City Hall, 562
Main StreetMelrose,
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.

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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. IThank 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 Feb 21, 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)

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*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.

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Commonwealth of Massachusetts

# DEPARTMENT OF HOUSING & COMMUNITY DEVELOPMENT

Charles D. Baker, Governor ◆ Karyn E. Polito Lt. Governor ◆ Jennifer D. Maddox, Undersecretary

October 17, 2022

The HonorablePaul 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

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# 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 Housing and Community Development**<br>**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** | **Fax:** |
| **Vendor Code Address ID (e.g. "AD001"): AD001 .**<br>**(Note: The Address ID must be set up for EFT payments.)** | | **MMARS Doc ID(s): SCOCD321023330000263**<br>**RFR/Procurement or Other ID Number: DHCDOneStop2023** | |

**_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: _____, **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): _x_ 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.)
_x_ **Maximum Obligation Contract.** Enter total maximum obligation for total duration of this contract (or ***new*** total if Contract is being amended). **$ 75,000 .**

**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: _x 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:

_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 **_6/30_ , 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:** Louis Martin.
**Print Title:** Director.

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# 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.



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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



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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.

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# Attachment B Budget
# FY2023 Housing Choice Grant

| **Name of Municipality**<br>Include name of Subcontractor if applicable | **Program Manager**<br>**Name, phone and email**<br>*Include name and contact information of person preparing report if different from project manager* |
|---|---|
| Town of Melrose | Name: Denise Gaffey<br>Phone: (781) 979-4190<br>Email: dgaffey@cityofmelrose.org |

| **Project Description**<br>*Brief Summary of Project* |
|---|
| 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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COMMBUYS
OPERATIONAL SERVICES DIVISION

# 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 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.

| | | | | |
|---|---|---|---|---|
| **Ship-to Address:** | Robin Pezzone<br>1 Ashburton Place-Room 2101<br>Boston, MA 02108<br>US<br>Email: robin.pezzone@state.ma.us<br>Phone: (617)788-3627 | **Bill-to Address:** | Robin Pezzone<br>1 Ashburton Place-Room 2101<br>Boston, MA 02108<br>US<br>Email: robin.pezzone@state.ma.us<br>Phone: (617)788-3627 | **Print Format:** |

**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 MAYO

City Hall, 562 Main Stre
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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Commonwealth of Massachusetts

# DEPARTMENT OF HOUSING & COMMUNITY DEVELOPMENT

Charles D. Baker, Governor ◆ Karyn E. Polito Lt. Governor ◆ Jennifer D. Maddox, Undersecretary

October 17, 2022

The HonorablePaul 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

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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

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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.

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**A Resolution Honoring Christopher C. Cinella as the President of the Melrose City Council for 2022**

*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.

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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. Crowely 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 Robbibaro | 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 |

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| 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 Dovale | 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 |

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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: 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.

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## 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, anc the individual lives of all ages. I have worked in the public policy arena advocating at both the state and local levels in Massachusett and Rhode Island. I was the lead government affairs executive on Verizon's negotiating team working with over 100 municipalities anc 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 leadersh 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 suc 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.


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Key Competencies: Government relations/lobbying | Media relation | 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 tha 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

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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.

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## Education

### Babson F.W. Olin Graduate School of Business

Master of Business Administration - MBA

### Northeastern University

Business Administration and Management, General

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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*

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*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 disorder[3]. 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 toolkits[4]. 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.

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[1] CBD: What You Need to Know (cdc.gov)

[2] Cannabidiol (CBD): What we know and what we don't - Harvard Health

[3] Mental Health - The Health Effects of Cannabis and Cannabinoids - NCBI Bookshelf (nih.gov)

[4] Cannabis Awareness & Prevention Toolkit | Cannabis Awareness and Prevention Toolkit | Stanford Medicine



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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) data[5] 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 p[7]. 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.

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[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



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- 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<br>$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 |

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| | | |
|---|---|---|
| Advertising | $1,500 | Advertising |
| **TOTAL** | **$150,202** | |

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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

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Commonwealth of Massachusetts
Executive Office of Energy & Environmental Affairs

# Department of Environmental Protection

Charles D. Baker
Governor

Karyn E. Polito
Lieutenant Governor

Bethany A. Card
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 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

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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.

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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.

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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** **Date**
**Bureau of Air and Waste**
**Department of Environmental Protection**

**City of Melrose**
Municipal Official(s) Authorized to sign: **Mayor, Director DPW, Assist DPW Director, Admin Finance**

**By:** _____ _____ _____
**Signature** **Title** **Date**

_____
**Print Name**

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DEPARTMENT OF PUBLIC WORKS
*Administration & Engineering–Water–Sewer–Facilities*
*Park & Forestry–Highway–Sanitation–Cemetery–Fleet*

# CITY OF MELROSE

**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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**Massachusetts Department of Environmental Protection**
**Bureau of Waste Prevention**
*Sustainable Materials Recovery Program*

# 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**.

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## 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 Version) to the Issuing Authority (or PEG Access designee) for PEG Access Channel operating support or other PEG

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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/documented? 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

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**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 75$^{th}$ 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.

Minutes Acceptance: Minutes of Feb 21, 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 Feb 21, 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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| | | |
|---|---|---|
| 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) |
| | | |
| | | |

Minutes Acceptance: Minutes of Feb 21, 2023 7:45 PM (Reading of the Minutes)

# 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

President of the Board of Aldermen

**APPROVED**

JUN 7 2006

MAYOR

Minutes Acceptance: Minutes of Feb 21, 2023 7:45 PM (Reading of the Minutes)

# CITY OF MELROSE

Melrose, 25 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

Robert A. Boisselle *Chairman*

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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 Feb 21, 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.

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# CITY OF MELROSE

MELROSE CITY HALL
562 Main Street
Melrose, Massachusetts 02176

ROBERT J. DOLAN
*Mayor*

Telephone: (781) 979-44
Fax: (781) 662-21


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 Feb 21, 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 | O | CORI | O |
| | Building | O | Health | O |
| | Wts. & Meas. | O | Police | O |
| **Rec'd** | Fire | O | CORI | O |
| | Building | O | Health | O |
| | Wts. & Meas. | O | Police | O |
| | Class II Bond | O | | |

Workers Comp Affidavit O

## CLAIMS

| | | | |
|---|---|---|---|
| Auditor | O | City Solicitor | O |
| Public Works | O | _____ | O |
| _____ | O | _____ | O |

emailed to department heads ●

Ordinances changes:

Mailed to General Code O

Copy to Book O

## APPOINTMENTS

Letter 0 Oath O

№ 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 | ☐ | Recommitted | ☐ |
| | | Null & Void | ☐ |

Ordained Roll Call 10 Yea 0 Nay

Mary Rita O'Shea
Clerk

| Aldermen | Yea | |
|---|---|---|
| Boisselle | — | |
| Brodeur | ✓ | |
| Buonopane | ✓ | |
| Conn | ✓ | |
| Forbes | ✓ | |
| Heavey | ✓ | |
| Mortimer | ✓ | |
| Seaboyer | ✓ | |
| Tramontozzi | ✓ | |
| Wright | ✓ | |
| Infurna, Pres. | ✓ | |
| **TOTAL** | 10 | 0 |

CITY OF MELROSE
TOWN OF MELROSE
EXPLORED 1629
CHARLESTOWN 1629
POND FEILDE 1638
MALDEN NORTH END
1649
INCORPORATED 1850
INCORPORATED 1900

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| FY23 CLASSIFICATION PLAN<br>City of Melrose<br>Grade / Position |
|---|
| **6** |
| *No Positions Assigned* |
| **7** |
| *No Positions Assigned* |
| **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 |

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| FY23 CLASSIFICATION PLAN<br>City of Melrose<br>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** |
| *No Positions Assigned* |
| **23** |
| Chief Financial Officer and City Auditor |
| City Solicitor - Labor Counsel |
| Director of Public Works |

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# 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*

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# CITY OF MELROSE, MASSACHUSETTS

# COMPENSATION AND CLASSIFICATION STUDY
## Non-Union Positions

# FINAL REPORT

**April, 2022**

**HUMAN RESOURCES SERVICES, INC.**
***Management Consultants to Local Government***

*Nine Bartlet Street, Suite 186*
*Andover, Massachusetts 01810*
*www.hrsconsultinginc.com*

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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

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*

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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

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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.

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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.

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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

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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

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# 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.

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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

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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."

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## 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).

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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.

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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

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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

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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.

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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

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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 75$^{th}$ 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.

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## 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

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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

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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 75$^{th}$ 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.).

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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.

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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

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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.

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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.

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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.

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# 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 | 4 | 24.49 | 19.00 | 25.11 | 27.66 |
| | 21.50 | 5 | 31.24 | 35.44 | 31.20 | 35.44 |
| Animal Control Officer - PT | 24.47 | 4 | 21.68 | 14.00 | 21.92 | 24.43 |
| | 26.96 | 7 | 30.55 | 38.84 | 30.00 | 35.86 |
| Assistant Auditor | 36.95 | 6 | 31.90 | 23.91 | 31.05 | 34.82 |
| | 47.49 | 8 | 41.62 | 60.91 | 39.23 | 45.36 |
| Assistant City Clerk | 31.68 | 7 | 29.12 | 17.21 | 28.46 | 33.14 |
| | 40.71 | 10 | 35.88 | 55.88 | 34.29 | 35.33 |
| Assistant City Solicitor | 46.21 | 3 | 38.89 | 17.21 | 45.11 | 49.73 |
| | 59.39 | 4 | 51.61 | 78.53 | 52.34 | 72.78 |
| Assistant Director - DPW Administration and Finance | 52.02 | 5 | 38.72 | 22.60 | 42.66 | 45.10 |
| | 66.84 | 8 | 51.18 | 62.32 | 54.75 | 56.50 |
| Assistant Director of IT | 36.95 | 2 | 41.97 | 38.29 | 41.97 | 43.80 |
| | 47.49 | 2 | 54.80 | 59.06 | 54.80 | 56.93 |
| Assistant Director of Planning and Community Development | 31.03 | 2 | 43.62 | 42.66 | 43.62 | 44.10 |
| | 34.19 | 4 | 55.51 | 58.87 | 55.03 | 56.11 |
| Assistant Library Director/Head of Technical Services | 36.95 | 6 | 33.73 | 20.34 | 34.37 | 40.00 |
| | 47.49 | 7 | 43.25 | 60.91 | 39.93 | 49.73 |
| Assistant Parks Superintendent | not | 2 | 30.33 | 27.05 | 30.33 | 31.96 |
| *(Benchmark)* | on plan | 2 | 40.58 | 45.56 | 40.58 | 43.07 |
| Assistant to the Director of Inspectional Services | 25.93 | 4 | 28.67 | 19.72 | 30.54 | 31.95 |
| | 33.32 | 5 | 34.27 | 45.08 | 36.59 | 38.60 |
| Assistant Treasurer | 36.95 | 9 | 30.82 | 17.21 | 31.30 | 32.08 |
| | 47.49 | 10 | 39.39 | 55.88 | 38.35 | 40.59 |
| Building Systems Supervisor (HVAC Supervisor) - DPW | 34.47 | 5 | 31.37 | 25.84 | 32.67 | 34.58 |
| | 37.98 | 5 | 42.65 | 50.48 | 43.11 | 48.23 |
| Cemetery Administrator | 31.03 | 4 | 29.58 | 24.75 | 29.99 | 33.10 |
| | 34.19 | 5 | 39.24 | 48.02 | 38.05 | 45.02 |
| Chief Assessor | 48.05 | 7 | 41.46 | 27.99 | 41.67 | 45.16 |
| | 61.74 | 10 | 56.78 | 74.16 | 52.14 | 66.12 |
| Chief Financial Officer and City Auditor | 68.93 | 5 | 50.95 | 32.37 | 54.35 | 55.46 |
| | 87.69 | 8 | 66.72 | 78.53 | 67.03 | 74.13 |
| Chief of Police | contract | 5 | 61.52 | 50.53 | 59.78 | 68.88 |
| | 63.58 | 8 | 81.44 | 94.33 | 82.82 | 88.33 |
| City Clerk | 39.52 | 3 | 39.92 | 37.28 | 37.88 | 41.24 |
| | 50.78 | 8 | 49.17 | 66.39 | 47.65 | 50.97 |
| City Engineer | 45.76 | 6 | 43.81 | 30.31 | 45.21 | 48.03 |
| | 58.80 | 9 | 55.47 | 68.29 | 55.00 | 64.37 |

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| POSITION TITLE | Melrose Current | Comp Data Points | Comp Average | Comp Lo-Hi Range | Comp Median | 75th Percent of Market |
|---|---|---|---|---|---|---|
| City Planner | 40.21 | 3 | 36.17 | 33.15 | 34.44 | 37.68 |
| | 44.30 | 4 | 49.01 | 60.91 | 46.91 | 52.95 |
| City Solicitor - Labor Counsel | 65.03 | 4 | 55.14 | 29.33 | 57.62 | 63.84 |
| | 82.73 | 5 | 71.24 | 90.19 | 73.48 | 86.39 |
| Clerk of Committees | 30.80 | 1 | 35.64 | 35.64 | 35.64 | 35.64 |
| | 39.58 | 2 | 47.87 | 49.80 | 47.87 | 48.83 |
| Council on Aging Coordinator | 19.51 | 3 | 23.90 | 23.15 | 24.04 | 24.28 |
| | 21.50 | 4 | 25.78 | 29.94 | 25.95 | 28.01 |
| Council on Aging Director | 48.05 | 8 | 35.88 | 22.78 | 34.85 | 39.85 |
| | 61.74 | 8 | 45.75 | 60.91 | 42.58 | 53.70 |
| Communication and Community Outreach Coordinator | 31.63 | 3 | 30.70 | 21.29 | 32.93 | 35.41 |
| | 40.71 | 6 | 39.77 | 48.02 | 41.46 | 46.14 |
| Deputy City Engineer | 39.52 | 3 | 42.03 | 37.26 | 37.53 | 44.42 |
| | 50.78 | 4 | 56.95 | 69.69 | 54.11 | 59.33 |
| Director of Inspectional Services/Building Commissioner | 39.52 | 7 | 45.12 | 41.00 | 44.59 | 46.08 |
| | 50.78 | 9 | 56.68 | 78.53 | 53.04 | 65.32 |
| Director of Community Development and Planning | 48.05 | 7 | 45.75 | 29.33 | 47.26 | 49.15 |
| | 61.74 | 10 | 58.72 | 86.39 | 54.77 | 64.92 |
| Chief Information Officer (city and schools) / IT Director | 57.87 | 5 | 48.79 | 44.59 | 49.05 | 49.76 |
| | 73.63 | 8 | 64.71 | 85.11 | 65.15 | 67.36 |
| Director of Public Works | 68.93 | 7 | 54.25 | 30.31 | 54.58 | 61.54 |
| | 87.69 | 10 | 70.60 | 86.39 | 72.10 | 79.20 |
| Director of Strategic Initiatives and Communications (Mayor's Office) | 48.05 | 3 | 46.34 | 41.00 | 45.64 | 49.00 |
| | 61.74 | 3 | 64.71 | 82.03 | 59.06 | 70.54 |
| Energy Efficiency Manager | 28.47 | 2 | 32.10 | 29.42 | 32.10 | 33.44 |
| *Benchmark* | 31.37 | 3 | 41.99 | 45.01 | 41.71 | 43.36 |
| Executive Assistant to City Solicitor | 28.26 | 2 | 31.15 | 30.14 | 31.15 | 31.65 |
| | 36.31 | 2 | 41.39 | 41.61 | 41.39 | 41.50 |
| Executive Director - Melrose Contributory Retirement | 44.40 | 2 | 40.71 | 32.37 | 40.71 | 44.88 |
| | 48.91 | 3 | 57.97 | 70.88 | 57.30 | 64.09 |
| Executive Director Melrose Memorial Hall | 33.88 | 3 | 32.94 | 31.31 | 32.92 | 33.75 |
| | 43.54 | 3 | 44.11 | 50.48 | 44.27 | 47.38 |
| Executive Office Manager - Police | 26.12 | 2 | 30.93 | 30.48 | 30.93 | 31.15 |
| | 28.79 | 8 | 36.10 | 41.29 | 36.76 | 38.72 |
| Event Operations Assistant - Memorial Hall | 19.51 | 1 | 20.65 | 20.65 | 20.65 | 20.65 |
| | 21.50 | 1 | 28.98 | 28.98 | 28.98 | 28.98 |

Minutes Acceptance: Minutes of Feb 21, 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 |
|---|---|---|---|---|---|---|
| Facilities Manager - City and Schools | 45.76 | 4 | 51.19 | 44.59 | 50.20 | 55.88 |
| | 58.80 | 7 | 63.46 | 86.39 | 59.92 | 68.50 |
| Finance Manager (Auditing) | 28.26 | 2 | 31.08 | 30.32 | 31.08 | 31.46 |
| | 36.31 | 3 | 40.28 | 46.51 | 39.80 | 43.15 |
| Finance Administrator - Fire Dept./Public Safety | 25.67 | 3 | 28.31 | 27.30 | 28.74 | 28.81 |
| | 32.99 | 3 | 36.27 | 37.93 | 35.44 | 36.68 |
| Financial Systems Analyst/Project Manager (Auditor/IT Depts.) | 39.52 | 4 | 43.88 | 31.37 | 46.54 | 50.58 |
| | 50.78 | 4 | 57.46 | 68.47 | 57.85 | 62.49 |
| Fire Chief | contract | 5 | 59.39 | 50.53 | 59.78 | 64.96 |
| | 66.27 | 8 | 73.94 | 86.39 | 73.87 | 77.58 |
| Health Director (Melrose is regional) | 61.35 | 6 | 36.18 | 23.91 | 36.84 | 39.97 |
| | 78.05 | 7 | 47.13 | 59.06 | 46.16 | 53.78 |
| Human Resources Assistant | 28.47 | 1 | 26.44 | 26.44 | 26.44 | 26.44 |
| | 31.37 | 2 | 35.63 | 36.27 | 35.63 | 35.95 |
| Human Resources Director | 48.05 | 7 | 41.82 | 26.71 | 41.67 | 46.82 |
| | 61.74 | 10 | 54.86 | 70.88 | 52.30 | 63.17 |
| Human Resources Benefits Coordinator | 36.95 | 7 | 29.58 | 17.21 | 29.31 | 32.69 |
| | 47.49 | 10 | 37.29 | 50.48 | 37.16 | 39.37 |
| Library Director | 36.59 | 7 | 43.20 | 25.35 | 44.59 | 48.06 |
| | 47.02 | 10 | 54.50 | 78.53 | 51.81 | 61.83 |
| Local Building Inspector (Certified) | 40.21 | 4 | 33.38 | 31.31 | 33.81 | 34.15 |
| | 44.30 | 7 | 40.21 | 50.48 | 40.39 | 42.71 |
| Milano Center Manager (COA) | 31.03 | 1 | 41.25 | 41.25 | 41.25 | 41.25 |
| | 34.19 | 1 | 54.84 | 54.84 | 54.84 | 54.84 |
| Operations Manager - DPW | 39.52 | 4 | 42.75 | 39.02 | 43.08 | 44.09 |
| | 50.78 | 6 | 51.68 | 58.09 | 51.66 | 56.60 |
| Program Coordinator - MA in MotionZBA Clerk | 28.47 | 1 | 25.38 | 25.38 | 25.38 | 25.38 |
| | 31.37 | 1 | 34.09 | 34.09 | 34.09 | 34.09 |
| Planning Coordinator & ZBA Clerk | 24.47 | 3 | 23.12 | 18.65 | 22.25 | 25.36 |
| | 26.96 | 3 | 29.85 | 34.15 | 30.25 | 32.20 |
| Plumbing and Gas Inspector | 28.47 | 5 | 28.83 | 19.95 | 28.46 | 32.93 |
| | 31.37 | 7 | 37.37 | 48.02 | 36.23 | 43.49 |
| Public Health Specialist | 34.47 | 2 | 35.90 | 33.61 | 35.90 | 37.05 |
| | 37.98 | 2 | 47.88 | 52.27 | 47.88 | 50.07 |
| Program Coordinator - Tobacco/Alcohol | 26.12 | 1 | 34.25 | 34.25 | 34.25 | 34.25 |
| | 28.78 | 1 | 46.91 | 46.91 | 46.91 | 46.91 |
| Project Engineer | 28.26 | 4 | 34.67 | 31.68 | 35.35 | 36.27 |
| | 36.31 | 6 | 43.86 | 53.61 | 43.05 | 46.60 |
| Recreation Coordinator | 26.12 | 7 | 25.39 | 17.21 | 24.52 | 28.84 |
| | 28.78 | 8 | 31.81 | 48.02 | 28.60 | 33.94 |

Minutes Acceptance: Minutes of Feb 21, 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 |
|---|---|---|---|---|---|---|
| Recreation Director | 45.76 | 7 | 38.00 | 26.71 | 37.77 | 41.29 |
| | 58.80 | 9 | 48.96 | 70.88 | 44.90 | 53.07 |
| Sealer of Weights and Measures | 31.92 | 2 | 31.85 | 30.77 | 31.85 | 32.39 |
| | 35.17 | 3 | 42.74 | 48.02 | 40.39 | 44.20 |
| Senior Planner | 40.21 | 5 | 33.29 | 28.01 | 34.43 | 34.78 |
| | 44.30 | 7 | 43.64 | 51.27 | 45.01 | 50.19 |
| Superintendent of Mount Hood - *Limited Data* | | | | | | |
| | 45.76 | 2 | 34.74 | 25.66 | 34.74 | 39.27 |
| | 58.80 | 2 | 47.56 | 60.47 | 47.56 | 54.01 |
| Superintendent of Parks | not on plan | 4 | 35.20 | 26.71 | 36.21 | 39.53 |
| | 29.12 | 5 | 41.90 | 49.77 | 39.80 | 45.02 |
| Sustainability Manager | 28.26 | 2 | 36.09 | 34.64 | 36.09 | 36.81 |
| | 36.31 | 2 | 51.34 | 55.88 | 51.34 | 53.61 |
| Systems Analyst IT (city/schools) - networks/databases | 30.80 | 3 | 40.97 | 34.43 | 42.66 | 44.24 |
| | 39.58 | 5 | 50.99 | 55.19 | 51.27 | 55.00 |
| Treasurer/Collector | 48.05 | 7 | 43.83 | 23.91 | 45.27 | 48.84 |
| | 61.74 | 9 | 58.05 | 78.53 | 56.17 | 66.39 |
| Veteran's Administrative Assistant/PT | 19.51 | 1 | 31.74 | 31.74 | 31.74 | 31.74 |
| | 21.50 | 2 | 36.34 | 42.56 | 36.34 | 39.45 |
| Veterans Services Director (Regional Position) | 39.81 | 6 | 28.35 | 19.95 | 28.23 | 31.23 |
| | 43.87 | 7 | 37.02 | 47.14 | 36.23 | 42.93 |
| Water-Sewer Administrator (Billing) | 30.80 | 3 | 24.94 | 21.29 | 23.75 | 26.77 |
| | 39.58 | 5 | 35.04 | 40.39 | 36.59 | 39.37 |
| Wiring Inspector | 31.92 | 6 | 30.87 | 19.95 | 30.70 | 34.32 |
| | 35.17 | 8 | 40.27 | 48.02 | 41.93 | 46.41 |

Minutes Acceptance: Minutes of Feb 21, 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 |
|---|---|---|---|---|---|---|
| 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 |

Minutes Acceptance: Minutes of Feb 21, 2023 7:45 PM (Reading of the Minutes)

# SALARY ASSESSOR®
Individual Job Report

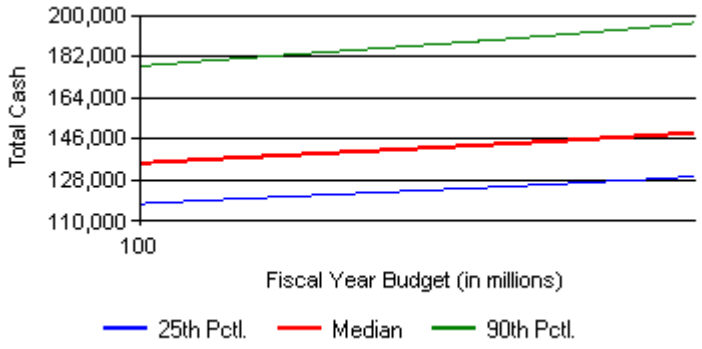
## Police Chief

### 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 Feb 21, 2023 7:45 PM (Reading of the Minutes)

# SALARY ASSESSOR®
Individual Job Report

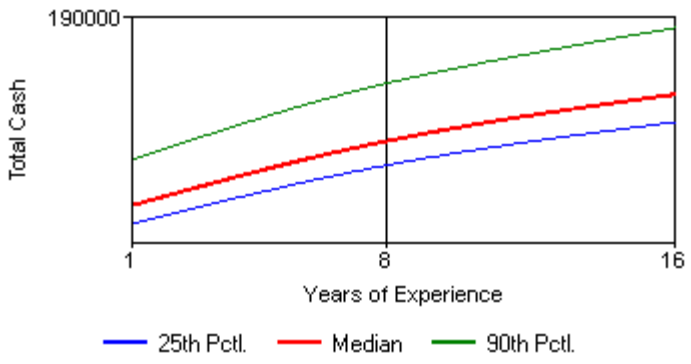
## Fire Chief

### 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 Feb 21, 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/Stipends | 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 M |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | | | | | | | | | | | | | |
| 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 Feb 21, 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/Stipends | 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 M |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 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/Stipends | 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 M |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 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 has 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 salart progression than the currrent 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?

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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 |

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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.

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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.

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## 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 would'nt 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 is'nt 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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**Ghobrial, Andrew**

**From:** Alison Sarnoski <[redacted]com>
**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

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# Comp and Class Study Results

## Funding Request for Non-Union Salary Adjustments

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# 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

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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.

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# Study Timeline

City Council voted to authorize appropriation to hire HRS

HRS reviewed and analyzed all positions

HRS submitted draft Comp and Class Plan

HRS trained Workforce Development Committee to administer plan

Appeals process was completed and plan finalized

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| 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** |

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| 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 cle 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.** |

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| OUR SYSTEM TODAY | PROPOSED SYSTEM |
| --- | --- |
| Pay decisions are made in a vacuum. | **Provides fair and equitable approach to pa decisions and reduces subjectivity.** |
| Non-compliant with MEPA (various tiers based on hire dates, lack of consistency). | **Ensures internal equity and compliance wi MEPA.** |
| Formal FLSA review has not been conducted to ensure FLSA compliance. | **FLSA status evaluation ensure properly classifying positions as Exempt/ Non-exempt.** |

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| 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 an 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.** |

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# Risks v. Rewards

There are **RISKS** if the plan is <u>not</u> 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 ☺

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# 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.

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# 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

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# 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

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# 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**

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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 onnection 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 | $ - |

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

# CITY OF MELROSE

**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 Feb 21, 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<br>**(and d/b/a):** | | **COMMONWEALTH DEPARTMENT NAME:** Department of Fire Services<br>**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.<br>**(Note: The Address ID must be set up for EFT payments.)** | | **MMARS Doc ID(s):** CT-DFS-1000-<br>**RFR/Procurement or Other ID Number:** Legislative Exemption | |

**_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)
__ **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)
_x_ **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: _____, 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): _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). $ 60,000.00.

**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: _x_ agree to standard 45 day cycle __ statutory/legal or Ready Payments (M.G.L. c. 29, § 23A); __ only initial payment (subsequent payments scheduled to support standard EFT 45 day payment cycle. See Prompt Pay Discounts Policy.)

**BRIEF DESCRIPTION OF CONTRACT PERFORMANCE or REASON FOR AMENDMENT:** (Enter the Contract title, purpose, fiscal year(s) and a detailed description of the scope of performance or what is being amended for a Contract Amendment. Attach all supporting documentation and justifications.) This grant is for 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:

_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, 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: Edward J. Collina . Date: 9/30/22
(Signature and Date Must Be Handwritten At Time of Signature)
Print Name: Edward J. Collina .
Print Title: Chief of Dept.-Fire .

**AUTHORIZING SIGNATURE FOR THE COMMONWEALTH:**

X: _____ . Date: _____ .
(Signature and Date Must Be Handwritten At Time of Signature)
Print Name: _____ .
Print Title: _____ .

Minutes Acceptance: Minutes of Feb 21, 2023 7:45 PM (Reading of the Minutes)

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 |
| 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: 781-662-2182 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 Feb 21, 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

Minutes Acceptance: Minutes of Feb 21, 2023 7:45 PM (Reading of the Minutes)

| 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.

Minutes Acceptance: Minutes of Feb 21, 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:**

Edward J Collina

**City of Melrose**

Edward Collina - Chief of Dept.

Print Name and Title

9/30/2022

Date

**Approved by:**

Department of Fire Services

Print Name and Title

Date

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# COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM

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| | | | |
|---|---|---|---|
| **CONTRACTOR LEGAL NAME:** City of Melrose (and d/b/a): | | **COMMONWEALTH DEPARTMENT NAME:** Department of Fire Services<br>**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.<br>**(Note: The Address ID must be set up for EFT payments.)** | | **MMARS Doc ID(s):** CT-DFS-1000-<br>**RFR/Procurement or Other ID Number:** Legislative Exemption | |

**_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)
__ **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)
_x_ **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: _____, 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)
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**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 Servic

**COMPENSATION:** (Check ONE option): The Department certifies that payments for authorized performance accepted in accordance with the terms of this Contract will be supporte 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). $ 60,000.00.

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**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 a 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:

_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 ar 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 amend 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 requi approvals. The Contractor certifies that they have accessed and reviewed all documents incorporated by reference as electronically published and the Contractor makes all certificatic required under the Standard Contract Form Instructions and Contractor Certifications under the pains and penalties of perjury, and further agrees to provide any required documentat 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 referer herein according to the following hierarchy of document precedence, the applicable Commonwealth Terms and Conditions, this Standard Contract Form, the Standard Contract Fo 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 onl 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 effect Contract.

**AUTHORIZING SIGNATURE FOR THE CONTRACTOR:**

X: Edward J. Collina, Date: 9/30/22
(Signature and Date Must Be Handwritten At Time of Signature)
Print Name: Edward J. Collina
Print Title: Chief of Dept.-Fire

**AUTHORIZING SIGNATURE FOR THE COMMONWEALTH:**

X: [signature], Date: 10/2/22
(Signature and Date Must Be Handwritten At Time of Signature)
Print Name: David Clemons
Print Title: Director of Operations



Minutes Acceptance: Minutes of Feb 21, 2023 7:45 PM (Reading of the Minutes)

Issued May 2004

# COMMONWEALTH OF MASSACHUSETTS
## CONTRACTOR AUTHORIZED SIGNATORY LISTING

**CONTRACTOR LEGAL NAME :** City of Melrose
**CONTRACTOR VENDOR/CUSTOMER CODE:** VC6000192116

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**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: 781-662-2182 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 Feb 21, 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. | City: | State: | Zip code: |
|---|---|---|---|
| 562 Main Street | Melrose | MA | 02176 |
| Remittance Address: if different from legal address number, street, apt. or suite no. | City: | State: | Zip code: |
| | | | |

| Phone: | Fax: | Email address: |
|---|---|---|
| 781-979-4404 | 781-662-2304 | 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: | SSN: | DUNS: |
|---|---|---|---|
| | 04-6001401 | | |

**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 ► Stephanie Ciampi | Date ► 9/30/22 |
|---|---|---|
| | Printed Name ► Stephanie Ciampi | |

Minutes Acceptance: Minutes of Feb 21, 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

Minutes Acceptance: Minutes of Feb 21, 2023 7:45 PM (Reading of the Minutes)

| Budget Category | Budget Amount | Describe how the planned expenditures relate to t 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 purchasec 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.

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**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 of Dept

Print Name and Title

9/30/2022

Date

**Approved by:**

Department of Fire Services

David Clemons, 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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CITY OF M
OFFICE OF THE CITY CLERK

Kristin Foote
City Clerk

562 Main Stre
Melrose, Massachusetts 0217
Telephone - (781) 979-411

# 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:<br>o Melrose Fire<br>o Melrose Health and Human Services Department<br>o Melrose Police<br>o Inspectional Services<br>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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CITY OF MELROSE
OFFICE OF THE CITY CLERK

Kristin Foote
City Clerk

562 Main Stree
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:** DEAN SCARITO - GENERAL MANAGER | **Emergency Phone Number:** [redacted] |

| Circle all that apply: | Breakfast | Lunch | Dinner | Take-out |
|---|---|---|---|---|
| | GOLF + FUNCTIONS | GOLF + FUNCTIONS | FUNCTIONS | |

**Please List Daily Hours of Operation**

| Sunday | Monday | Tuesday | Wednesday | Thursday | Friday | Saturday |
|---|---|---|---|---|---|---|
| 6:00 AM | TO 11:00 PM | IN SEASON → | | | | |
| VARIABLE | DURING | OFF-SEASON - DEPENDENT ON FUNCTION DEMAND | | | | |

| | |
|---|---|
| *Approved Number of Seats:* | MAIN HALL: 90<br>CARR ROOM: 60<br>SNACK ROOM: 35 |
| *Floor Space/ Square Feet:* | MAIN HALL: 1390<br>CARR Room: 780<br>SNACK Room: 450 |

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OFFICE OF THE CITY CLERK

Kristin Foote
City Clerk

562 Main Stre
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<br>Date of Signature | [redacted]<br>Date of Birth |
| Signature of Petitioner 2 | 12/19/2022<br>Date of Signature | [redacted]<br>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.

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CITY OF MELROSE
OFFICE OF THE CITY CLERK

Kristin Foote
City Clerk

562 Main Stree
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 45 employees (full/part-time) LOCAL 130 TOTAL |
| | 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 GOLF COURSE W/ SNACK BAR, BAR, + FUNCTION SPACE |

*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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***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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OFFICE OF THE CITY CLERK

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Telephone - (781) 979-411

# INFORMATION AND INSTRUCTIONS

Massachusetts General Laws chapter 152 requires all employers to provide workers' compensation for their employees. Pursuant to this statue, 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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OFFICE OF THE CITY

Kristin Foote
City Clerk

562 Main Stree
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 OF M
OFFICE OF THE CITY CLERK

Kristin Foote
City Clerk

562 Main Stre
Melrose, Massachusetts 021
Telephone - (781) 979-41

# 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: SALAMORE 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 |
|---|---|---|---|---|---|---|
| | VARIABLE DURING OFF SEASON - DEPENDENT ON FUNCTION BOO | 6:00AM | TO 11:00PM | IN SEASON | | |
| *Approved Number of Seats:* | | | MAIN HALL: 90<br>CART ROOM: 60<br>SNACK ROOM: 35 | | | |
| *Floor Space/ Square Feet:* | | | MAIN HALL: 1390<br>CART ROOM: 780<br>SNACK ROOM: 450 | | | |

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OFFICE OF THE CITY CLERK

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Telephone - (781) 979-411

**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 | **FOOD PERMIT EXP DATE:** 05-31-2023 |
|---|---|---|
| *Health & Human Services Signature* | Anthony Chui *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 |
|---|---|
| *Melrose Police Signature* (45) | *Melrose Police Name Printed* 45 |
| ☐ Denied | ☑ Approved ☐ Other |
| Comments: | |

| **INSPECTIONAL SERVICES DEPARTMENT** 781-979-4135 | Date Signed: 12/20/22 |
|---|---|
| *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 |
|---|---|
| *Treasurer Collector Signature* | Pat Dean *Treasurer Collector Name Printed* |
| ☐ Denied | ☑ Approved ☐ Other |
| Comments: | |

Minutes Acceptance: Minutes of Feb 21, 2023 7:45 PM (Reading of the Minutes)

ACORD®

# 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<br>D.B. Warlick & Co.<br>P O Box 1260<br>69 Lafayette Rd.<br>North Hampton NH 03862 | COMPANY<br>Merchants Insurance Co. | BINDER #<br>B22121528363 |
| PHONE (A/C, No, Ext): (603) 964-6065 FAX (A/C, No): (603) 964-9029 | EFFECTIVE DATE: 1/1/2023 TIME: 12:01 X AM | EXPIRATION DATE: 1/31/2023 TIME: X 12:01 AM / NOON |
| CODE: SUB CODE: | ☐ THIS BINDER IS ISSUED TO EXTEND COVERAGE IN THE ABOVE NAMED COMPANY<br>PER EXPIRING POLICY #: CMP9155355 | |
| AGENCY CUSTOMER ID: 00015225 | DESCRIPTION OF OPERATIONS / VEHICLES / PROPERTY (Including Location) | |
| INSURED AND MAILING ADDRESS<br>Sagamore Golf Inc dba Mt Hood Memorial Park & Golf Course<br>101 North Road<br>North Hampton NH 03862 | Location: 100 Slayton Road, Melrose MA | |

## COVERAGES

| TYPE OF INSURANCE | COVERAGE / FORMS | LIMITS: DEDUCTIBLE | COINS % | AMOUNT |
|---|---|---|---|---|
| PROPERTY — CAUSES OF LOSS: ☐ BASIC ☐ BROAD ☒ SPEC; ☒ REPLACEMENT COST | Blanket Bldg & contents | [redacted] | | |
| GENERAL LIABILITY — ☒ COMMERCIAL GENERAL LIABILITY; ☐ CLAIMS MADE ☒ OCCUR | RETRO DATE FOR CLAIMS MADE: | EACH OCCURRENCE | | $ [redacted] |
| | | DAMAGE TO RENTED PREMISES | | $ |
| | | MED EXP (Any one person) | | $ |
| | | PERSONAL & ADV INJURY | | $ |
| | | GENERAL AGGREGATE | | $ |
| | | PRODUCTS - COMP/OP 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: ☐ OTHER THAN COL: | ☐ ALL VEHICLES ☐ SCHEDULED VEHICLES | ☐ ACTUAL CASH VALUE<br>☐ 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 | | $ [redacted] |
| | | AGGREGATE | | $ |
| | | SELF-INSURED RETENTION | | $ |
| WORKER'S COMPENSATION AND EMPLOYER'S LIABILITY | | ☐ PER STATUTE | | |
| | | E.L. EACH ACCIDENT | | $ |
| | | E.L. DISEASE - EA EMPLOYEE | | $ |
| | | E.L. DISEASE - POLICY LIMIT | | $ |
| SPECIAL CONDITIONS / OTHER COVERAGES: Additional Insured: The People of the City of Melrose, The Park Commission, their commissioners, officers and agrents and employees | | FEES | | $ |
| | | TAXES | | $ |
| | | ESTIMATED TOTAL PREMIUM | | $ |

## NAME & ADDRESS

| | |
|---|---|
| | ☐ MORTGAGEE ☐ LOSS PAYEE ☐ ADDITIONAL INSURED |
| | LOAN #: |
| | AUTHORIZED REPRESENTATIVE<br>David Warlick/GAIL |


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INS075 (201309)
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Minutes Acceptance: Minutes of Feb 21, 2023 7:45 PM (Reading of the Minutes)

**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]

AGENCY/BROKER: D B WARLICK & CO.

AGENT CODE: 71889/NER06/037

TRANSACTION TYPE: RENEWAL

RENEWAL OF NUMBER: [redacted]

BUSINESS TYPE: CORPORATION

1. THE INSURED MAILING ADDRESS: SAGAMORE GOLF INC
101 NORTH ROAD
NORTH HAMPTON, NH 03862-2130

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 IU 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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# 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

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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.

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# Office of the Governor
## Commonwealth of Massachusetts
State House
Boston, Massachusetts 02133
Tel: (617) 725-4000

**CHARLES D. BAKER**
Governor

**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

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# 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<br>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)<br>(Note: The Address ID must be set up for EFT payments.) | | MMARS Doc ID(s): CT-DFS-1000-2023FFEGRANT00000000<br>RFR/Procurement or Other ID Number: BD-81549 | |

**_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: _____, 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): _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) **$19,000.00**

**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: _x_ 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:

_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, 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: Edward J Collina. Date: 12/9/22
(Signature and Date Must Be Captured At Time of Signature)

Print Name: Edward J. Collina

Print Title: Chief of Department

AUTHORIZING SIGNATURE FOR THE COMMONWEALTH:

X: _____. Date: _____.
(Signature and Date Must Be Captured At Time of Signature)

Print Name: David Clemons

Print Title: Director of Operations



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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 Collins | 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: 12/05/2022

Title: Mayor

Telephone: 781-979-4442

Fax: 781-662-2182

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.

Sensitivity level - low

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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:** 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.

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# 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.

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**Grant Award:**

| *Department* | *Description of allowable Equipment* |
|---|---|
| City of Melrose | Individual SCBA Facepiece<br>SCBA Bottle<br>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

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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:**

Edward J. Collins

**City of Melrose**

Edward J. Collins - 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

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CITY OF MELROSE

OFFICE OF THE MAYOR

PAUL BRODEUR
*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.

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**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.

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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**

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.

---

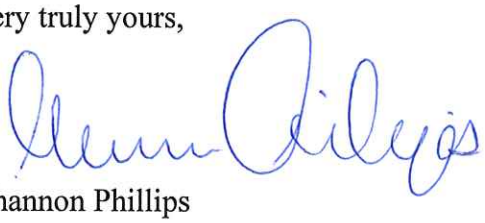
[1] *An Act Authorizing the Town of Wellesley to Continue Employment of Jeffrey Peterson*, Chapter 186 of the Acts of 2020 (October 2, 2020); *An Act Authorizing the City of Framingham to Continue the Employment of Police Officer James Green*, Chapter 307 of the Session Acts of 2020 (January 11, 2021); *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).

Minutes Acceptance: Minutes of Feb 21, 2023 7:45 PM (Reading of the Minutes)

Very truly yours,



Shannon Phillips

Minutes Acceptance: Minutes of Feb 21, 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**

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 Feb 21, 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 Feb 21, 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
Fax - (781) 662-2182

**MEMORANDUM**

To: Melrose City Council
From: Mayor Paul Brodeur
RE: Commission on Disability Reappointment
Date: January 3, 20223

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 Feb 21, 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 Feb 21, 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

Minutes Acceptance: Minutes of Feb 21, 2023 7:45 PM (Reading of the Minutes)

**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

Minutes Acceptance: Minutes of Feb 21, 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: 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 Feb 21, 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.

Minutes Acceptance: Minutes of Feb 21, 2023 7:45 PM (Reading of the Minutes)

# Western Surety Company

## RIDER

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, Vice President

Form F5147-11-2019

Minutes Acceptance: Minutes of Feb 21, 2023 7:45 PM (Reading of the Minutes)

# 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

WESTERN SURETY COMPANY CORPORATE SEAL SOUTH DAKOTA

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.

M. BENT NOTARY PUBLIC SOUTH DAKOTA SEAL SEAL

M. Bent

Notary Public

My Commission Expires March 2, 2026

**To validate bond authenticity, go to www.cnasurety.com > Owner/Obligee Services > Validate Bond Coverage.**

Form F1975-11-2020

Minutes Acceptance: Minutes of Feb 21, 2023 7:45 PM (Reading of the Minutes)

**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

Minutes Acceptance: Minutes of Feb 21, 2023 7:45 PM (Reading of the Minutes)

**§ 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.

Minutes Acceptance: Minutes of Feb 21, 2023 7:45 PM (Reading of the Minutes)

## 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 Feb 21, 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 onnection 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 Feb 21, 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 Feb 21, 2023 7:45 PM (Reading of the Minutes)

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

# CITY OF MELROSE

**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 Feb 21, 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, 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.macomptroller.org/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:** 617-838-2121 | **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: _____. Date: 10/10/22

(Signature and Date Must Be Handwritten At Time of Signature)

Print Name: Paul A. Brodeur

Print Title: MAYOR

**AUTHORIZING SIGNATURE FOR THE COMMONWEALTH:**

X: _____. Date: 11/28/22

(Signature and Date Must Be Handwritten At Time of Signature)

Print Name: David Mahr

Print Title: Chief Administrative Officer



11/16/2022 #89

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# 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 |

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# 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 respectively 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!**

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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

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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.

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## 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.**<br>**116 Pleasant Street, Suite 306**<br>**Easthampton, MA 01027**<br>**413-527-6425**<br><br>**Primary Contact : Elizabeth Connell**<br>**Email: elizabeth@mcoaonline.com** | **Entity: Melrose Council on Aging**<br><br>**Address: 235 West Foster Street, Melrose, MA 02176**<br>**Phone: (781) 665-4304**<br>**Primary Contact: Stacey Minchello**<br>**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:*** |

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Massachusetts Councils On Aging

**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.



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## 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



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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



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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 imparts 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.



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**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



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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 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



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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 HEREOF, 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.**

By: _____
Name: Elizabeth H. Connell
Title: Executive Director
Date: _____

**GRANTEE: Melrose Council on Aging**

By: _____
Authorizing Agent Name:
Title: _____
Date: _____

By: _____
Primary Contact (Implementation Manager)
Name:
Title: _____
Date: _____



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***EXHIBIT #1***
***MCOA DIRECT GRANT PROGRAMS – FY2023***

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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.

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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.
    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:*



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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,



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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.

Formatted Table

FY23 Field Demonstration Project Budget
Melrose Council on Aging

November 30, 2022

| 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** | | |



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# 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<br>**(and d/b/a):** | | **COMMONWEALTH DEPARTMENT NAME:** Department of Fire Services<br>**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.<br>**(Note: The Address ID must be set up for EFT payments.)** | | **MMARS Doc ID(s):** CT-DFS-1000-<br>**RFR/Procurement or Other ID Number:** Legislative Exemption | |

**_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)
__ **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)
_x_ **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: _____, 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): _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). $ 60,000.00.

**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: _x_ agree to standard 45 day cycle __ statutory/legal or Ready Payments (M.G.L. c. 29, § 23A); __ only initial payment (subsequent payments scheduled to support standard EFT 45 day payment cycle. See Prompt Pay Discounts Policy.)

**BRIEF DESCRIPTION OF CONTRACT PERFORMANCE or REASON FOR AMENDMENT:** (Enter the Contract title, purpose, fiscal year(s) and a detailed description of the scope of performance or what is being amended for a Contract Amendment. Attach all supporting documentation and justifications.) This grant is for 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:

_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, 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: Edward J. Collina . Date: 9/30/22
(Signature and Date Must Be Handwritten At Time of Signature)
Print Name: Edward J. Collina .
Print Title: Chief of Dept.-Fire .

**AUTHORIZING SIGNATURE FOR THE COMMONWEALTH:**

X: _____ . Date: _____ .
(Signature and Date Must Be Handwritten At Time of Signature)
Print Name: _____ .
Print Title: _____ .

Minutes Acceptance: Minutes of Feb 21, 2023 7:45 PM (Reading of the Minutes)

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 |
| 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: 781-662-2182 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.

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# 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

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| 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.

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**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 of Dept.

Print Name and Title

9/30/2022

Date

**Approved by:**

Department of Fire Services

Print Name and Title

Date

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# COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM

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| | | | |
|---|---|---|---|
| **CONTRACTOR LEGAL NAME:** City of Melrose (and d/b/a): | | **COMMONWEALTH DEPARTMENT NAME:** Department of Fire Services<br>**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.<br>**(Note: The Address ID must be set up for EFT payments.)** | | **MMARS Doc ID(s):** CT-DFS-1000-<br>**RFR/Procurement or Other ID Number:** Legislative Exemption | |

**_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)
__ **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)
_x_ **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: _____, 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)

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**COMPENSATION:** (Check ONE option): The Department certifies that payments for authorized performance accepted in accordance with the terms of this Contract will be supporte 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). $ 60,000.00.

**PROMPT PAYMENT DISCOUNTS (PPD):** Commonwealth payments are issued through EFT 45 days from invoice receipt. Contractors requesting **accelerated** payments must iden 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 da ___% PPD. If PPD percentages are left blank, identify reason: _x_ agree to standard 45 day cycle __ statutory/legal or Ready Payments (M.G.L. c. 29, § 23A); __ only initial paym (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 a 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:

_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 ar 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 amend 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 requi approvals. The Contractor certifies that they have accessed and reviewed all documents incorporated by reference as electronically published and the Contractor makes all certificatic required under the Standard Contract Form Instructions and Contractor Certifications under the pains and penalties of perjury, and further agrees to provide any required documentat 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 referer herein according to the following hierarchy of document precedence, the applicable Commonwealth Terms and Conditions, this Standard Contract Form, the Standard Contract Fo 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 onl 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 effect Contract.

**AUTHORIZING SIGNATURE FOR THE CONTRACTOR:**

X: Edward J. Collina, Date: 9/30/22
(Signature and Date Must Be Handwritten At Time of Signature)
Print Name: Edward J. Collina
Print Title: Chief of Dept.-Fire

**AUTHORIZING SIGNATURE FOR THE COMMONWEALTH:**

X: [signature], Date: 10/2/22
(Signature and Date Must Be Handwritten At Time of Signature)
Print Name: David Clemons
Print Title: Director of Operations



Minutes Acceptance: Minutes of Feb 21, 2023 7:45 PM (Reading of the Minutes)

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 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: 781-662-2182 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.

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| 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. | City: | State: | Zip code: |
|---|---|---|---|
| 562 Main Street | Melrose | MA | 02176 |
| Remittance Address: if different from legal address number, street, apt. or suite no. | City: | State: | Zip code: |
| | | | |

| Phone: | Fax: | Email address: |
|---|---|---|
| 781-979-4404 | 781-662-2304 | 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: | SSN: | DUNS: |
|---|---|---|---|
| | 04-6001401 | | |

**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 ► Stephanie Ciampi | Date ► 9/30/22 |
|---|---|---|
| | Printed Name ► Stephanie Ciampi | |

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# 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

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| Budget Category | Budget Amount | Describe how the planned expenditures relate to t 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 purchasec 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.

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**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 of Dept

Print Name and Title

9/30/2022

Date

**Approved by:**

Department of Fire Services

David Clemons, 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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| 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. Crowely 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 Robbibaro | 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 |

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**§ 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.

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| 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 Dovale | 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 |

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CITY OF MELROSE

OFFICE OF THE MAYOR

PAUL BRODEUR
*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 Sates 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.

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# Albert Talarico

## Experience

**2015-Present** **City of Peabody** **Peabody, MA**

*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**

*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**

*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**

*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

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# CITY OF MELROSE

OFFICE OF THE MAYOR

City Hall, 562 Main Street
Melrose, Massachusetts 02176
Telephone - (781) 979-4440
Fax - (781) 662-2182

PAUL
BRODEUR
*Mayor*

**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.

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# Sarah Besegai

52 Stratford Road
Melrose MA 02176
[redacted]

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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52 Stratford Road, Melrose, MA 02176 • [redacted]

# Sarah Besegai

## Experience

2007-2015 **LESLEY UNIVERSITY** **CAMBRIDGE, MA**
**Program Manager for Graduate School of Education**
- Provided a high-level administrational 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.

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# David Thimble

CEO & President, CaLex Company, LLC

94 Crescent Avenue
Melrose, MA 02176
[redacted]

## 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

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# CITY OF MELROSE

PAUL
BRODEUR
*Mayor*

**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.

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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.

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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

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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.*

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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 participate 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).

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TuftsMedicine
MelroseWakefield Hospital

Shields
HEALTH CARE GROUP

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

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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

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## 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.

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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.****

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CITY OF MELROSE

PLANNING BOARD

City Hall, 562 Main Street
Melrose, Massachusetts 02176
Telephone - (781) 979-4190
Fax - (781) 979-4290

GREGORY SAMPSON
*Chair*

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 Boards 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

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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 ⅔ 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.

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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

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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

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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,

Greg Sampson /DG

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

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# 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.

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# 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~~.

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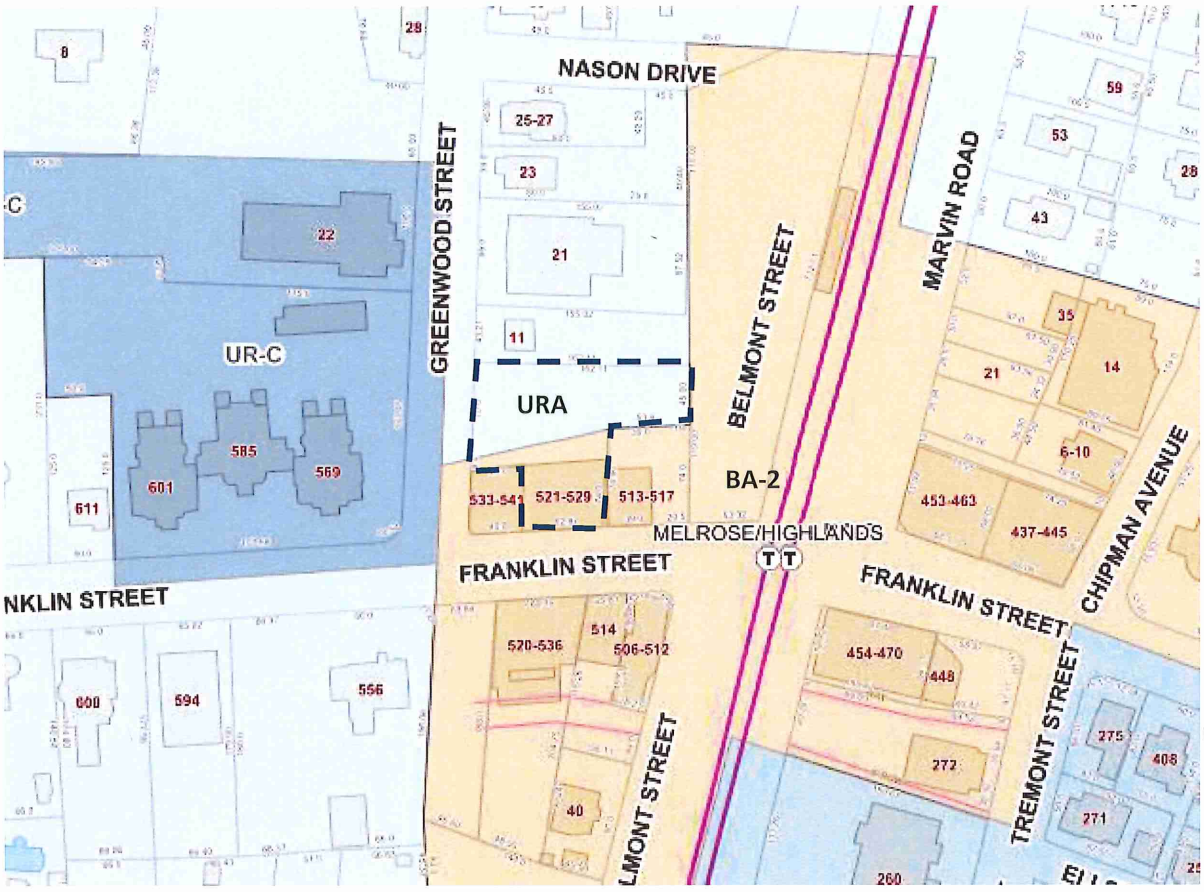
# BA-2 Zoning District Line Change at 521-529 Franklin St.

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 __.

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# 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.

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# 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.~~

Minutes Acceptance: Minutes of Feb 21, 2023 7:45 PM (Reading of the Minutes)

# 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.

Minutes Acceptance: Minutes of Feb 21, 2023 7:45 PM (Reading of the Minutes)

# 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.**

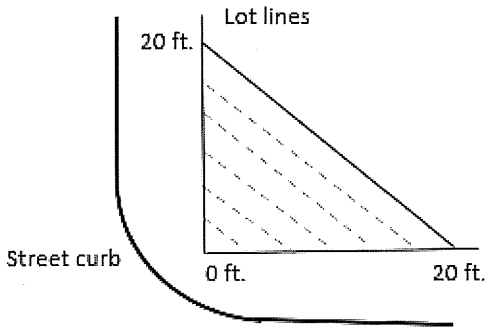
*Text that is removed is ~~crossed out~~ and additions are underlined.*

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.

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# 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.

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# 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,

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# 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.~~

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# 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~~ |



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*James P. Mitchell*
*Attorney at Law*

*20 West Emerson Street*
*Melrose, Massachusetts 02176*

*Telephone: (781) 662-9195*
*Fax: (781) 662-4428*
*Email: jpmitchell@masslaw.net*

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

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Return to:

Property: **Lot 10** & Lots 5,6 on Plan 429 of 2021, & Patricik's Place HOA, 0 Swains Pond Ave, Melrose, MA 02176

**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,

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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 GRANTEES 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;

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**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.

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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

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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**

Minutes Acceptance: Minutes of Feb 21, 2023 7:45 PM (Reading of the Minutes)

EXECUTED under seal this 13th day of JUNE, 2022.

0 SWAINS POND AVENUE
REALTY TRUST,
By: (duly authorized)

Laura L. Szekely, trustee
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.

ROBIN L. ALLEN
NOTARY PUBLIC
COMMONWEALTH OF MASSACHUSETTS
MY COMMISSION EXPIRES JUNE 24, 2027

Robin L. Allen
Notary Public Seal:
My Commission Expires: 6/24/2027

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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:

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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

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# SKETCH PLAN
# IN
# MELROSE, MA

SCALE: 1" = 40'

0' 20' 40' 80'

DATE: MARCH 31, 2022

SHOWING PROPOSED 15' WIDE DRAIN EASEMENT – LOTS 5&6

WILLIAMS & SPARAGES
ENGINEERS | PLANNERS | SURVEYORS
189 NORTH MAIN STREET
SUITE 101
MIDDLETON, MA 01949
PHONE: (978) 539-8088
FAX: (978) 539-8200
WSENGINEERS.COM

COMMONWEALTH OF MASSACHUSETTS
JOHN J. O'ROURKE III
No. 49904
PROFESSIONAL LAND SURVEYOR
(5-23-2022)

N

PL 429 OF 2021

LOT 5
(AS SHOWN ON PLAN
NO. 429 OF 2021)

LOT 10
(AS SHOWN ON PLAN
NO. 429 OF 2021)

PATRICK'S PLACE

S11°42'00"E 99.14 106.64

7.50

S01°49'27"E 7.50

N88°10'33"E 19.35

N78°18'00"E 41.66

N78°18'00"E 42.30

42.82 N78°18'00"E

7.50

S10°38'56"E 75.97 83.47

EXISTING DRAIN EASEMENT

N88°10'33"E 117.30 97.30

20.00

20.65 N88°10'33"E

S01°49'27"E 7.50

PROPOSED 15' WIDE DRAIN EASEMENT

LOT 6
(AS SHOWN ON PLAN
NO. 429 OF 2021)

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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:

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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.

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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.

ROBIN L. ALLEN
MY COMMISSION EXPIRES JUNE 24, 2027
NOTARY PUBLIC
COMMONWEALTH OF MASSACHUSETTS

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.

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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

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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.

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(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**

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EXECUTED under seal this 13th day of JUNE, 2022.

0 SWAINS POND AVENUE
REALTY TRUST,
By: (duly authorized)

Laura L. Szekely, Trustee
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.

ROBIN L. ALLEN
MY COMMISSION EXPIRES JUNE 24, 2027
NOTARY PUBLIC
COMMONWEALTH OF MASSACHUSETTS

Robin L. Allen
Notary Public
My Commission Expires: 6/24/2027

Seal:

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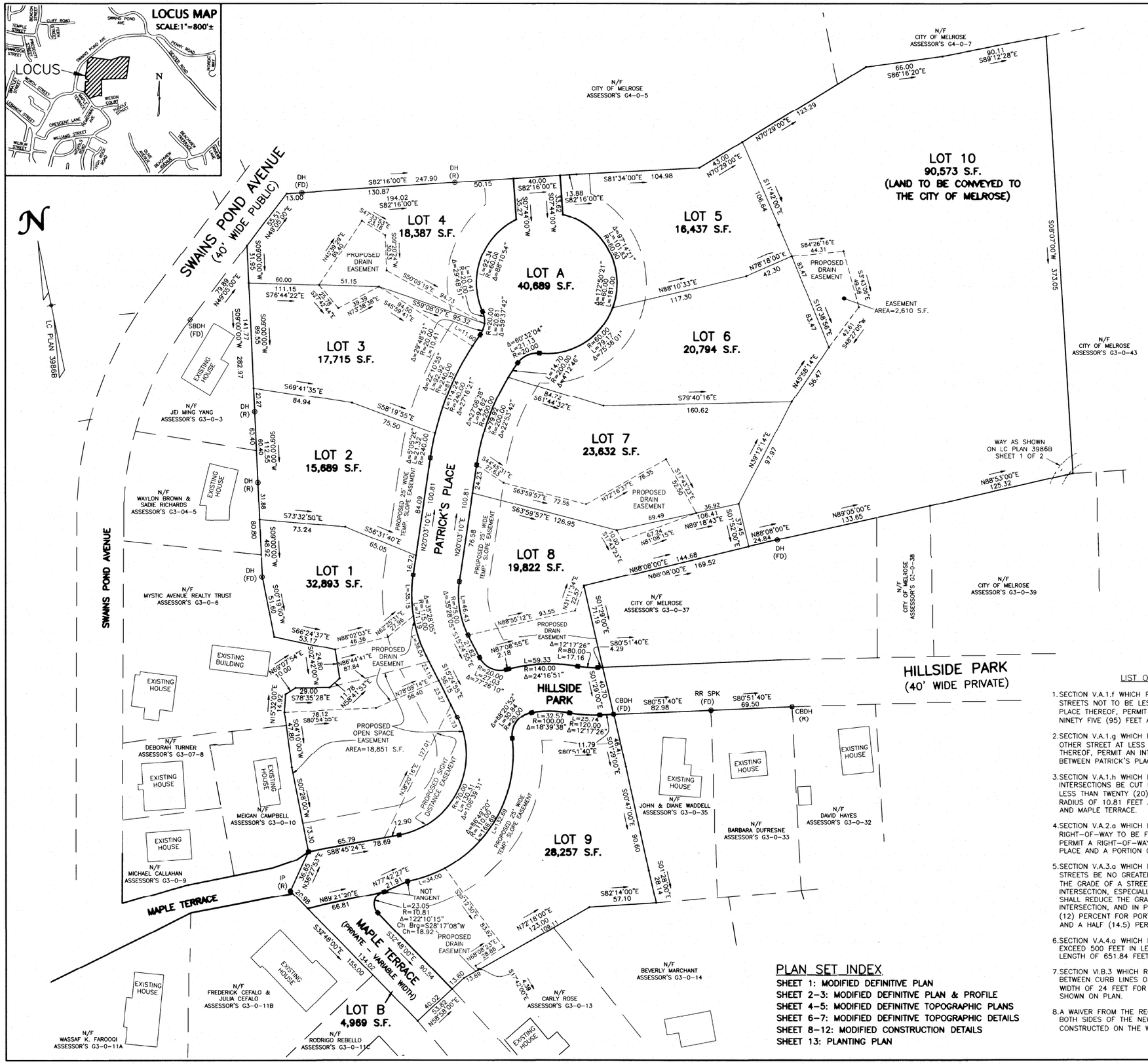
N
SWANS POND AVENUE
(40' WIDE PUBLIC)
LOT 1
32,893 S.F.
LOT 2
15,689 S.F.
LOT 3
17,715 S.F.
LOT 4
18,387 S.F.
LOT 5
16,437 S.F.
LOT 6
20,794 S.F.
LOT 7
23,632 S.F.
LOT 8
19,822 S.F.
LOT 9
28,257 S.F.
LOT A
40,689 S.F.
LOT B
4,969 S.F.
LOT 10
90,573 S.F.
(LAND TO BE CONVEYED TO
THE CITY OF MELROSE)
PATRICK'S PLACE
HILLSIDE PARK
(40' WIDE PRIVATE)
MAPLE TERRACE
(PRIVATE - VARIABLE WIDTH)
LC PLAN 3986B
EXISTING HOUSE
EXISTING BUILDING
PROPOSED DRAIN EASEMENT
PROPOSED OPEN SPACE EASEMENT
AREA=18,851 S.F.
EASEMENT AREA=2,610 S.F.
PROPOSED SIGHT DISTANCE EASEMENT
PROPOSED 25' WIDE TEMP. SLOPE EASEMENT
WAY AS SHOWN ON LC PLAN 3986B SHEET 1 OF 2
N/F CITY OF MELROSE ASSESSOR'S G4-0-7
N/F CITY OF MELROSE ASSESSOR'S G4-0-5
N/F CITY OF MELROSE ASSESSOR'S G3-0-43
N/F CITY OF MELROSE ASSESSOR'S G3-0-39
N/F CITY OF MELROSE ASSESSOR'S G3-0-38
N/F CITY OF MELROSE ASSESSOR'S G3-0-37
N/F JEI MING YANG ASSESSOR'S G3-0-3
N/F WAYLON BROWN & SADIE RICHARDS ASSESSOR'S G3-04-5
N/F MYSTIC AVENUE REALTY TRUST ASSESSOR'S G3-0-6
N/F DEBORAH TURNER ASSESSOR'S G3-07-8
N/F MEIGAN CAMPBELL ASSESSOR'S G3-0-10
N/F MICHAEL CALLAHAN ASSESSOR'S G3-0-9
N/F WASSAF K. FAROOQI ASSESSOR'S G3-0-11A
N/F FREDERICK CEFALO & JULIA CEFALO ASSESSOR'S G3-0-11B
N/F RODRIGO REBELLO ASSESSOR'S G3-0-11C
N/F CARLY ROSE ASSESSOR'S G3-0-13
N/F BEVERLY MARCHANT ASSESSOR'S G3-0-14
N/F JOHN & DIANE WADDELL ASSESSOR'S G3-0-35
N/F BARBARA DUFRESNE ASSESSOR'S G3-0-33
N/F DAVID HAYES ASSESSOR'S G3-0-32
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RECEIVED
By Melrose City Clerk at 11:42 am, Jun 19, 2020



CITY OF MELROSE

PLANNING BOARD

ANNE DESOUZA-WARD
*Chairwoman*

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

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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

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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.

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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

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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 Patricks' 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.

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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

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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:

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CONDITIONS

<table>
<tr><th>#</th><th>Condition</th><th>Timeframe for Compliance</th><th>Verification Department (Initial)</th><th>Completed (Date)</th></tr>
<tr><td>1</td><td colspan="4">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:
<table>
<tr><th>Date / (Stamp Date)</th><th>Submission</th></tr>
<tr><td>(1/6/20)</td><td>Initial Application submitted to the City Clerk’s Office</td></tr>
<tr><td>(1/16/20)</td><td>Narrative Describing Plan Changes</td></tr>
<tr><td>1/16/20 / (1/16/20)</td><td>Memo from Attorney James P. Mitchell</td></tr>
<tr><td>1/27/20 / (5/8/20)</td><td>Color Site Plans</td></tr>
<tr><td>1/27/20 / (5/15/20)</td><td>Open Space Planting Rendering</td></tr>
<tr><td>2/17/20 / (5/4/20)</td><td>Sections with 87 Swains Pond Avenue</td></tr>
<tr><td>3/11/20 / (4/28/20)</td><td>Revised Stormwater Report</td></tr>
<tr><td>3/11/20 / (5/8/20)</td><td>Work Zone Map</td></tr>
<tr><td>3/27/20 / (4/28/20)</td><td>Response to DPW Review, Response to Peer Review</td></tr>
<tr><td>4/23/20 / (4/28/20)</td><td>Site Distance Sketches</td></tr>
<tr><td>(5/1/20)</td><td>Executive Summary, Presentation for 5/4/20 Meeting</td></tr>
<tr><td>(5/8/20)</td><td>Developer’s Notes from 5/4/20 Meeting, Plan Showing Zoning Envelope</td></tr>
<tr><td>5/8/20 / (5/8/20)</td><td>Plan Showing Intersection of Swains Pond Avenue and Maple Terrace, Revised Construction Sequence</td></tr>
<tr><td>5/11/20 / (5/15/20)</td><td>Stormwater Pollution Prevention Plan</td></tr>
<tr><td>(5/12/20)</td><td>Questions from 1/27/20 Meeting</td></tr>
<tr><td>5/13/20 / (5/15/20)</td><td>Revised Modified Definitive Plans</td></tr>
<tr><td>5/14/20 / (5/15/20)</td><td>Blasting Plan, Response to Supplemental Peer Review</td></tr>
<tr><td>(5/15/20)</td><td>Retaining Wall Fence Examples, Retaining Wall Photos</td></tr>
<tr><td>(5/19/20)</td><td>Deeds and Plans for Maple Terrace</td></tr>
<tr><td>5/19/20 / (5/20/20)</td><td>Plan Showing Road Layout Widths on Maple Terrace</td></tr>
<tr><td>(5/20/20)</td><td>TOC for 5/18/20 Meeting</td></tr>
<tr><td>5/20/20 / (5/27/20)</td><td>Letter from Blasting Contractor</td></tr>
<tr><td>5/21/20 / (5/27/20)</td><td>Plan Showing Temporary Construction Road</td></tr>
<tr><td>5/26/20 / (5/27/20)</td><td>Plan Showing Blasting/Cut Depths</td></tr>
<tr><td>(5/27/20)</td><td>TOC for 6/1/20 Meeting, Questions from 5/18/20 Meeting, Stockade Fence Examples, Construction Sequence Diagram</td></tr>
<tr><td>(5/28/20)</td><td>Survey Methods</td></tr>
<tr><td>5/28/20 / (5/28/20)</td><td>Memo from Attorney James P. Mitchell</td></tr>
</table></td></tr>
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| 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 | |

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| 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 | |

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| 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 tress 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 | |

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| 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 rapc 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 | |

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| 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 | |

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| 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 | |

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| 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 | |

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| 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 | Carla Morelli | Gregory Sampson |
| Anne DeSouza-Ward | Sharon Petrillo | Jack Welch |
| Paul King | John Sadowski | |

No members of the Planning Board voted against the Modified Definitive Plan for Swains Pond Avenue. Robert Mercado abstained from the vote.

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**FOR THE MELROSE PLANNING BOARD**

Greg Sampson ELS

Gregory Sampson, Clerk

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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

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642 Franklin Street Melrose Massachusetts 02176 [redacted] [redacted]

# 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.

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## 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.

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- 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

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CITY OF MELROSE

OFFICE OF THE MAYOR

PAUL BRODEUR
*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.

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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: 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.

Minutes Acceptance: Minutes of Feb 21, 2023 7:45 PM (Reading of the Minutes)

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.

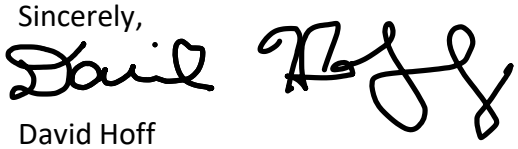
As an original member of the commission since 2020, I have played an integral role in the establishment and ongoing evolution of the commission. Since becoming chair in May 2021, I have worked to ensure that the commission functions in an effective manner operationally, while fulfilling its mission for 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

Minutes Acceptance: Minutes of Feb 21, 2023 7:45 PM (Reading of the Minutes)

Name: **David P. Hoff, M.S.W.**

Title: Program Director
Institute for Community Inclusion
University of Massachusetts,
Boston, MA

**Education**

| Degree | Institution Conferring | Year |
|---|---|---|
| B.S. | Cornell University (Business) | 1981 |
| M.S.W. | Rutgers University (Social Work) | 1994 |

## Professional Employment

| Organization | Nature | Years |
|---|---|---|
| **Our House, Inc.**<br>Berkeley Heights, NJ | • Employment Specialist<br>• Project Manager | 1991-1993<br>1993-1995 |
| **Institute for Community Inclusion**<br>Boston Children's Hospital &<br>University of Massachusetts Boston | • Training Associate<br>• Lead Training Associate<br>• Project Coordinator | 1995-1999<br>1999-2001<br>2001-2003 |
| **Metro North Workforce Board**<br>Cambridge, MA | • Associate Director | 2003-2006 |
| **Institute for Community Inclusion**<br>University of Massachusetts Boston | • Senior TA Specialist<br>• Program Director | 2006-2011<br>2011-present |

## Representative Training/Consulting

| Where | Nature | Years |
|---|---|---|
| **Division of Vocational Rehabilitation**<br>State of Colorado | Online Training: a) *Career Counseling for Youth w/Intellectual Disabilities*; b) *Technology & Students w/Intellectual Disabilities* | 2021 |
| **Division of Vocational Rehabilitation**<br>**Division for the Blind & Visually Impaired**<br>State of Vermont | Technical assistance on creating youth apprenticeships | Ongoing |
| **Division of Developmental Disabilities**<br>State of Missouri | Program Director - training & technical assistance project for employment service providers | 2018 - present |
| **Community Transportation Association**<br>Washington, DC | TA staff for national project on inclusive transportation planning | 2017 - present |
| **WA State Transition Conference**<br>Tacoma WA | Conference keynote: *Maintaining Employment Focus for Transition* | 2019 |

Minutes Acceptance: Minutes of Feb 21, 2023 7:45 PM (Reading of the Minutes)

## 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.

Minutes Acceptance: Minutes of Feb 21, 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: 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.

Minutes Acceptance: Minutes of Feb 21, 2023 7:45 PM (Reading of the Minutes)

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

Minutes Acceptance: Minutes of Feb 21, 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: 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.

Minutes Acceptance: Minutes of Feb 21, 2023 7:45 PM (Reading of the Minutes)

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

Minutes Acceptance: Minutes of Feb 21, 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
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.

Minutes Acceptance: Minutes of Feb 21, 2023 7:45 PM (Reading of the Minutes)

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

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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: 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.

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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

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DEPARTMENT OF PUBLIC WORKS
*Administration & Engineering–Water–Sewer–Facilities*
*Park & Forestry–Highway–Sanitation–Cemetery–Fleet*

# CITY OF MELROSE

**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

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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.

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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:** 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

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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 | $ - |

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| 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 |

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| Business Name | Location of Garage | Owner |
|---|---|---|
| RJM Motors Sales and Service | 448 Franklin St | Ronald Wu |

Minutes Acceptance: Minutes of Feb 21, 2023 7:45 PM (Reading of the Minutes)

| Expiration | ID |
|---|---|
| December 31, 2022 | 2008-082A |

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Minutes Acceptance: Minutes of Feb 21, 2023 7:45 PM (Reading of the Minutes)

# CITY OF MELROSE Human Resources Department

**City Hall, 562 Main Street**
**Melrose, Massachusetts 02176**
**(P) 781-979-4145**

**Polina Latta**
*Director*
*platta@cityofmelrose.org*

**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.

Minutes Acceptance: Minutes of Feb 21, 2023 7:45 PM (Reading of the Minutes)

# Office of the Governor
## Commonwealth of Massachusetts
State House
Boston, Massachusetts 02133
Tel: (617) 725-4000

**CHARLES D. BAKER**
Governor

**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 Feb 21, 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): | | COMMONWEALTH DEPARTMENT NAME: Department of Fire Services<br>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)<br>(Note: The Address ID must be set up for EFT payments.) | | MMARS Doc ID(s): CT-DFS-1000-2023FFEGRANT00000000<br>RFR/Procurement or Other ID Number: BD-81549 | |

**_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: _____, 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): _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) **$19,000.00**

**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: _x_ 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:

_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, 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: Edward J Collina. Date: 12/9/22
(Signature and Date Must Be Captured At Time of Signature)

Print Name: Edward J. Collina

Print Title: Chief of Department

AUTHORIZING SIGNATURE FOR THE COMMONWEALTH:

X: _____. Date: _____.
(Signature and Date Must Be Captured At Time of Signature)

Print Name: David Clemons

Print Title: Director of Operations



Minutes Acceptance: Minutes of Feb 21, 2023 7:45 PM (Reading of the Minutes)

**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

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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 Collins | 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: 12/05/2022

Title: Mayor

Telephone: 781-979-4442

Fax: 781-662-2182

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.

Sensitivity level - low

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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:** 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.

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# 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.

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**Grant Award:**

| *Department* | *Description of allowable Equipment* |
|---|---|
| City of Melrose | Individual SCBA Facepiece<br>SCBA Bottle<br>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

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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:**

Edward J. Collins

**City of Melrose**

Edward J. Collins - 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

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## 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

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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/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

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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**

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**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.

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# ARPA Update

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# 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.

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# 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)

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# Federal Relief Aid Regional Comparisons

| Community | Population | ARPA | ARPA per capita | ESSER | ESSER per student |
|---|---|---|---|---|---|
| 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** |

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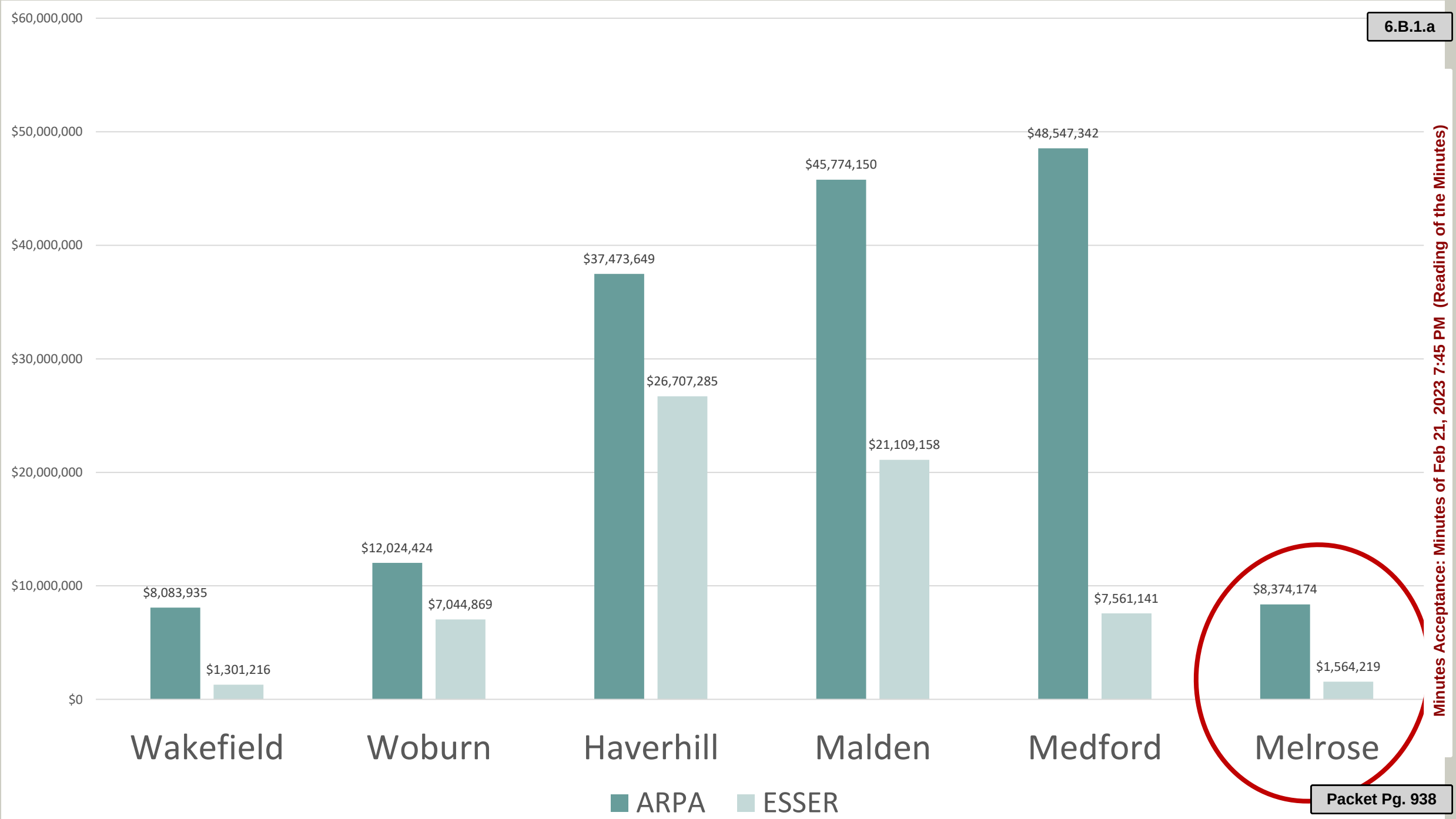


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# Mayor’s Priorities

- Identifying the areas of greatest need and relevance for Melrose’s economic and public heath recovery, including mental health and wellness
- Making much needed investments in City infrastructure
- Maintaining financial stability

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# ARPA Approvals To-Date

34 projects from 12 departments

$7.3M allocated

$1.05M unallocated

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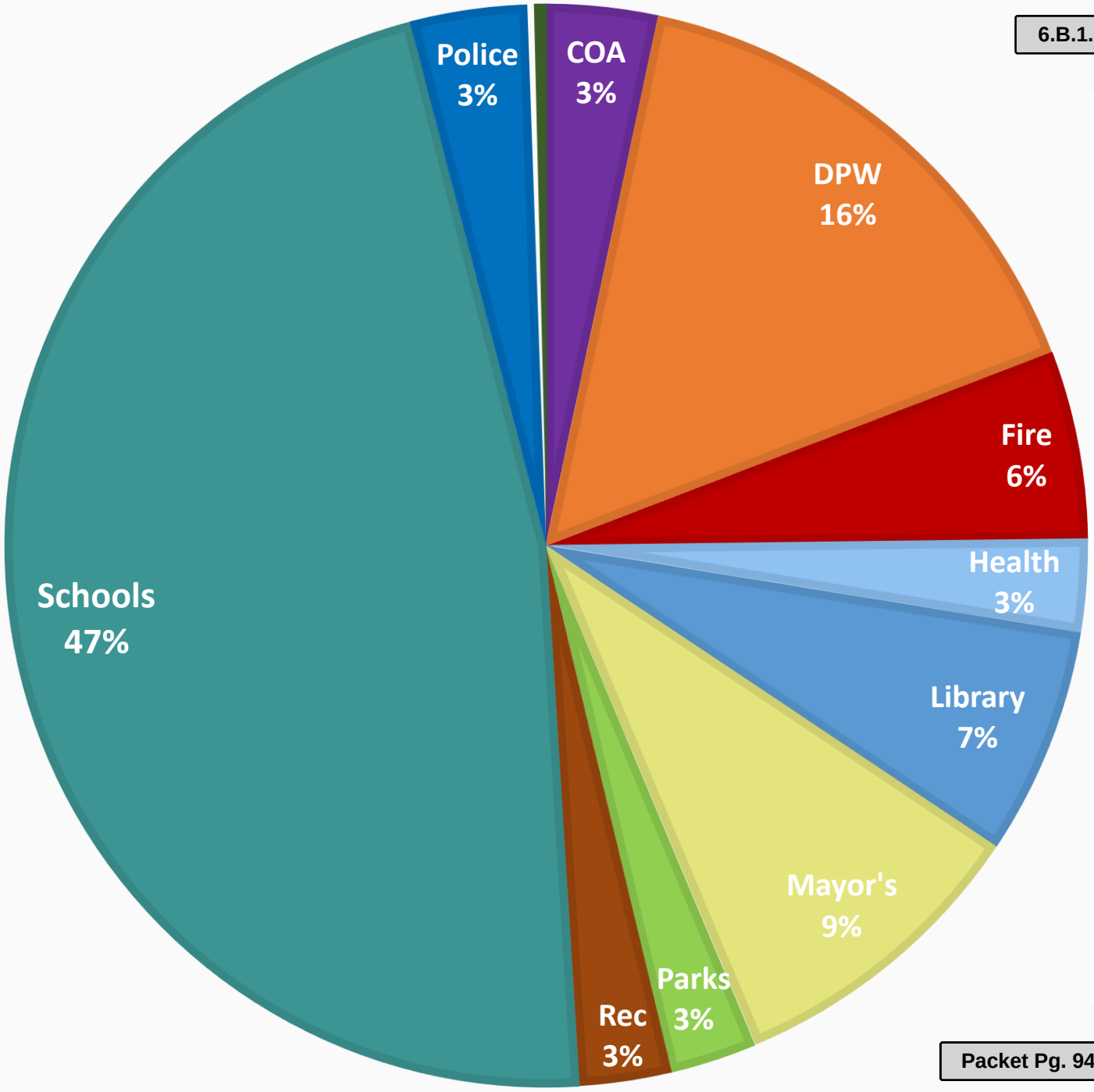
# ARPA Allocations By Department

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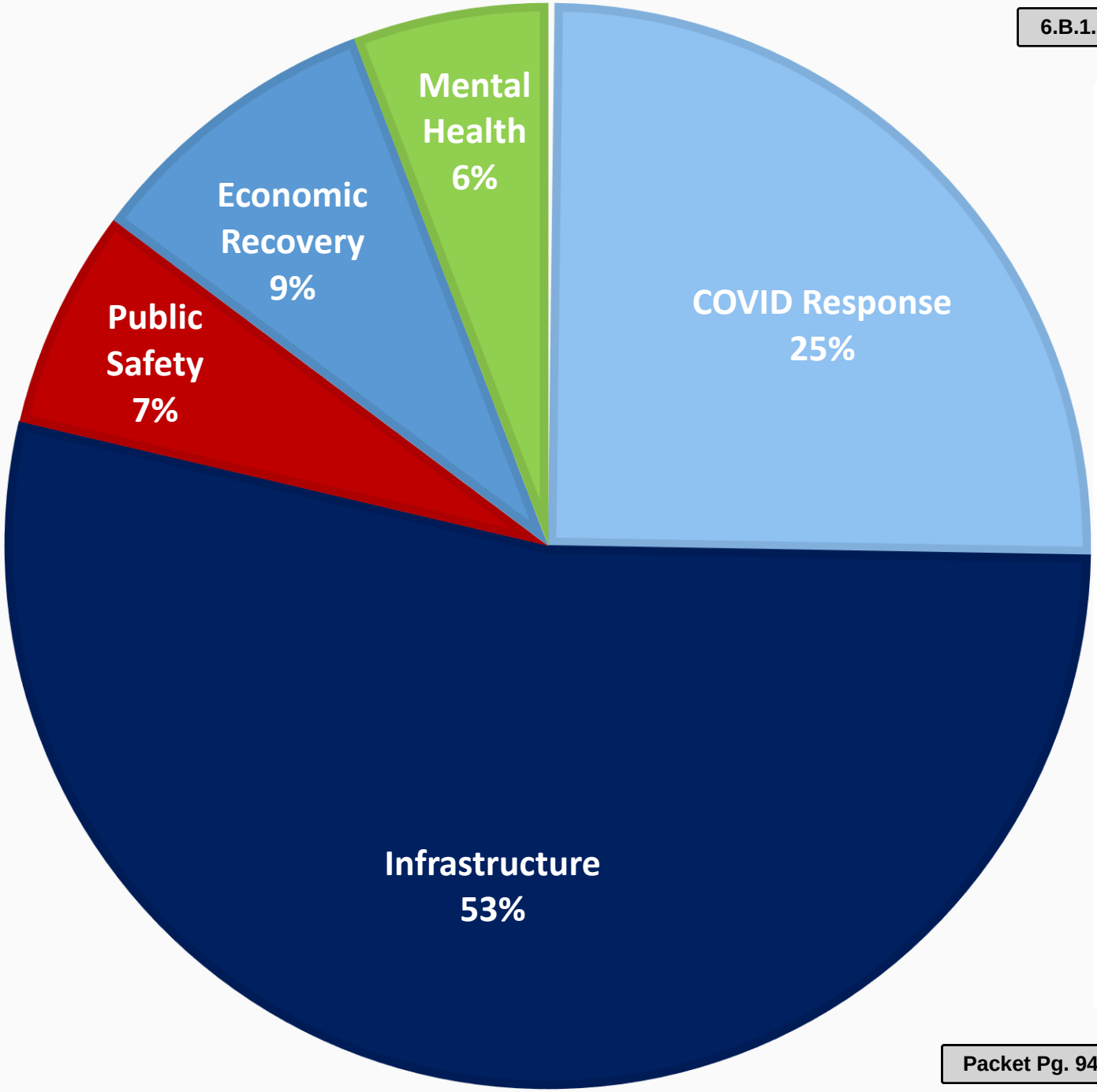
# ARPA Allocations By Type

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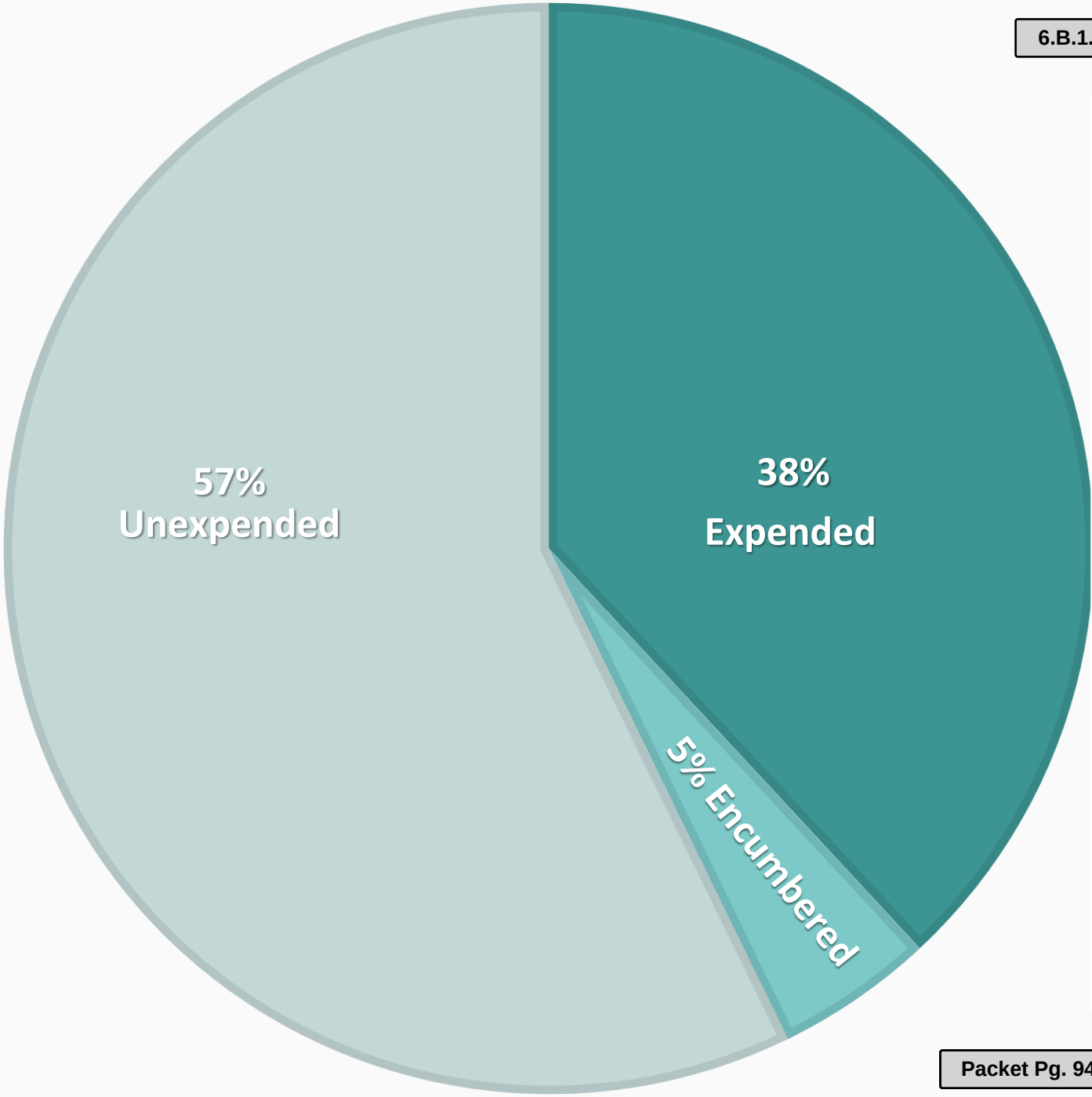
# ARPA Expenditures To-Date:

## 43% Expended or Encumbered

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# $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 |

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# Thank you!

www.cityofmelrose.org/mayor/pages/ARPA

# Financial Update

## MELROSE CITY COUNCIL APPROPRIATIONS & OVERSIGHT COMMITTEE MEETING

## DECEMBER 8, 2022

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**Patrick Dello Russo**

CFO and City Auditor

**Kathryn Armata**

Treasurer/Collector

**Sarah MacLellan**

Chief Assessor

**Kerriann Golden**

Assistant Auditor

# City of Melrose Finance Team

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# 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

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# Some terms and what they mean:

**Tax Levy –** The revenue a community can raise through rea personal property taxes.

**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.

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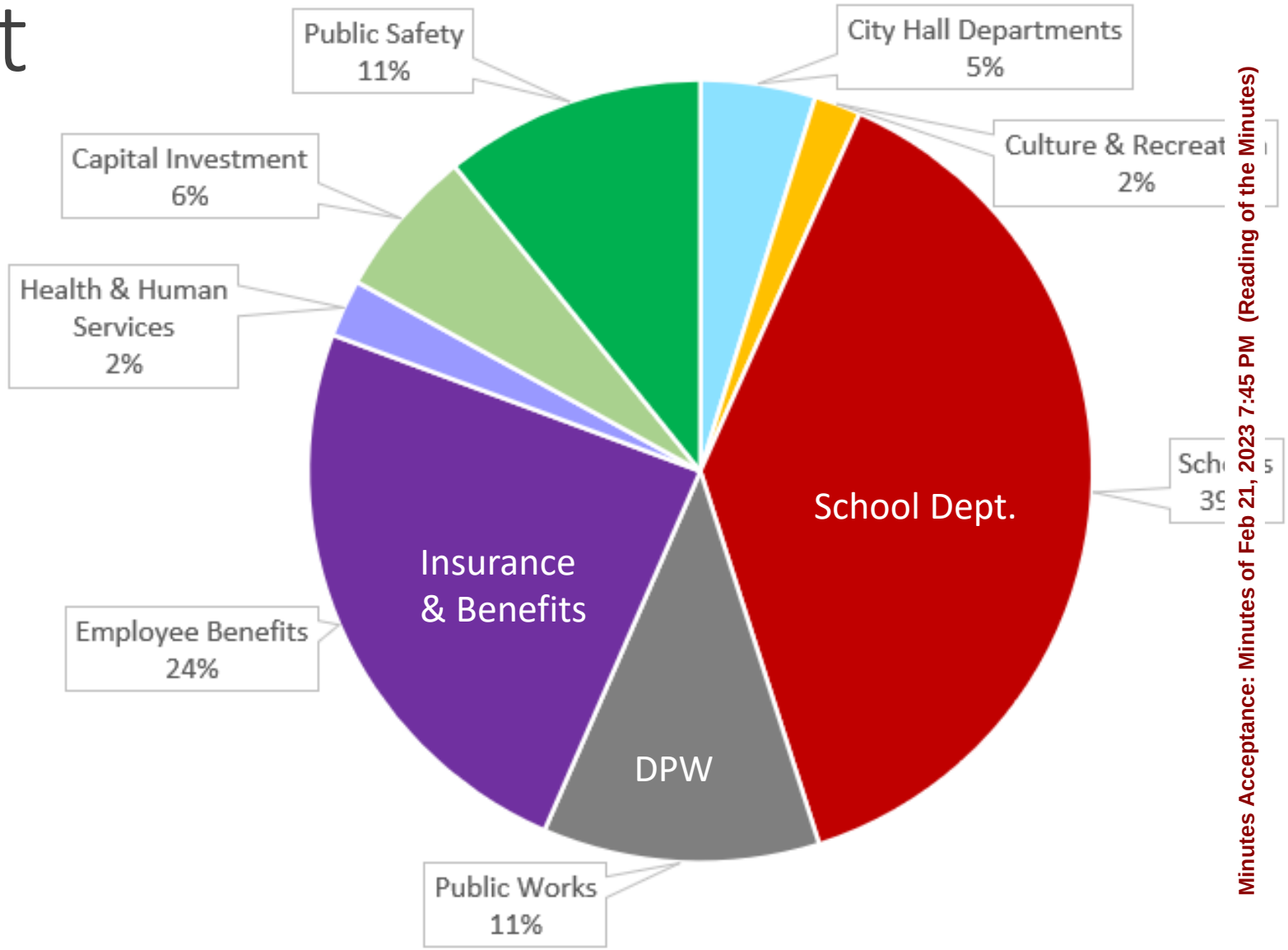
# Budget Snapshot

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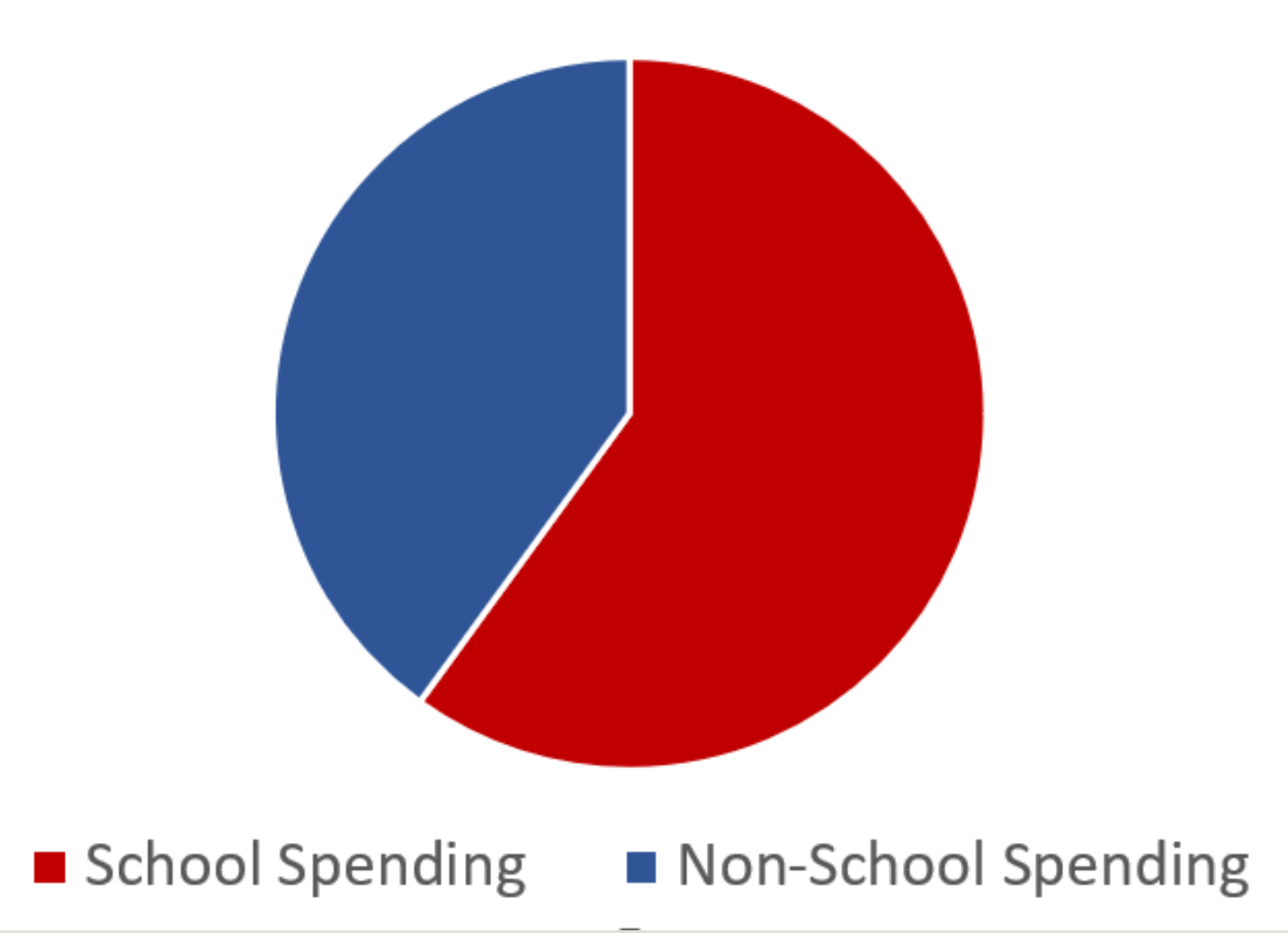


# School spending includes costs carried within City budgets:

- Facilities Division of DPW supporting the Schools
- Insurance and Benefits for School Employees
- Debt service for School facilities

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# 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

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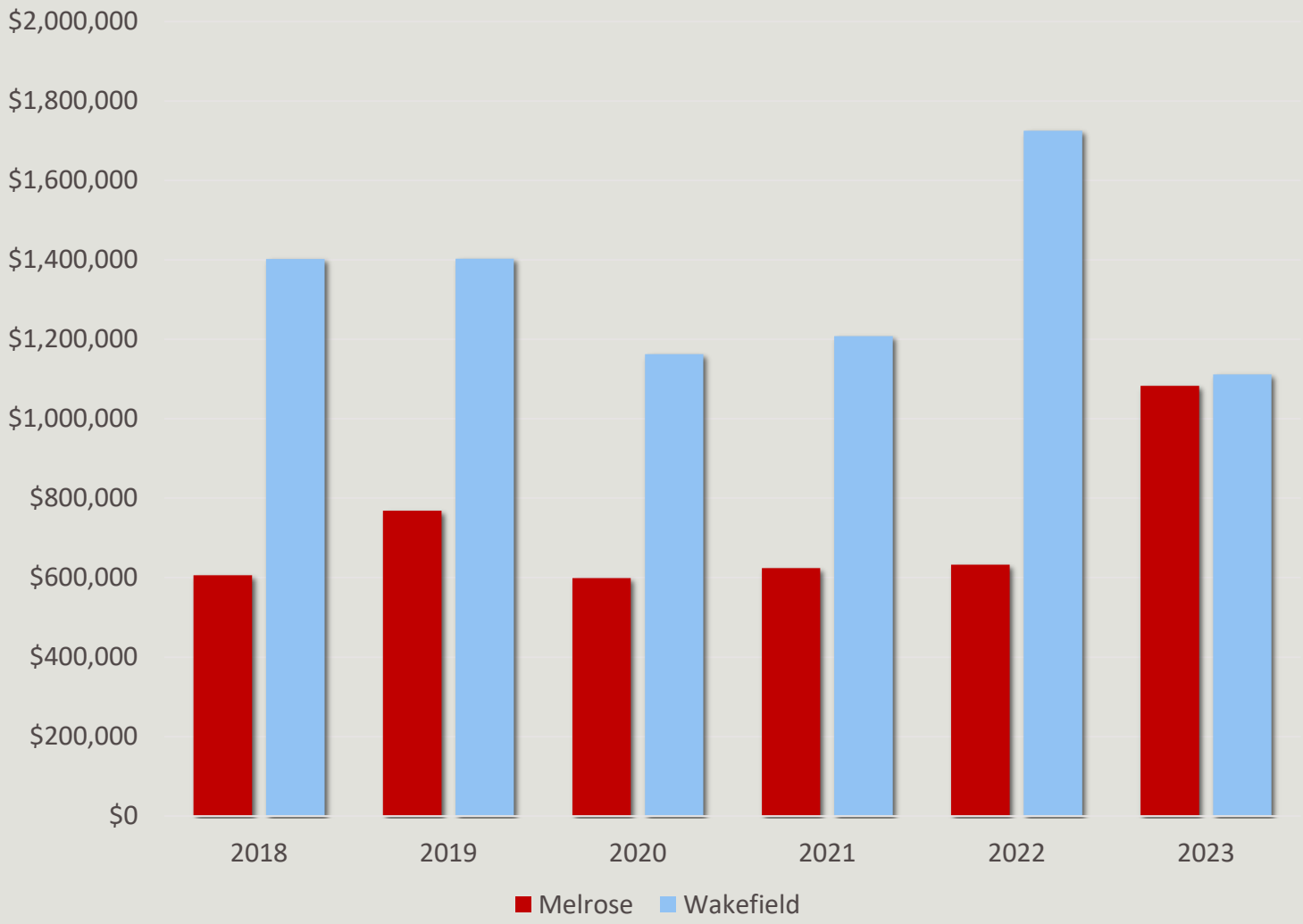


# New Growth Comparison to Wakefield

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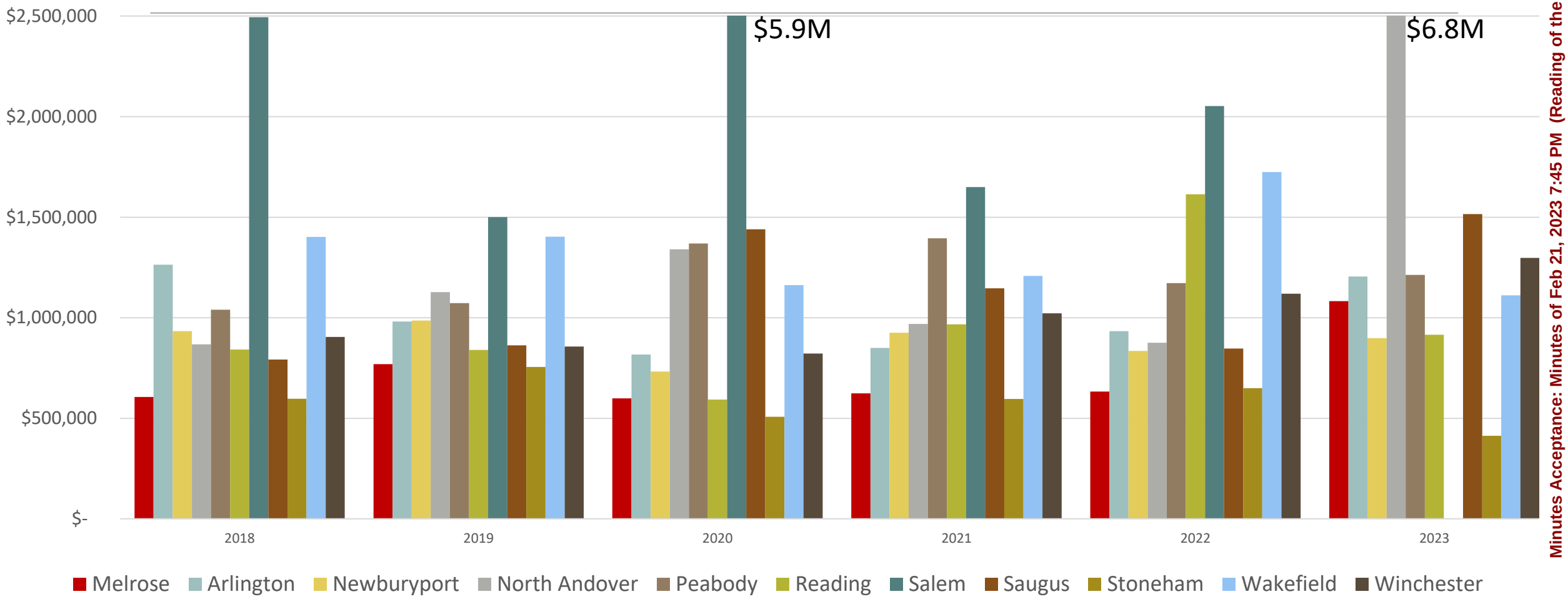
# 10 Community New Growth Comparison

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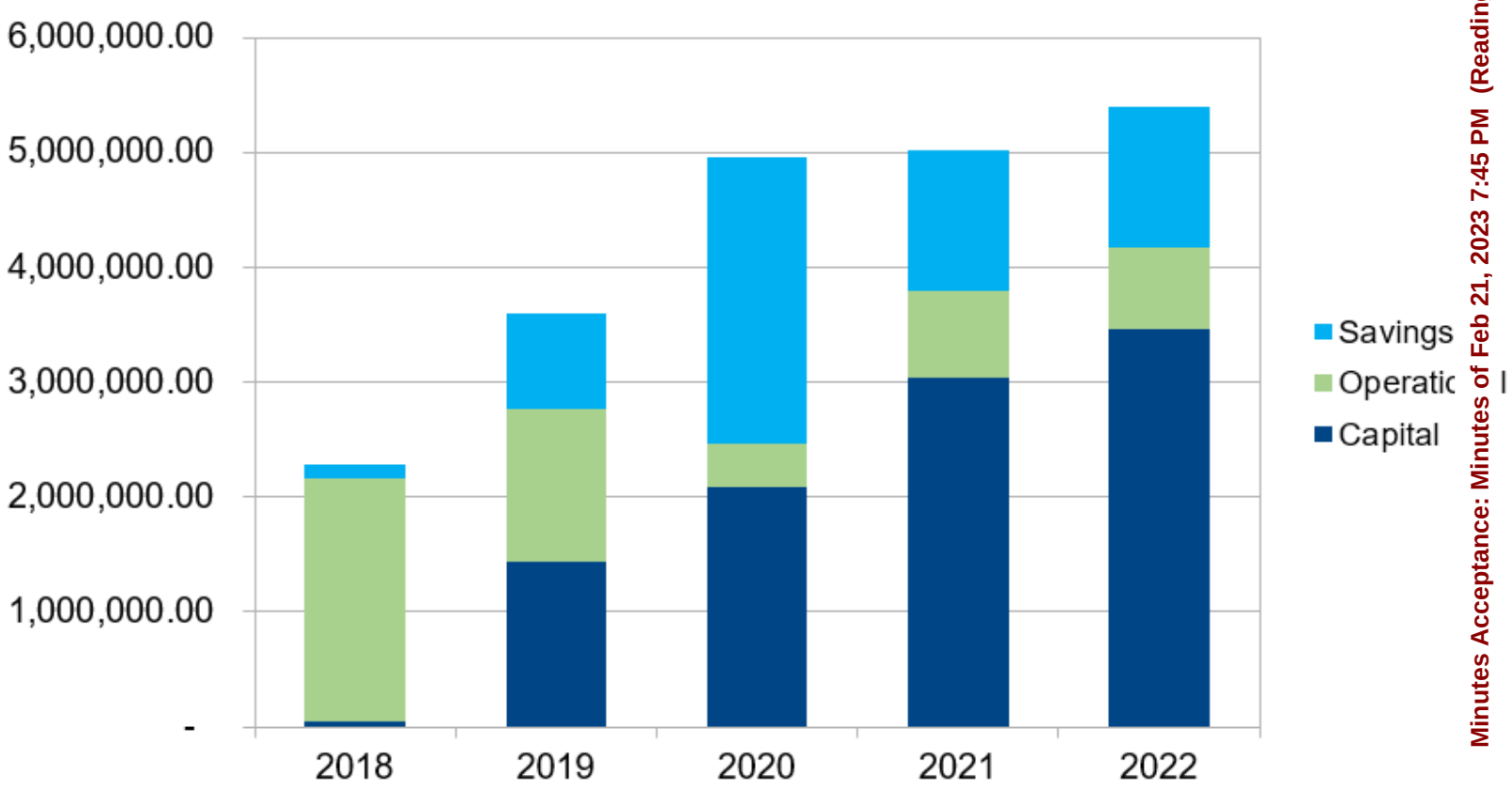
# Melrose Free Cash – past 5 years

**SAVINGS:** stabilization funds, affordable housing trust

**OPERATIONAL:** snow/ice, software, trainings, etc.

**CAPITAL:** buildings, vehicles, playgrounds, trees, equipment, etc.

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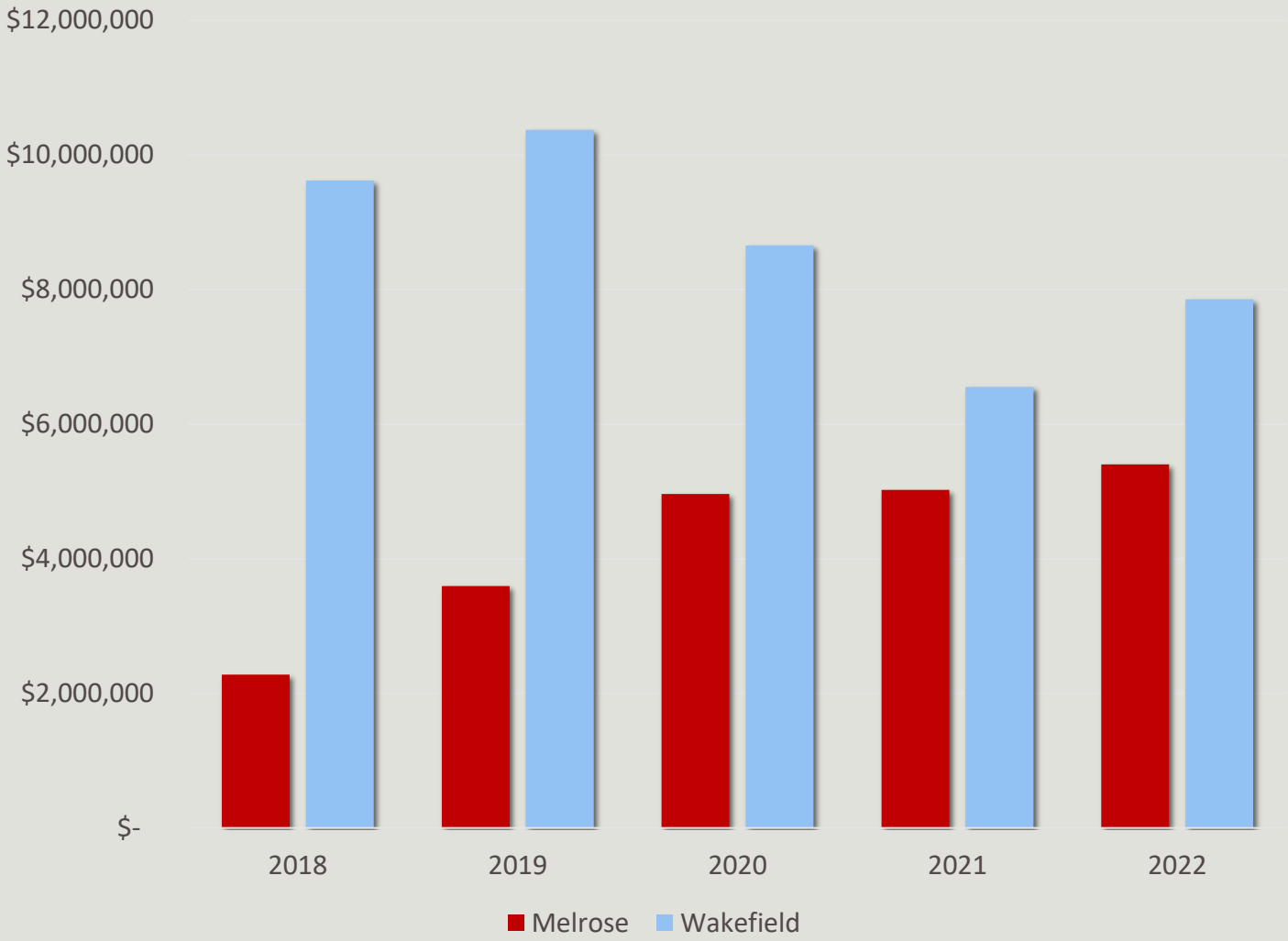


# Free Cash Comparison to Wakefield

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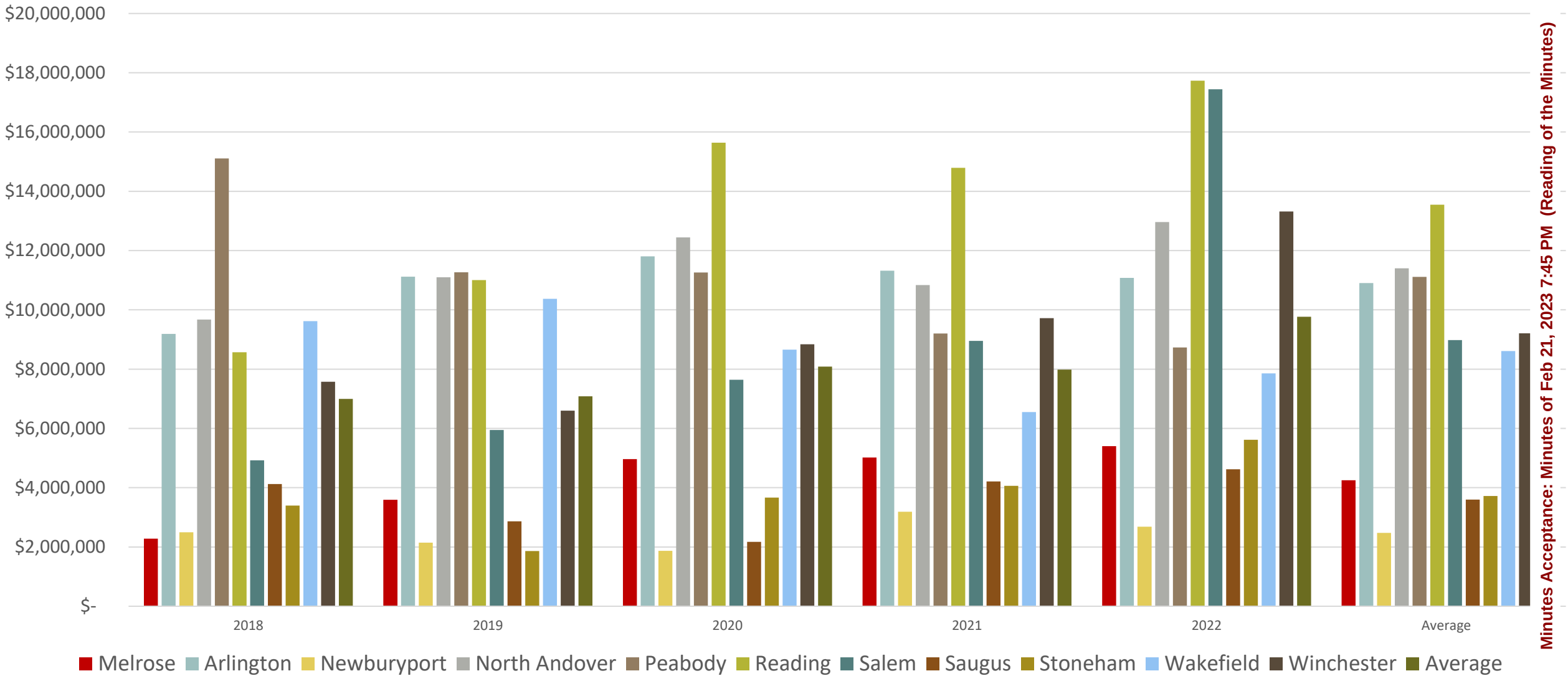
# 5 Year Free Cash Comparison ($)

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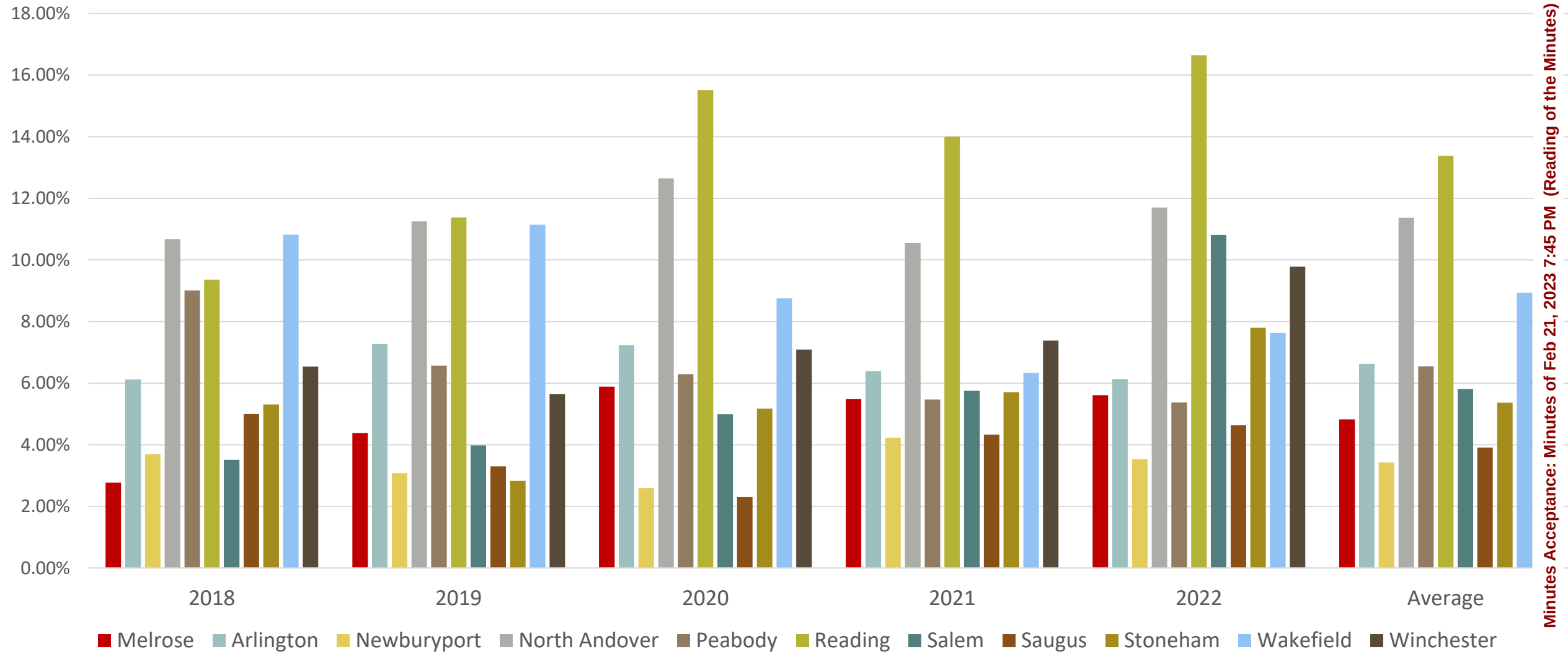
# 5 Year Free Cash Comparison (%)

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# 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

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# 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

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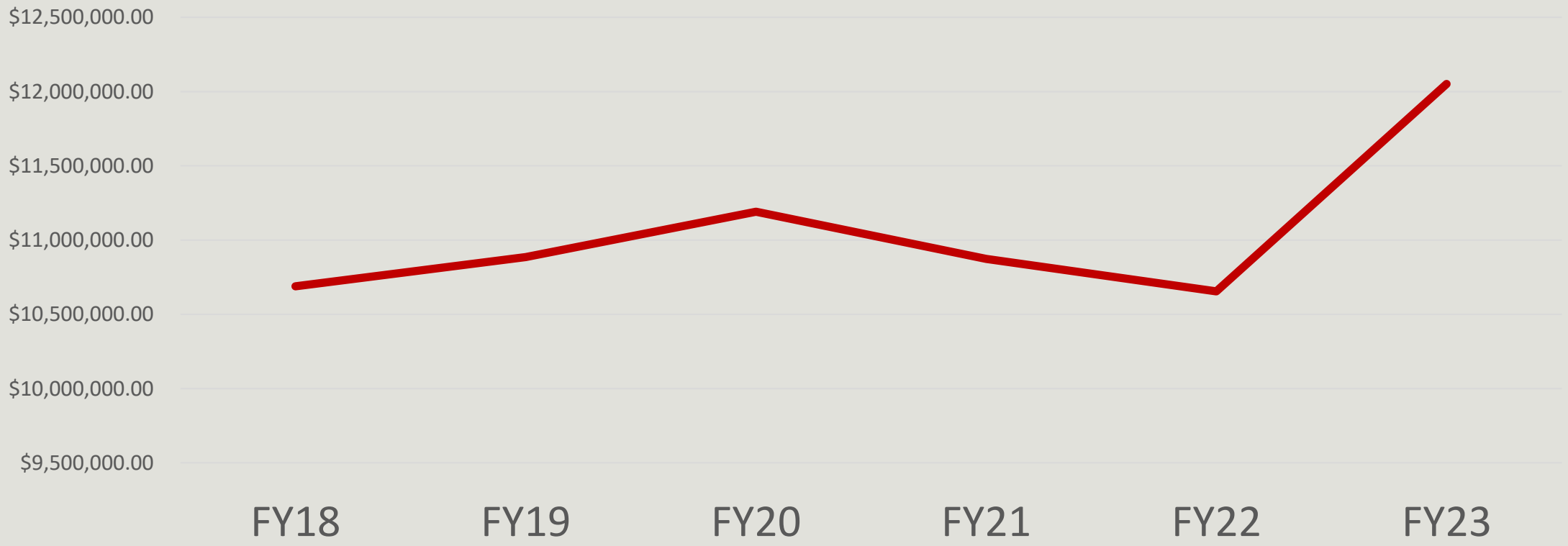
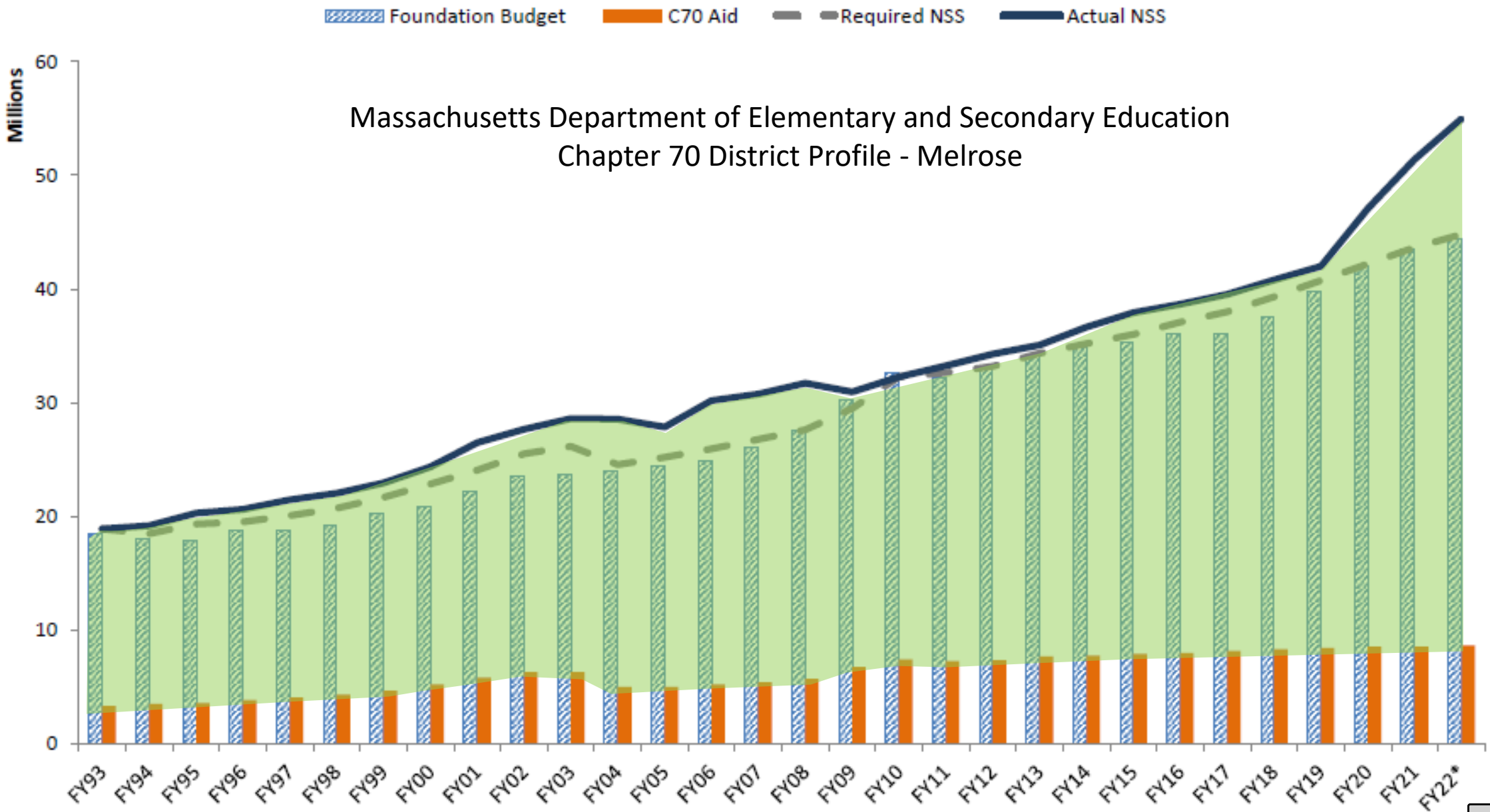
# Net State Aid




Minutes Acceptance: Minutes of Feb 21, 2023 7:45 PM (Reading of the Minutes)




Minutes Acceptance: Minutes of Feb 21, 2023 7:45 PM (Reading of the Minutes)

| 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

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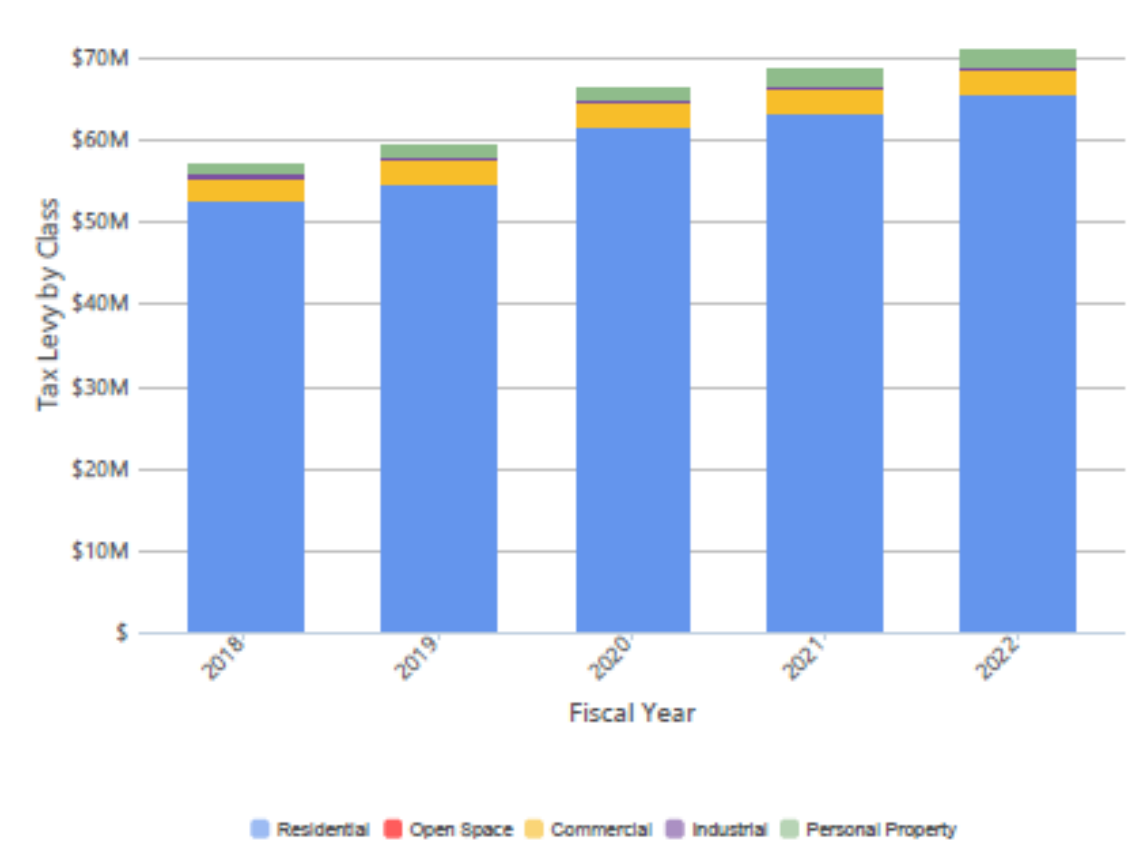


# In Melrose, 92% of taxes are paid by residential property owners

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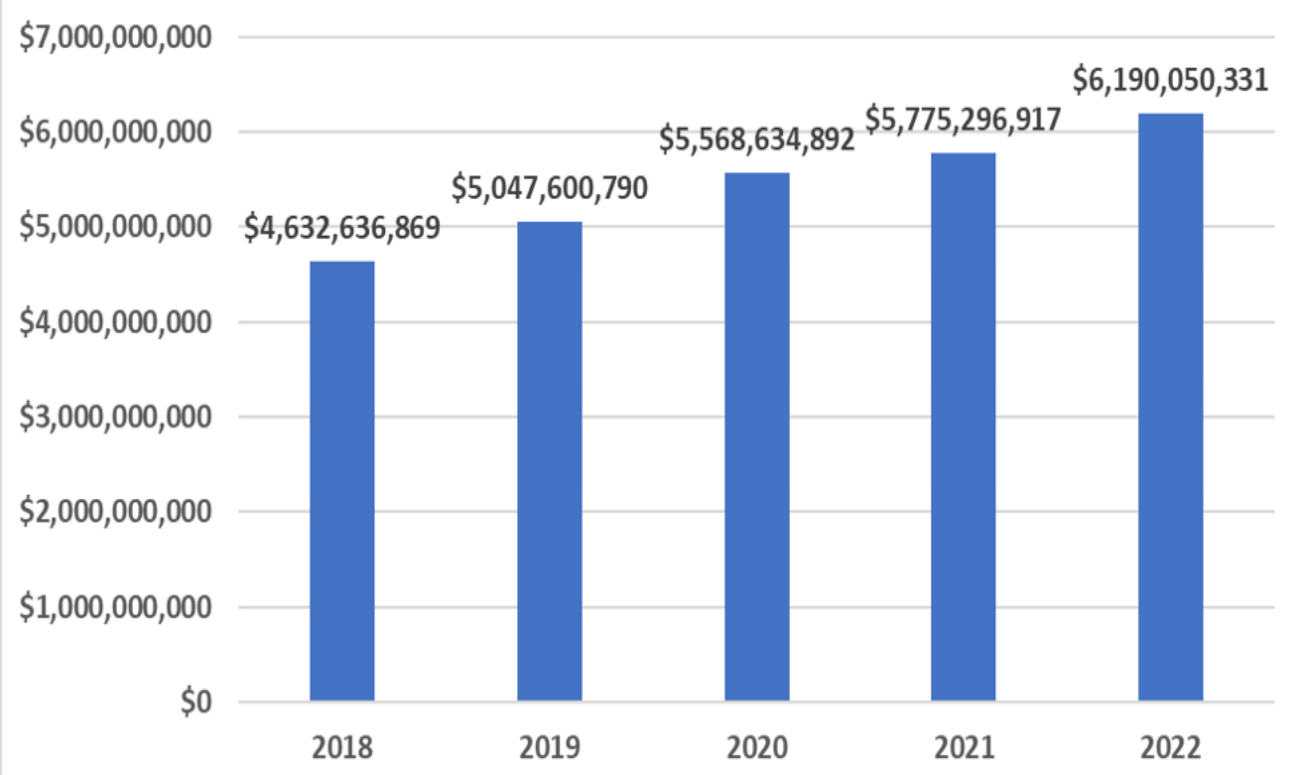
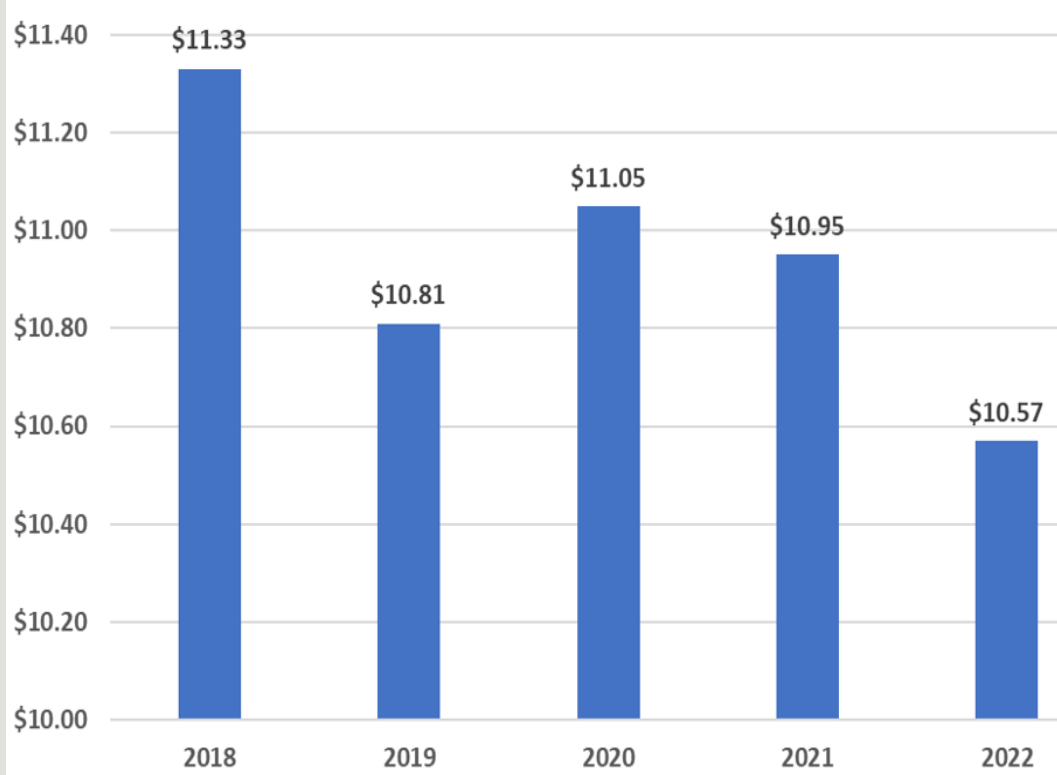
# As property values rise, tax rates fall




Total Value of Residential Properties in Melrose




Residential Property Tax Rate (per $1K assessed value)

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# 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.

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# 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)

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# 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.

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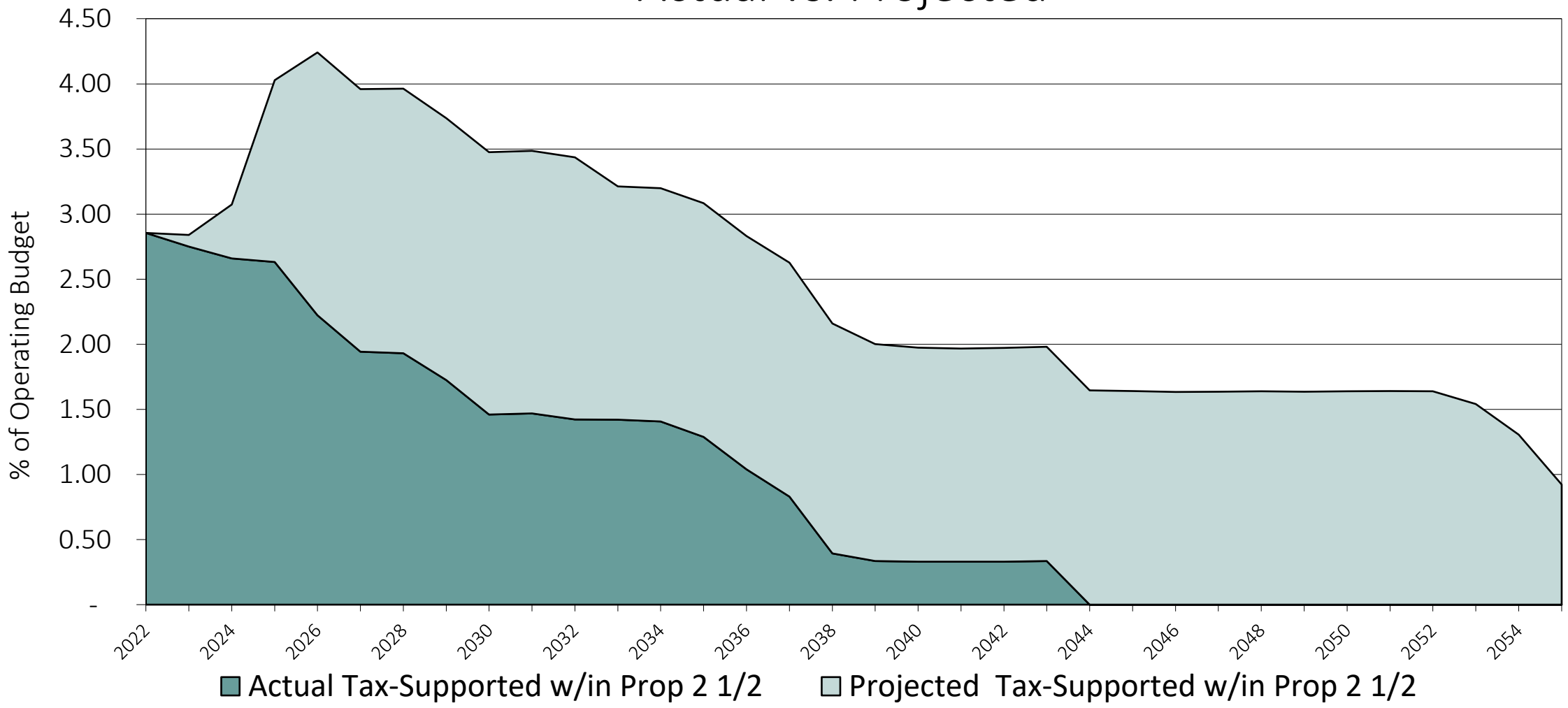
# Tax-Supported (“non exempt”) debt within Proposition 2 1/2 Actual vs. Projected

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# 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

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# QUESTIONS?

CITY OF MELROSE

OFFICE OF THE MAYOR

PAUL BRODEUR
*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**

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**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 RRFBs 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

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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.

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| CHART - 1 | | City of Melrose | | | |
|---|---|---|---|---|---|
| **DRAFT** | **Ten Year General Fund Debt Plan Review** | | | | |
| **12/5/2022** | | **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** | **$3,074,059** | **$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:** | **$3,565,917** | **$5,293,586** | | |
| | **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.**

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| CHART - 2 | | City of Melrose - 5% Debt Limit | | | |
|---|---|---|---|---|---|
| **DRAFT** | | **Ten Year General Fund Debt Plan Review** | | | |
| | | **Department of Finance** | | | |
| **12/5/2022** | | | **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** | **$3,074,059** | **$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:** | **$3,565,917** | **$5,293,586** | | |
| | **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.** | | | | |
| | | | | | |
| | | | | | |

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| 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 Projec | $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 Suport | $ 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** | | | | | | |
| | | | | | | | |
| **Personnel costs are inclusive of health insurance and benefits* | | | | | | | |

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| 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/ |
| ARPA - Consultant | $ 25,000.00 | $ 16,621.50 | $ - | $ 8,378.50 | 66.5 | 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/ |
| 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 He | 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/ |

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| 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 He | 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 applys 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 He | 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** | | | | | | | | | |

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CITY OF MELROSE

OFFICE OF THE MAYOR

PAUL BRODEUR
*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

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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.

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

# CITY OF MELROSE

**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.

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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

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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.

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## 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.****

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CITY OF MELROSE

OFFICE OF THE MAYOR

PAUL BRODEUR
*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**

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**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.

Minutes Acceptance: Minutes of Feb 21, 2023 7:45 PM (Reading of the Minutes)

# ARPA Update

Minutes Acceptance: Minutes of Feb 21, 2023 7:45 PM (Reading of the Minutes)

# 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.

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# 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)

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# Federal Relief Aid Regional Comparisons

| Community | Population | ARPA | ARPA per capita | ESSER | ESSER per student |
|---|---|---|---|---|---|
| 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** |

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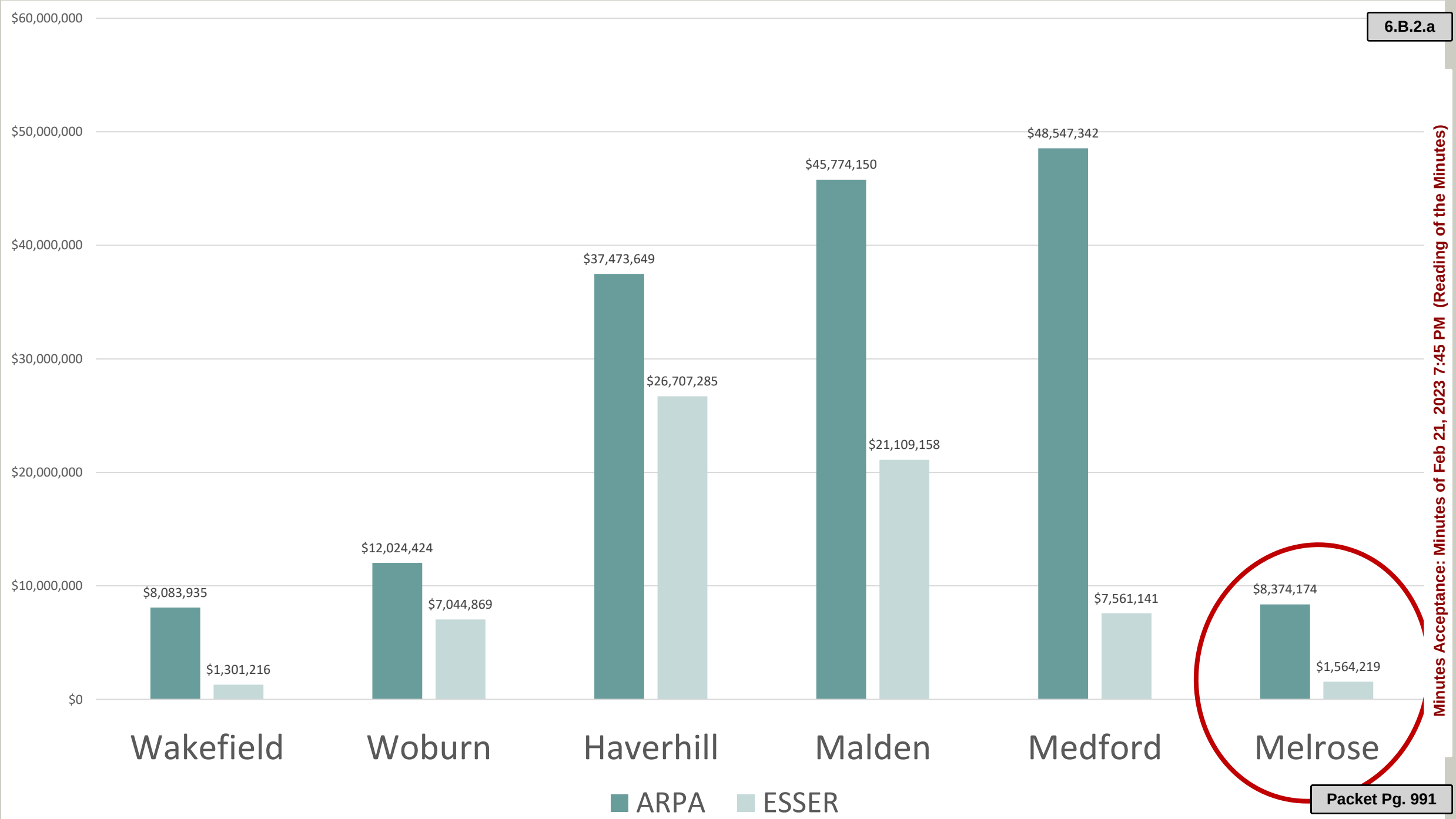


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# Mayor’s Priorities

- Identifying the areas of greatest need and relevance for Melrose’s economic and public heath recovery, including mental health and wellness
- Making much needed investments in City infrastructure
- Maintaining financial stability

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# ARPA Approvals To-Date

34 projects from 12 departments

$7.3M allocated

$1.05M unallocated

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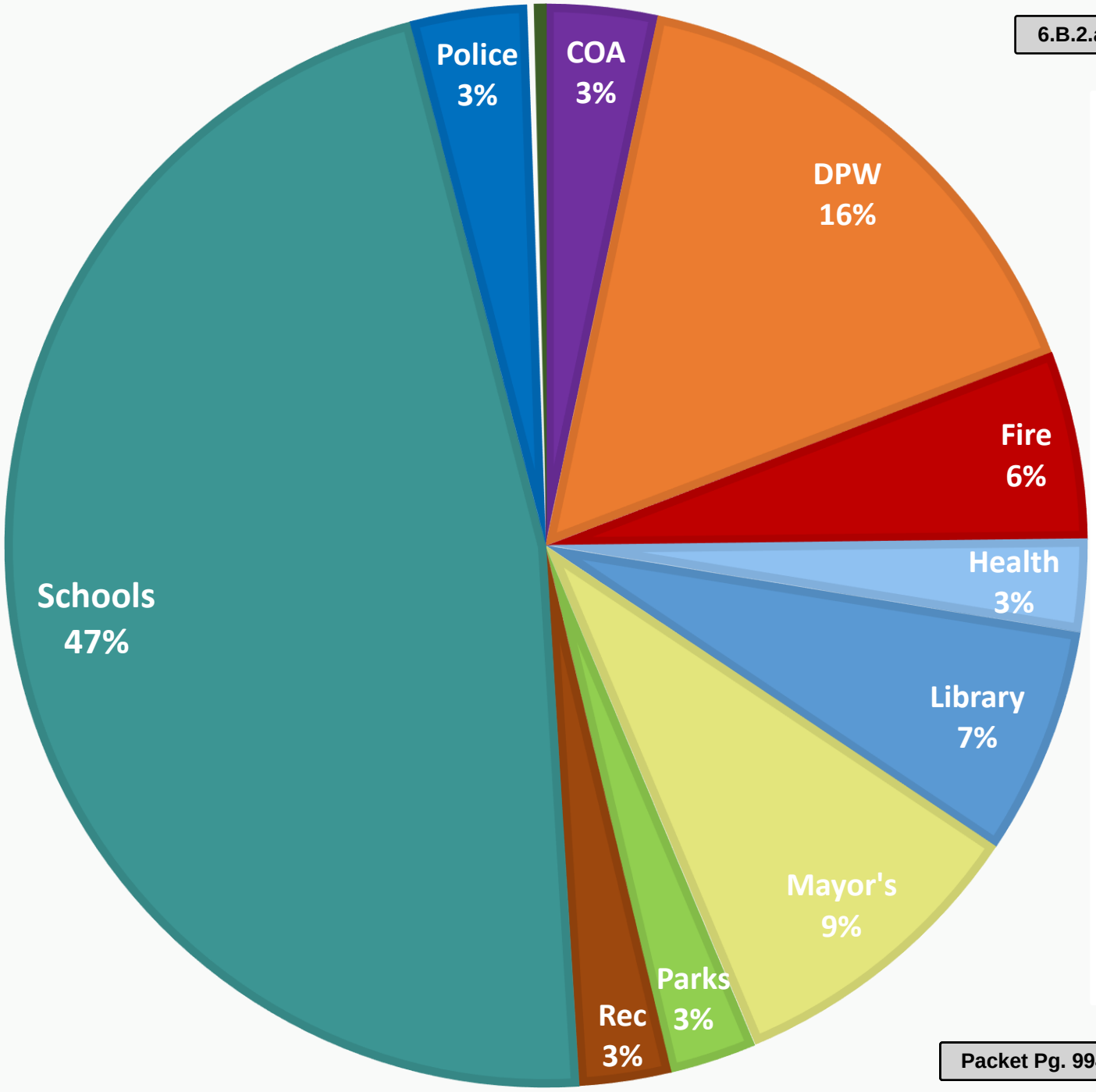
# ARPA Allocations By Department

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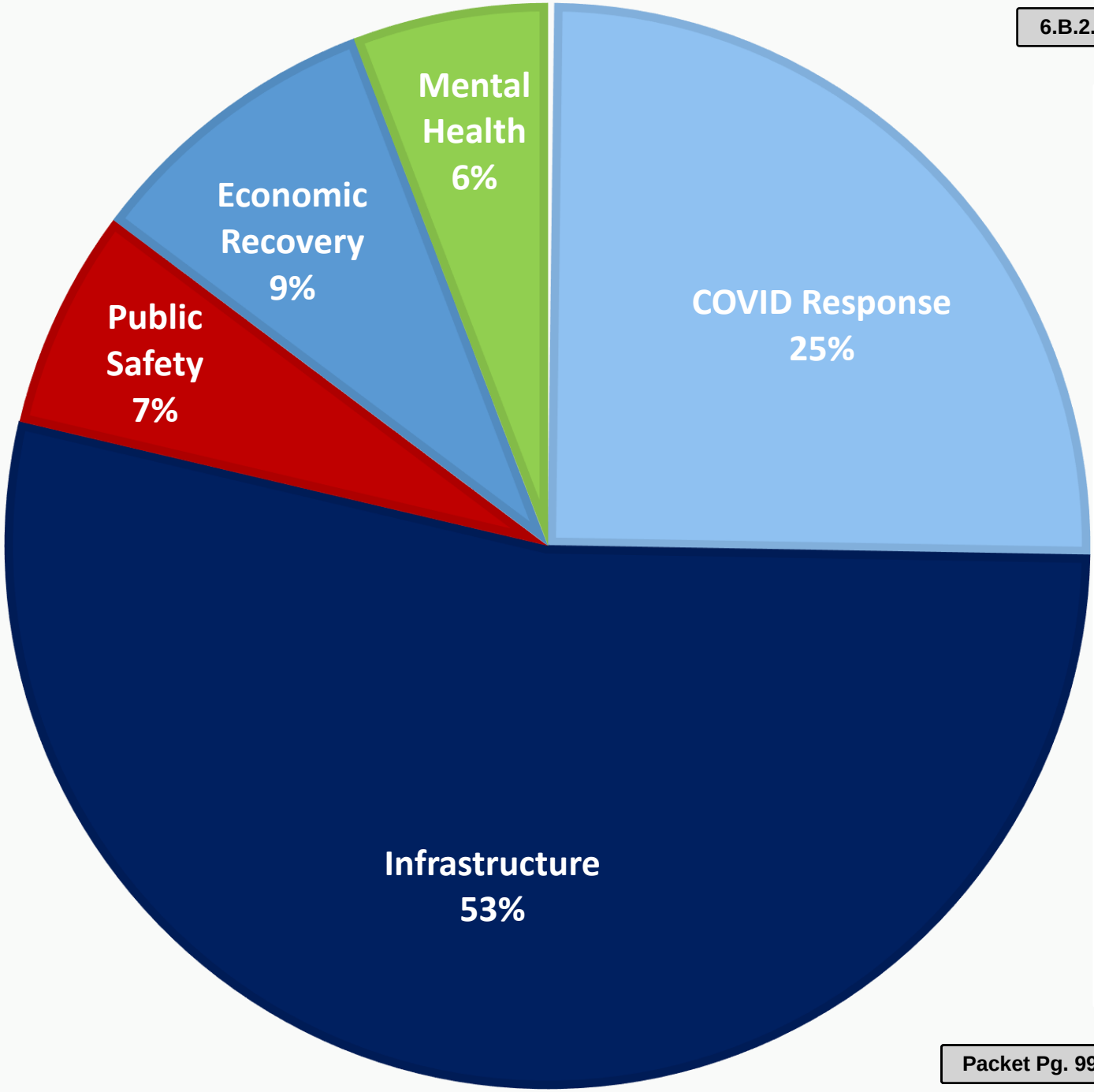
# ARPA Allocations By Type

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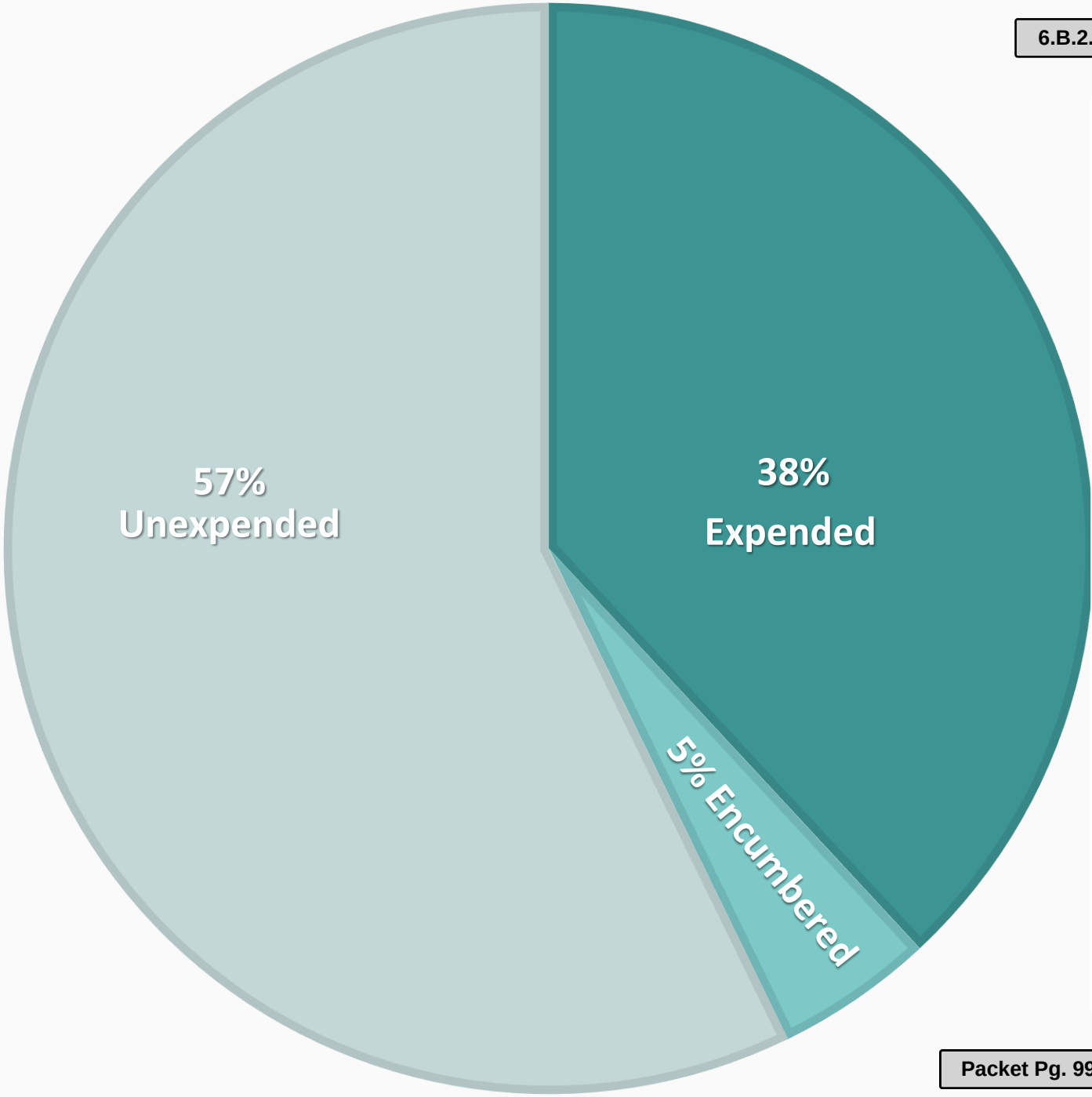
# ARPA Expenditures To-Date:

## 43% Expended or Encumbered




Minutes Acceptance: Minutes of Feb 21, 2023 7:45 PM (Reading of the Minutes)

# $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 |

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# Thank you!

www.cityofmelrose.org/mayor/pages/ARPA

# Financial Update

## MELROSE CITY COUNCIL APPROPRIATIONS & OVERSIGHT COMMITTEE MEETING

## DECEMBER 8, 2022

Minutes Acceptance: Minutes of Feb 21, 2023 7:45 PM (Reading of the Minutes)

**Patrick Dello Russo**

CFO and City Auditor

**Kathryn Armata**

Treasurer/Collector

**Sarah MacLellan**

Chief Assessor

**Kerriann Golden**

Assistant Auditor

# City of Melrose Finance Team

Minutes Acceptance: Minutes of Feb 21, 2023 7:45 PM (Reading of the Minutes)

# 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

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# Some terms and what they mean:

**Tax Levy –** The revenue a community can raise through rea personal property taxes.

**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.

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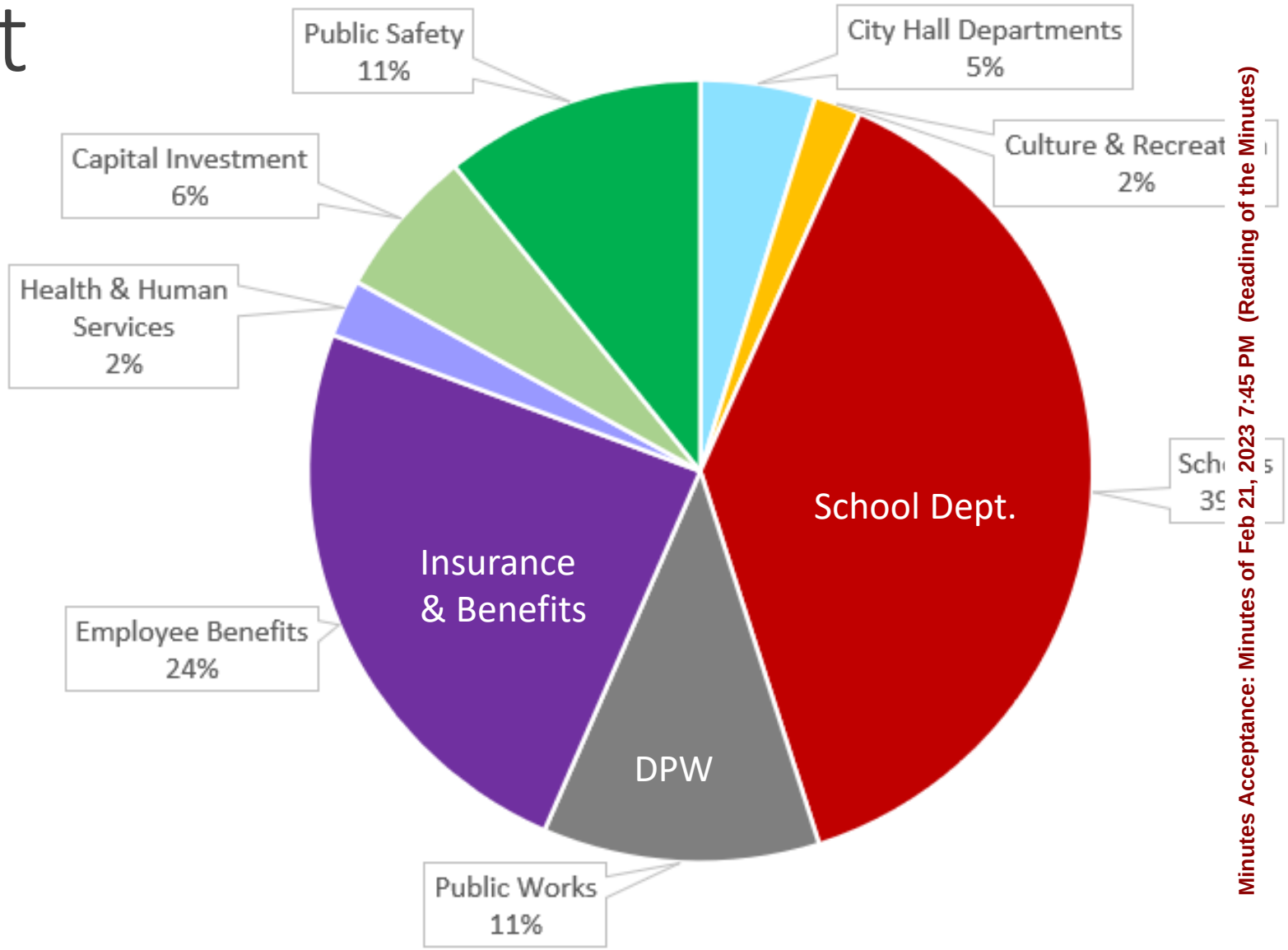
# Budget Snapshot

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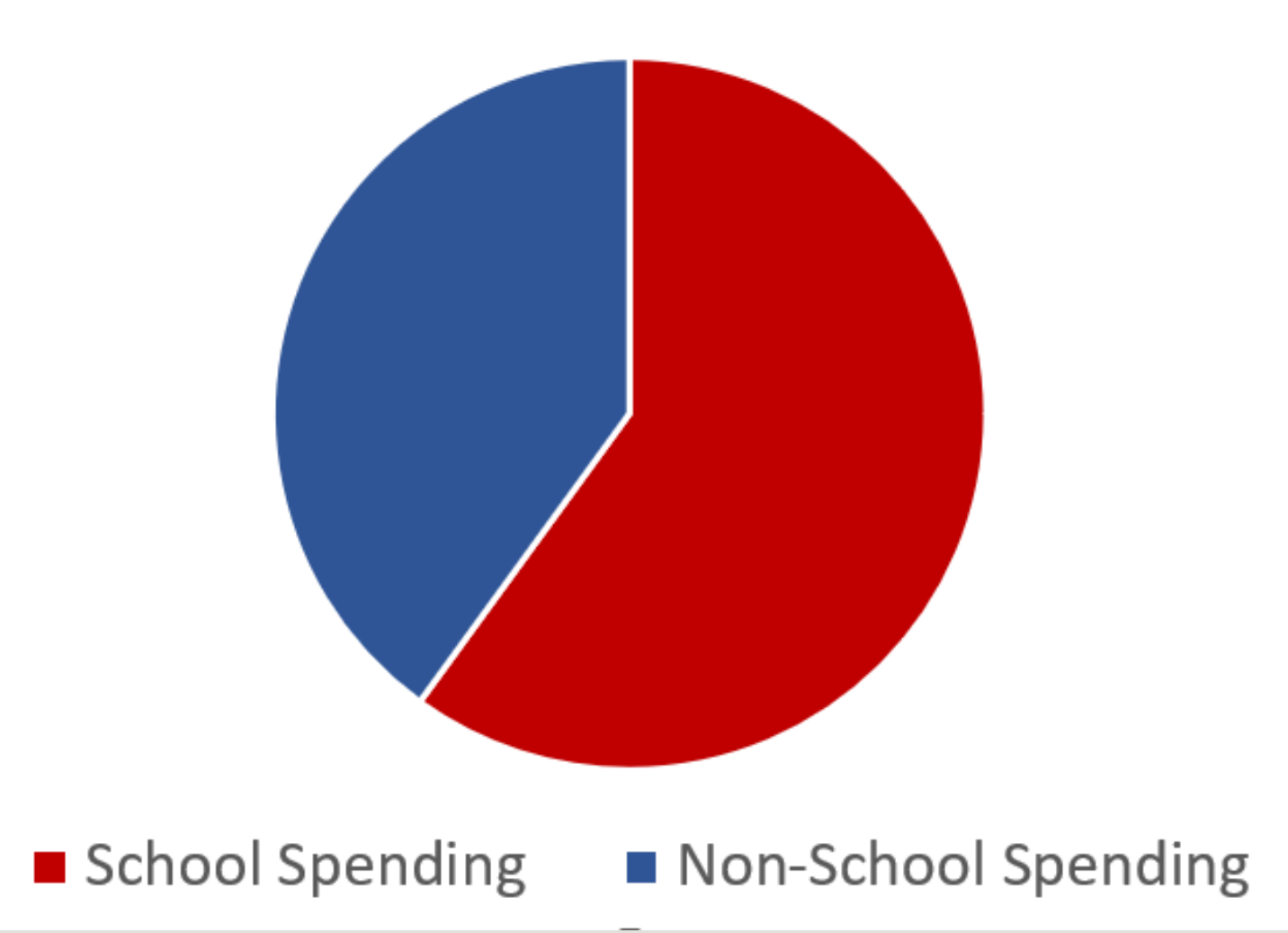


# School spending includes costs carried within City budgets:

- Facilities Division of DPW supporting the Schools
- Insurance and Benefits for School Employees
- Debt service for School facilities

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# 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

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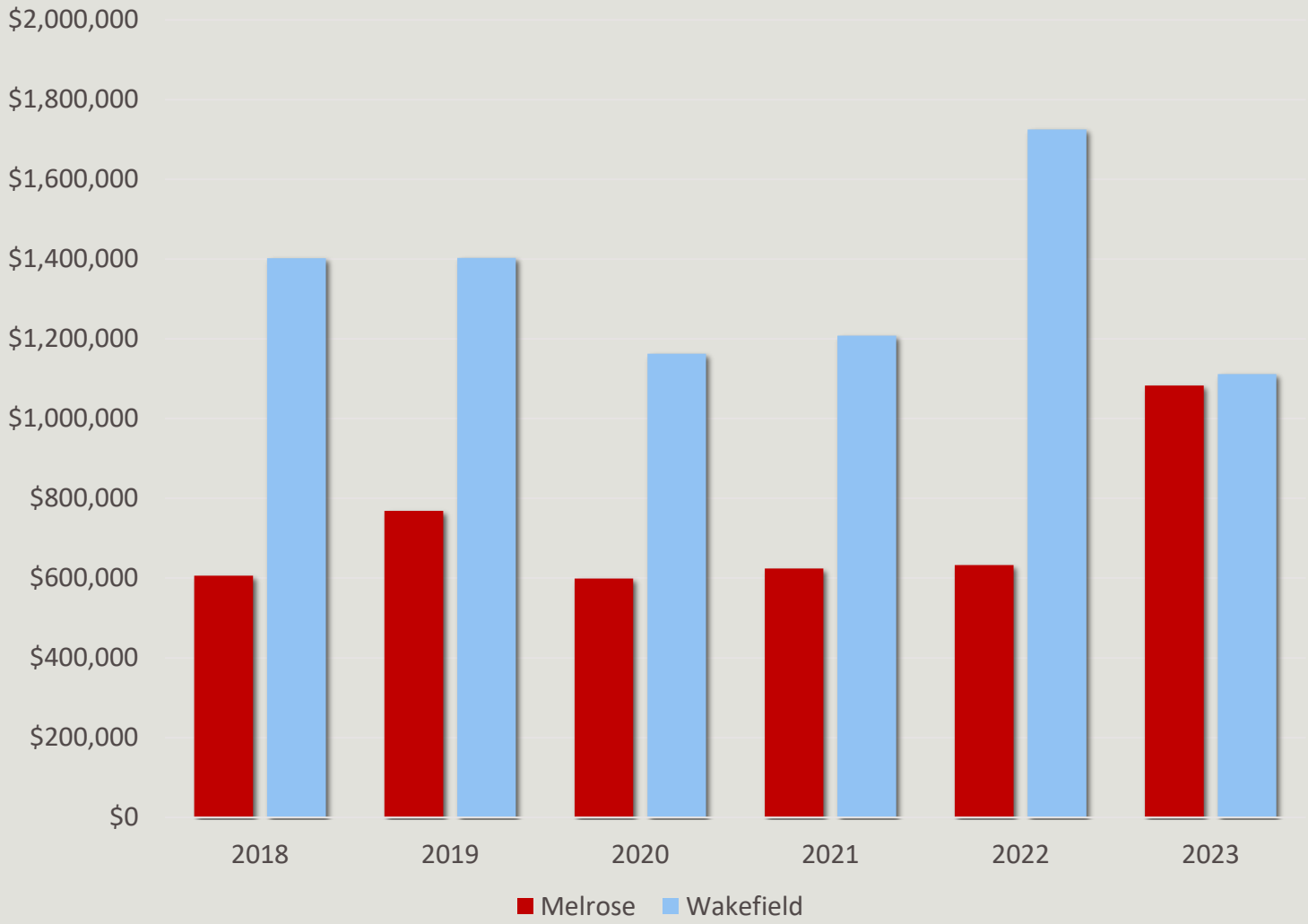


# New Growth Comparison to Wakefield

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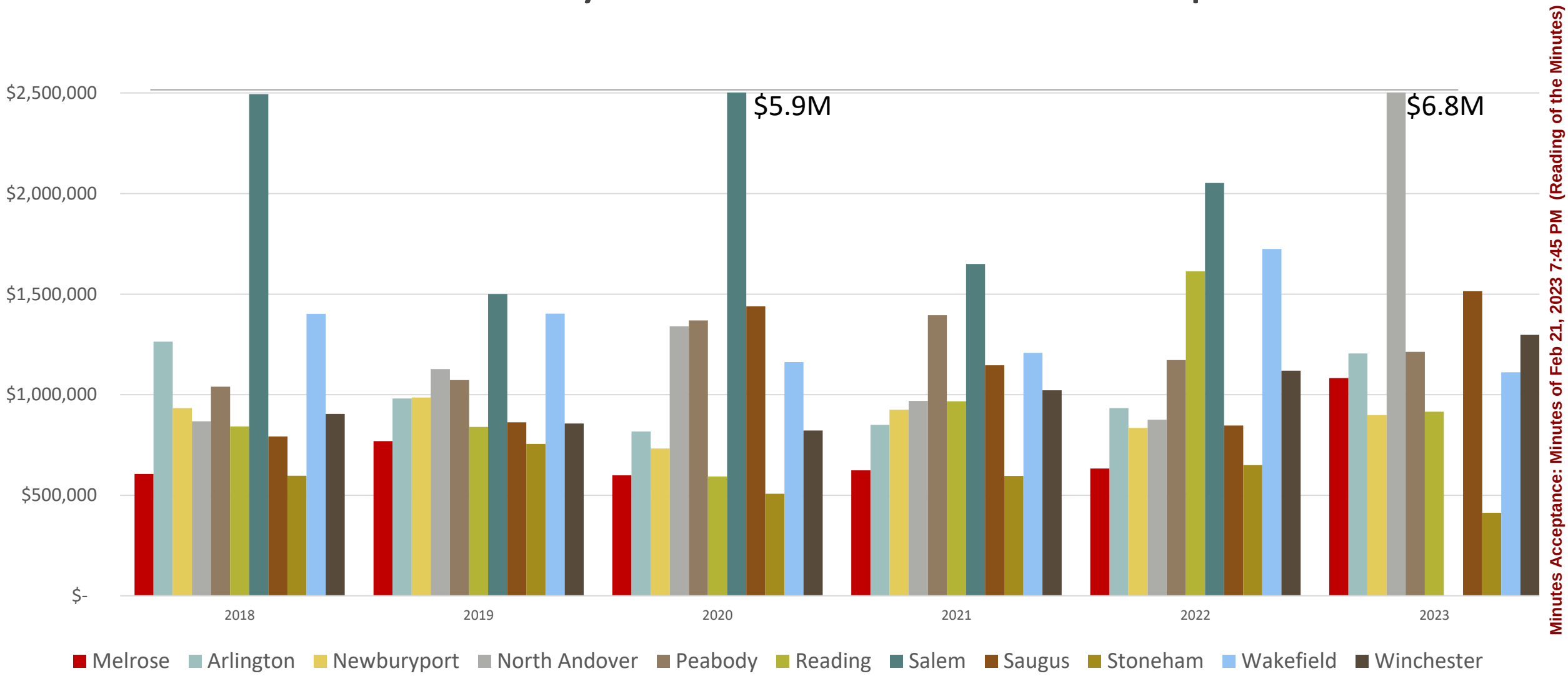
# 10 Community New Growth Comparison

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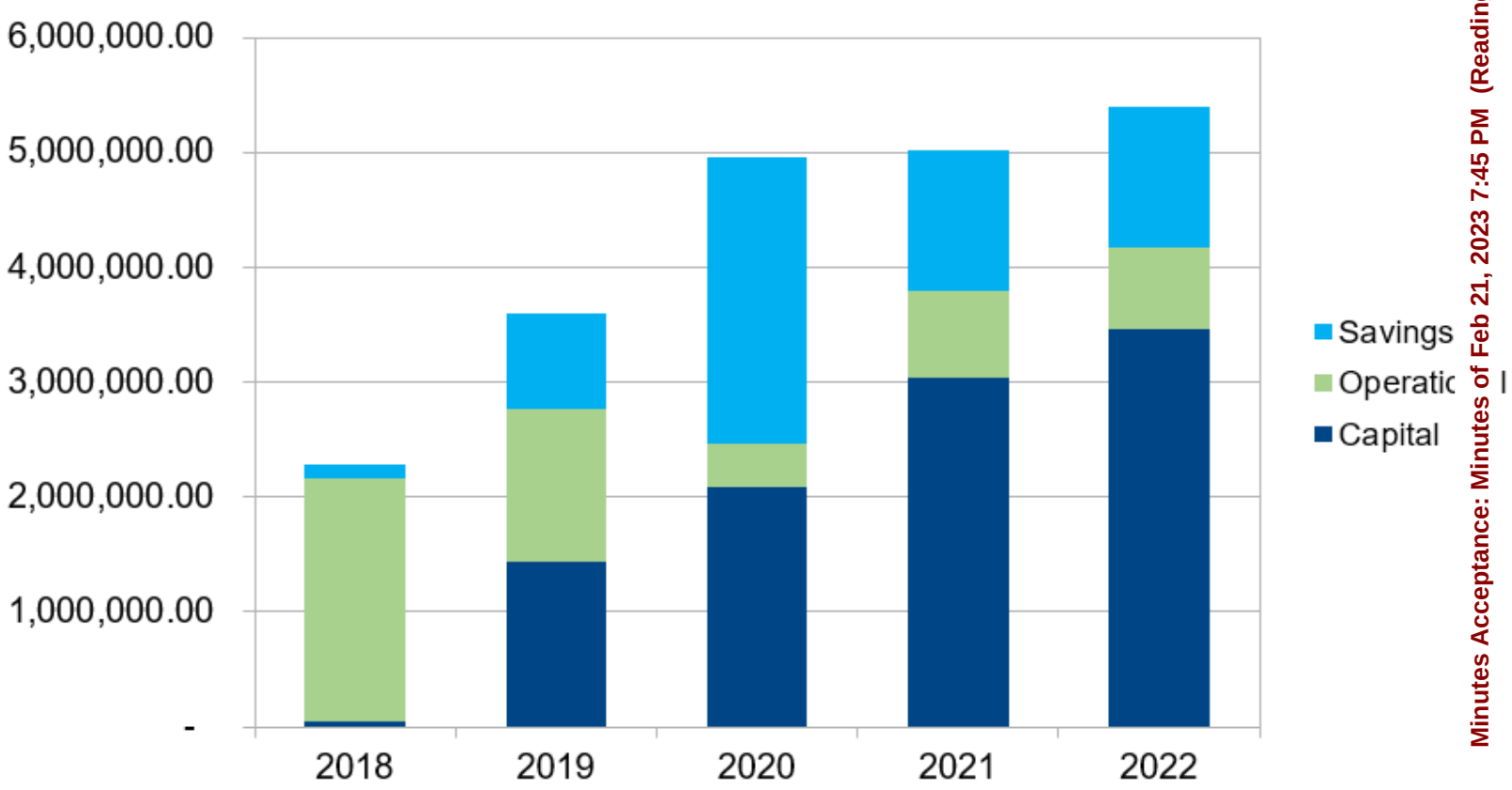
# Melrose Free Cash – past 5 years

**SAVINGS:** stabilization funds, affordable housing trust

**OPERATIONAL:** snow/ice, software, trainings, etc.

**CAPITAL:** buildings, vehicles, playgrounds, trees, equipment, etc.

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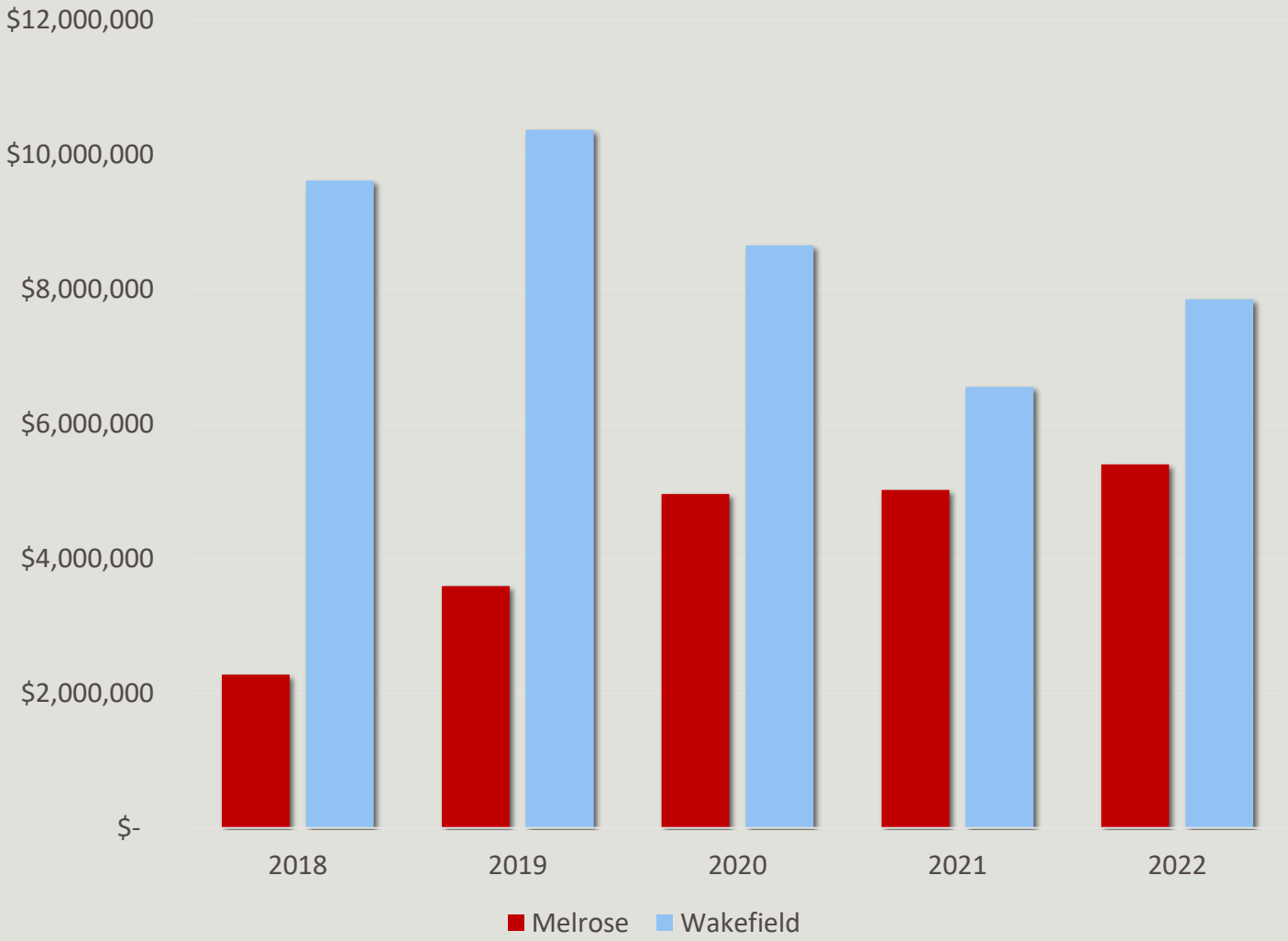


# Free Cash Comparison to Wakefield

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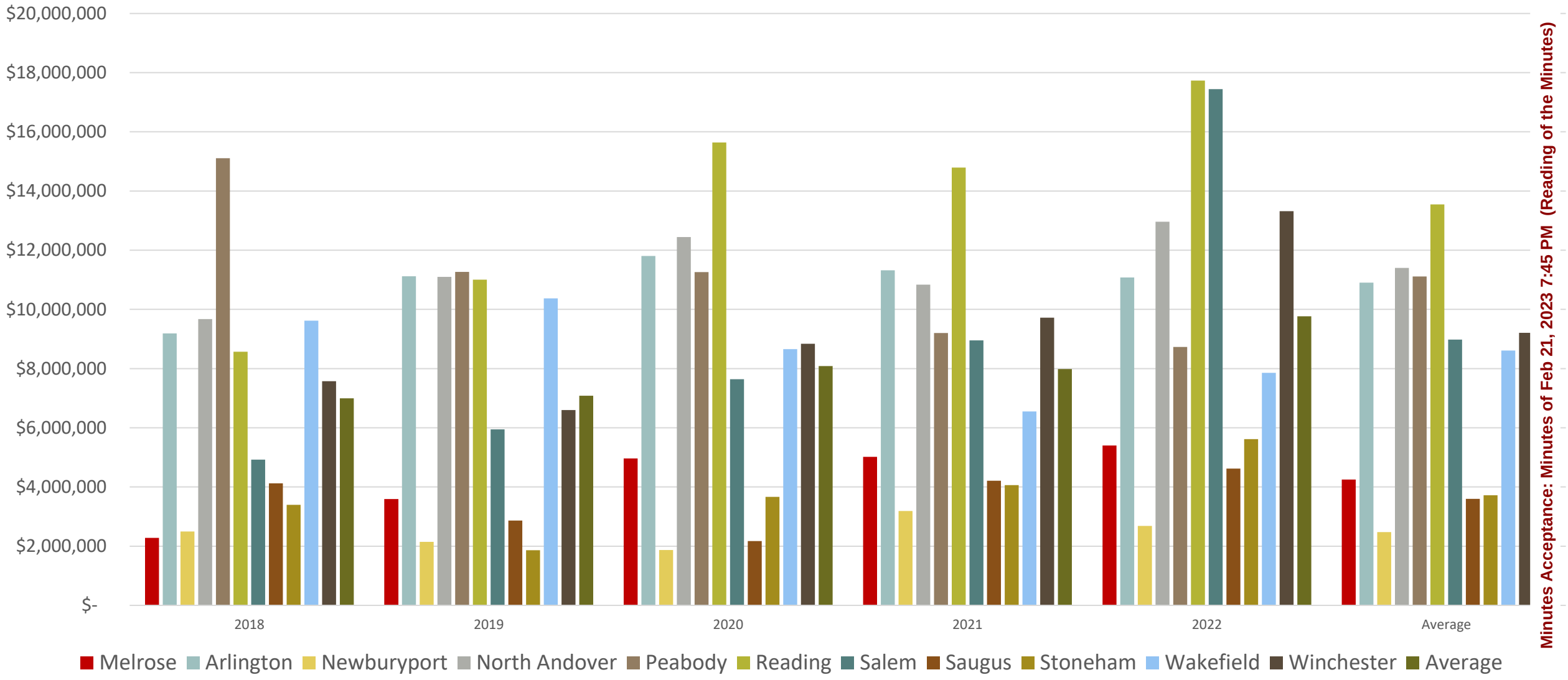
# 5 Year Free Cash Comparison ($)

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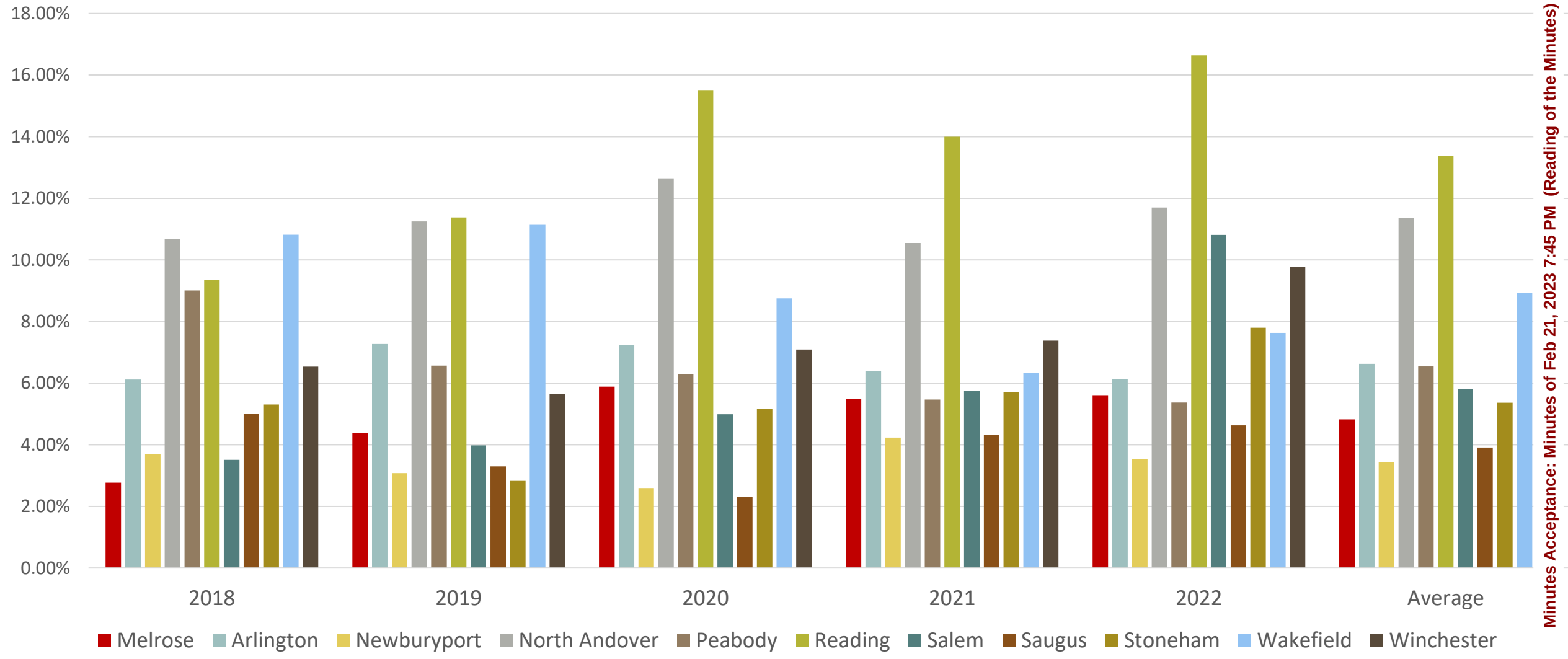
# 5 Year Free Cash Comparison (%)

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# 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

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# 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

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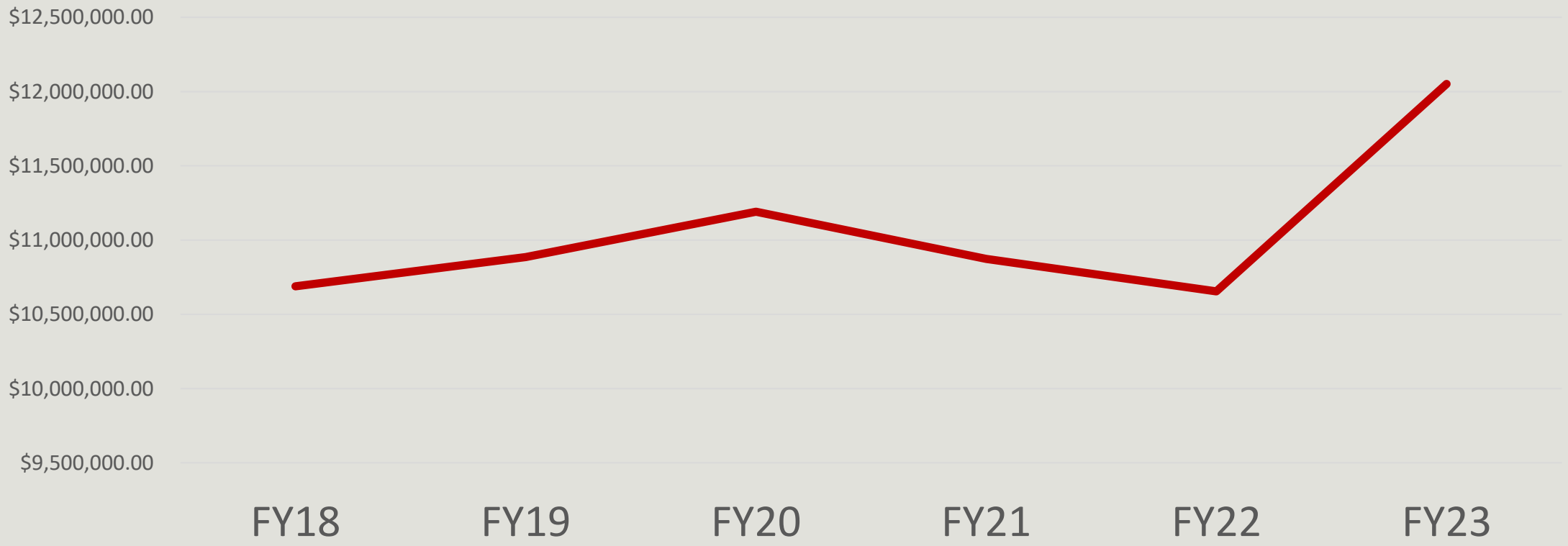
# Net State Aid

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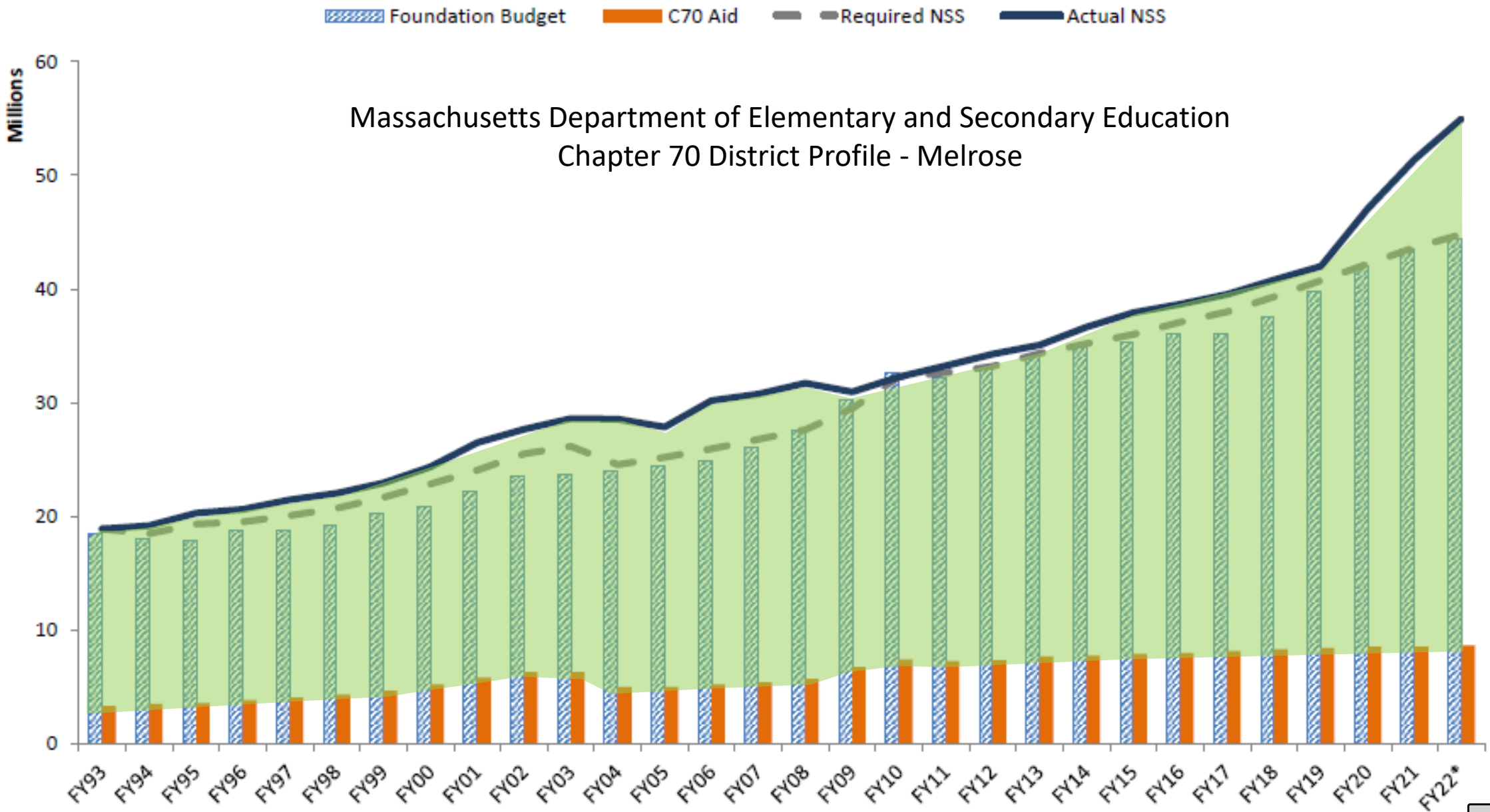


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| Fiscal Year | Levy Limit w/o Debt & Capital Exclusions | Maximum Levy Limit | Total Tax Levy | Excess Levy Capacity | Excess as a % of Maximum Levy |
|---|---|---|---|---|---|
| 2019 | $57,521,943 | $59,397,799 | $59,375,238 | $22,560 | 0.04% |
| 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

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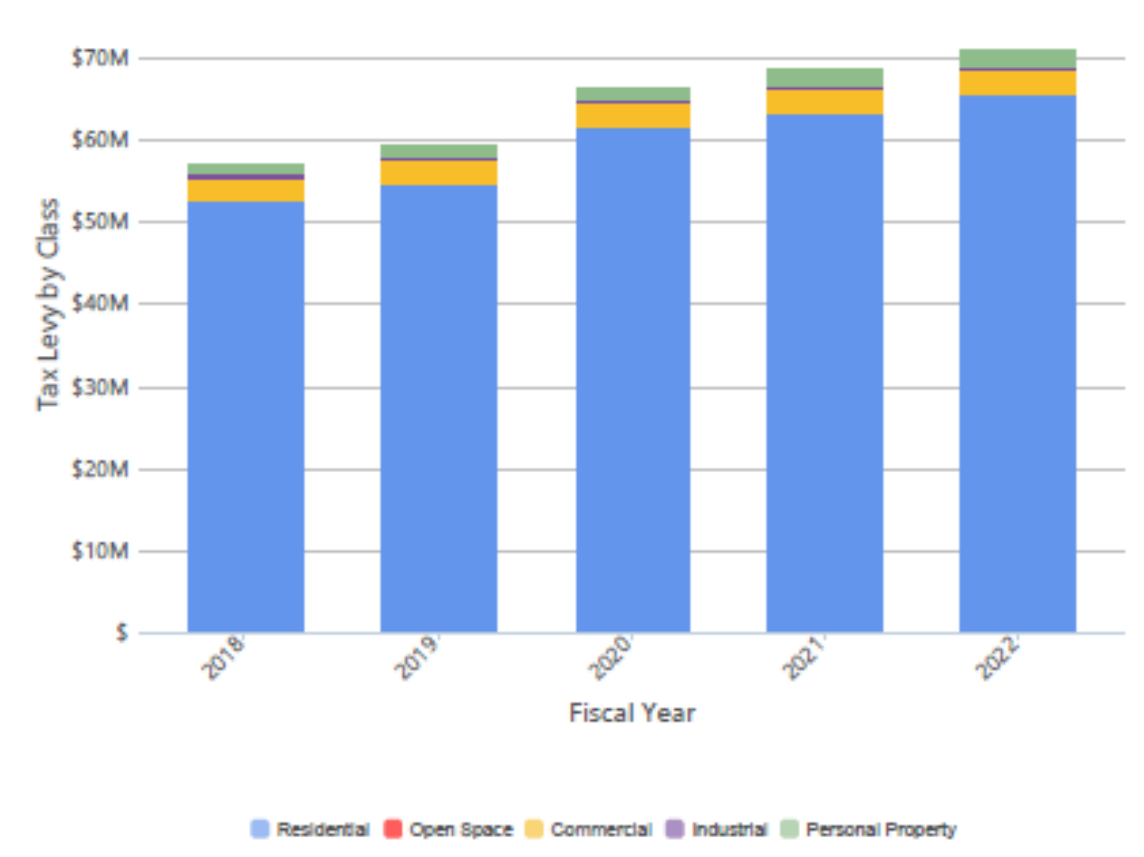


# In Melrose, 92% of taxes are paid by residential property owners

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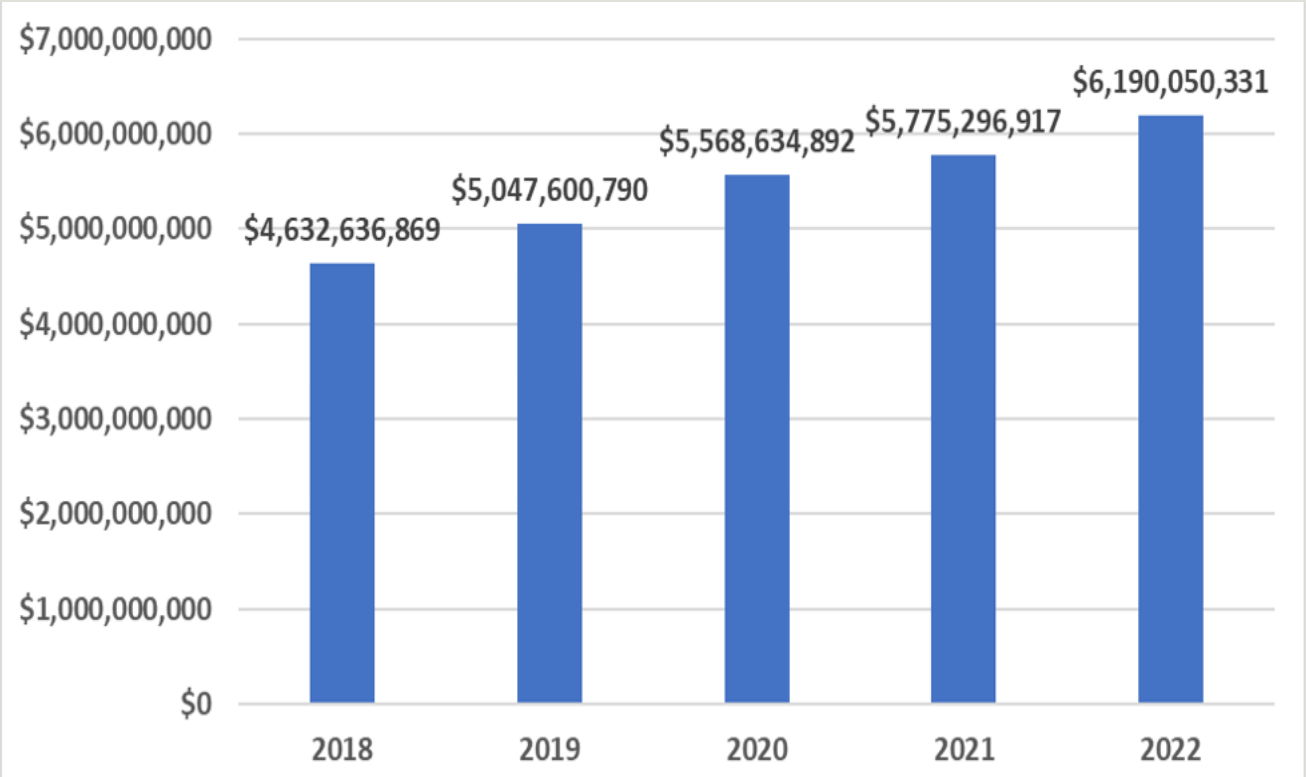
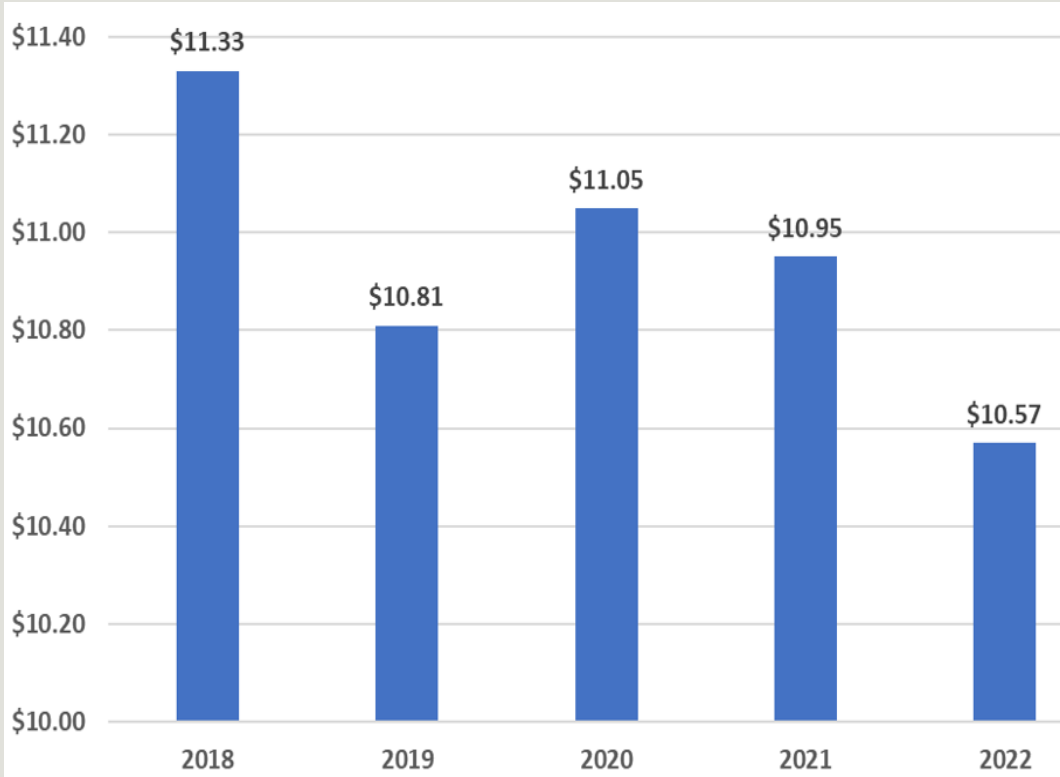
# As property values rise, tax rates fall




Total Value of Residential Properties in Melrose




Residential Property Tax Rate (per $1K assessed value)

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# 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.

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# 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)

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# 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.

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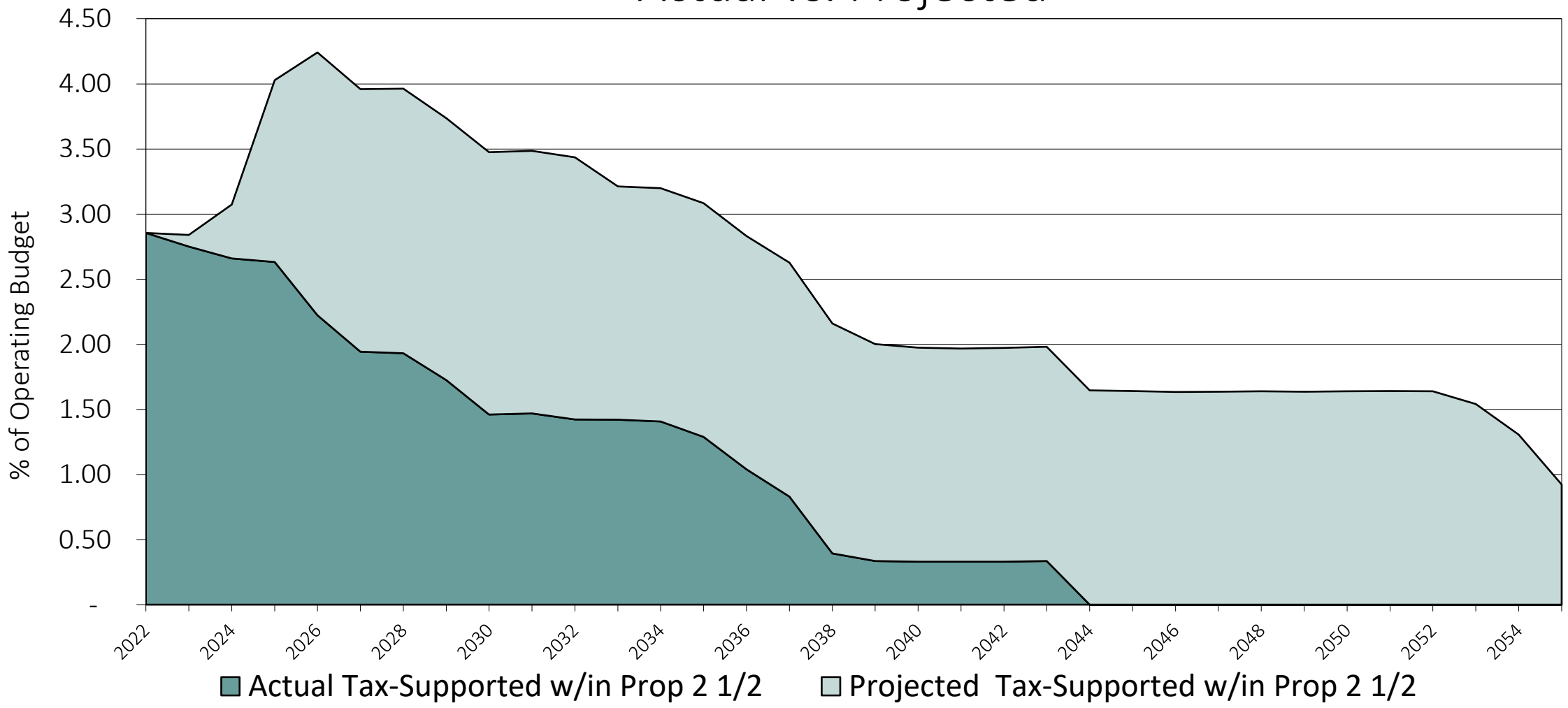
# Tax-Supported ("non exempt") debt within Proposition 2 1/2
## Actual vs. Projected

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# 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

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# QUESTIONS?

CITY OF MELROSE

OFFICE OF THE MAYOR

PAUL BRODEUR
*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

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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**

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**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 RRFBs 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



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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.

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| CHART - 1 | | City of Melrose | | | |
|---|---|---|---|---|---|
| **DRAFT** | **Ten Year General Fund Debt Plan Review** | | | | |
| **12/5/2022** | | **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** | **$3,074,059** | **$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:** | **$3,565,917** | **$5,293,586** | | |
| | **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.** | | | | |

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| CHART - 2 | | City of Melrose - 5% Debt Limit | | | |
|---|---|---|---|---|---|
| **DRAFT** | | **Ten Year General Fund Debt Plan Review** | | | |
| | | **Department of Finance** | | | |
| **12/5/2022** | | | **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** | **$3,074,059** | **$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:** | **$3,565,917** | **$5,293,586** | | |
| | **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.** | | | | |
| | | | | | |
| | | | | | |

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| 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 Projec | $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 Suport | $ 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** | | | | | | |
| | | | | | | | |
| **Personnel costs are inclusive of health insurance and benefits* | | | | | | | |

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CITY OF MELROSE

AUDITOR'S OFFICE

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

PATRICK D. DELLO RUSSO
*CFO/City Auditor*

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.

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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.

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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)

| | Estimated | Actual | Variance | PCT |
|---|---|---|---|---|
| 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.

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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

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# CITY OF MELROSE
## Annual Cherry Sheet Analysis

**Annual Cherry Sheet - Estimate** 7/19/2022 +
FN: AnnualCherryAnalysisFY23 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%** |

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# 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 | | | | | | | | |
| 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

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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*

| Source of Funds | Fiscal Year Original Estimate | Fiscal Year Year-to-Date Estimate | Fiscal Year Year-to-Date Actual | Surplus/ (Deficit) Dollars | Surplus/ (Deficit) Percentag |
|---|---|---|---|---|---|
| **Propery Tax (Net of Overlay)** | | | | | |
| Propery Tax | 73,476,192 | 36,738,096 | 36,309,696 | -428,400 | -0.58 |
| **Total Propery Tax (Net of Overlay)** | 73,476,192 | 36,738,096 | 36,309,696 | -428,400 | -0.58 |
| **Local Receipts** | | | | | |
| 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 |
| **Sewer Enterprise** | | | | | |
| 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 |
| **Water Enterprise** | | | | | |
| 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 |
| **Mt. Hood Enterprise Receipts** | | | | | |
| 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 |
| **Ambulance Enterprise Receipts** | | | | | |
| 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 |

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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 |
|---|---|---|---|
| **Propery Tax (Net of Overlay)** | | | |
| Propery Tax | 35,994,107 | 36,309,696 | 315,589 |
| **Total Propery Tax (Net of Overlay)** | 35,994,107 | 36,309,696 | 315,589 |
| **Local Receipts** | | | |
| 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 |
| **Sewer Enterprise** | | | |
| 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 |
| **Water Enterprise** | | | |
| 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 |
| **Mt. Hood Enterprise Receipts** | | | |
| 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 |
| **Ambulance Enterprise Receipts** | | | |
| 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 |

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| 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

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| 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 | Recylcing | 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 |

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# CITY OF MELROSE, MASSACHUSETTS

## Department of Finance

## FY 2023 Consolidated Budget Worksheet

### OTHER FUNDING SOURCES

| | | | Fund Number | |
|---|---|---|---|---|
| 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

Minutes Acceptance: Minutes of Feb 21, 2023 7:45 PM (Reading of the Minutes)

CITY OF MELROSE

PATRICK D. DELLO RUSSO
*CFO/City Auditor*

AUDITOR'S OFFICE
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.

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## 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.

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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

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**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

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## 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

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#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

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#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 Approriation** | $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.
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يرجى الاتصال بمدرسة طفلك/طفلتك ،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.
>
> 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.

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I do hope this additional funding will be of significant benefit to the Melrose School District.

Best regards,

Patrick

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#4

## 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.
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

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#5

05/10/2022 12:10 pm

City of Melrose
Next Year / Current Year Budget Analysis



PROJECTION: 2023 FISCAL 2023 OPERATING BUDGET
0100 GENERAL FUND

FY22 FY23

| 300 SCHOOL Account | Account Description | 2021 YTD Spent | 2022 Orig Budget | 2022 Revised Budget | 2022 YTD Spent | 2023 Mayor | PCT 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%** |

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#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

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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*
****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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**CliftonLarsonAllen LLP**
131 Hartwell Avenue, Suite 300
Lexington, MA 02421

**phone** 781-402-6300 **fax** 781-402-6350
**CLAconnect.com**

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 you 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

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Minutes Acceptance: Minutes of Feb 21, 2023 7:45 PM (Reading of the Minutes)

## 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 <jkukenberger@melroseschools.com>; McAndrew, Jennifer <jmcandrew@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.
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

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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 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*
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**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** spacerPassed

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.

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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** |

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MELROSE PUBLIC SCHOOLS

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.



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PROJECTION: 2023 FISCAL 2023 OPERATING BUDGET
**0100 GENERAL FUND**

## 300 SCHOOL

| Account | Account Description | 2021 YTD Spent | 2022 Orig Budget | 2022 Revised Budget | 2022 YTD Spent | 2023 Mayor | PCT 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%** |

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# Melrose FY22 EOY

CPAs | CONSULTANTS | WEALTH ADVISORS

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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

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# 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

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# 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.

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# 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

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# 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

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# 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 TRANSPORATION | $ 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 |
| | $ 3,158,407.00 | $ 3,471,653.65 | **$ 3,158,407.00** | **$ 3,158,407.00** |

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# 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

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# 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

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# 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.

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# 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

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# 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 |
|---|---|---|---|---|---|---|---|
| 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% |

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# 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 |
|---|---|---|---|---|---|---|---|---|
| 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% |

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# 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 |
|---|---|---|---|---|---|---|---|---|
| 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% |

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# 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 |
|---|---|---|---|---|---|---|---|---|
| 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% |

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# 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 |
|---|---|---|---|---|---|---|---|---|
| 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% |

Minutes Acceptance: Minutes of Feb 21, 2023 7:45 PM (Reading of the Minutes)

# 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 |
|---|---|---|---|---|---|---|---|---|
| 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% |

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# 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 |
|---|---|---|---|---|---|---|---|
| **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% |

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# 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 |
|---|---|---|---|---|---|---|---|---|
| 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% |

Minutes Acceptance: Minutes of Feb 21, 2023 7:45 PM (Reading of the Minutes)

# 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 |
|---|---|---|---|---|---|---|---|---|
| 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% |

Minutes Acceptance: Minutes of Feb 21, 2023 7:45 PM (Reading of the Minutes)

# 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 |
|---|---|---|---|---|---|---|---|---|
| **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% |

Minutes Acceptance: Minutes of Feb 21, 2023 7:45 PM (Reading of the Minutes)

# 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 |
|---|---|---|---|---|---|---|---|---|
| **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% |

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# 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 |
|---|---|---|---|---|---|---|---|---|
| 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% |

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# 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 |
|---|---|---|---|---|---|---|---|---|
| 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% |

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# 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 |
|---|---|---|---|---|---|---|---|---|
| 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% |

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# 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 |
|---|---|---|---|---|---|---|---|
| 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% |

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# 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 |
|---|---|---|---|---|---|---|---|---|
| **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% |

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# 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 |
|---|---|---|---|---|---|---|---|---|
| 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% |

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# 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 |
|---|---|---|---|---|---|---|---|---|
| **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% |

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# 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% |

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# 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 |
|---|---|---|---|---|---|---|---|---|
| **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% |

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# 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 |
|---|---|---|---|---|---|---|---|---|
| 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% |

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# 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 |
|---|---|---|---|---|---|---|---|---|
| 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% |

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# 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 |
|---|---|---|---|---|---|---|---|
| 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% |

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# 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 |
|---|---|---|---|---|---|---|---|
| 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% |

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# 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 |
|---|---|---|---|---|---|---|---|
| **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% |

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# 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 |
|---|---|---|---|---|---|---|---|
| **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% |

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# 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 |
|---|---|---|---|---|---|---|---|---|
| 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% |

Minutes Acceptance: Minutes of Feb 21, 2023 7:45 PM (Reading of the Minutes)

# 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 |
|---|---|---|---|---|---|---|---|---|
| **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% |

Minutes Acceptance: Minutes of Feb 21, 2023 7:45 PM (Reading of the Minutes)

# 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 |
|---|---|---|---|---|---|---|---|---|
| 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% |

Minutes Acceptance: Minutes of Feb 21, 2023 7:45 PM (Reading of the Minutes)

# 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 |
|---|---|---|---|---|---|---|---|---|
| **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% |

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# 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 |
|---|---|---|---|---|---|---|---|---|
| **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% |

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# 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 |
|---|---|---|---|---|---|---|---|---|
| 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% |

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## YEAR-TO-DATE BUDGET REPORT

FOR 2023 06

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|---|---|---|---|---|---|---|---|---|
| **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% |

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FOR 2023 06

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|---|---|---|---|---|---|---|---|
| **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 SHELT | 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% |

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# CITY OF MELROSE v2021 LIVE

## YEAR-TO-DATE BUDGET REPORT

FOR 2023 06

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|---|---|---|---|---|---|---|---|---|
| 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% |

Minutes Acceptance: Minutes of Feb 21, 2023 7:45 PM (Reading of the Minutes)

# 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 |
|---|---|---|---|---|---|---|---|---|
| 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% |

Minutes Acceptance: Minutes of Feb 21, 2023 7:45 PM (Reading of the Minutes)

# 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 |
|---|---|---|---|---|---|---|---|---|
| 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% |

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# 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 |
|---|---|---|---|---|---|---|---|
| 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% |

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# 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 |
|---|---|---|---|---|---|---|---|---|
| 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% |

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# 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 |
|---|---|---|---|---|---|---|---|---|
| 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% |

Minutes Acceptance: Minutes of Feb 21, 2023 7:45 PM (Reading of the Minutes)

# 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 |
|---|---|---|---|---|---|---|---|
| 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% |

Minutes Acceptance: Minutes of Feb 21, 2023 7:45 PM (Reading of the Minutes)

# 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 |
|---|---|---|---|---|---|---|---|---|
| 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% |

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# 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 |
|---|---|---|---|---|---|---|---|---|
| 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% |

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# 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 |
|---|---|---|---|---|---|---|---|
| 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% |

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# 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 |
|---|---|---|---|---|---|---|---|---|
| **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% |

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# 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 |
|---|---|---|---|---|---|---|---|---|
| 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% |

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# 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 |
|---|---|---|---|---|---|---|---|
| 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% |

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# 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 |
|---|---|---|---|---|---|---|---|---|
| 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% |

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# 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 |
|---|---|---|---|---|---|---|---|
| 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% |

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# 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 |
|---|---|---|---|---|---|---|---|
| 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% |

Minutes Acceptance: Minutes of Feb 21, 2023 7:45 PM (Reading of the Minutes)

# 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 |
|---|---|---|---|---|---|---|---|
| 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% |

Minutes Acceptance: Minutes of Feb 21, 2023 7:45 PM (Reading of the Minutes)

# 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 |
|---|---|---|---|---|---|---|---|---|
| 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% |

Minutes Acceptance: Minutes of Feb 21, 2023 7:45 PM (Reading of the Minutes)

# 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 |
|---|---|---|---|---|---|---|---|
| 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% |

Minutes Acceptance: Minutes of Feb 21, 2023 7:45 PM (Reading of the Minutes)

# 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 |
|---|---|---|---|---|---|---|---|---|
| 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% |

Minutes Acceptance: Minutes of Feb 21, 2023 7:45 PM (Reading of the Minutes)

# 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 |
|---|---|---|---|---|---|---|---|
| 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% |

Minutes Acceptance: Minutes of Feb 21, 2023 7:45 PM (Reading of the Minutes)

# 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 |
|---|---|---|---|---|---|---|---|---|
| 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% |

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# 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 |
|---|---|---|---|---|---|---|---|
| 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% |

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# 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 |
|---|---|---|---|---|---|---|---|---|
| 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% |

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# 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 |
|---|---|---|---|---|---|---|---|
| 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% |

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# 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 |
|---|---|---|---|---|---|---|---|
| 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 | |

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# CITY OF MELROSE v2021 LIVE

## 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 **

Minutes Acceptance: Minutes of Feb 21, 2023 7:45 PM (Reading of the Minutes)

## 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.****

Minutes Acceptance: Minutes of Feb 21, 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: 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**

Minutes Acceptance: Minutes of Feb 21, 2023 7:45 PM (Reading of the Minutes)

**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.

Minutes Acceptance: Minutes of Feb 21, 2023 7:45 PM (Reading of the Minutes)

# ARPA Update

Minutes Acceptance: Minutes of Feb 21, 2023 7:45 PM (Reading of the Minutes)

# 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.

Minutes Acceptance: Minutes of Feb 21, 2023 7:45 PM (Reading of the Minutes)

# Members of the Mayor's ARPA Staff Taskforce

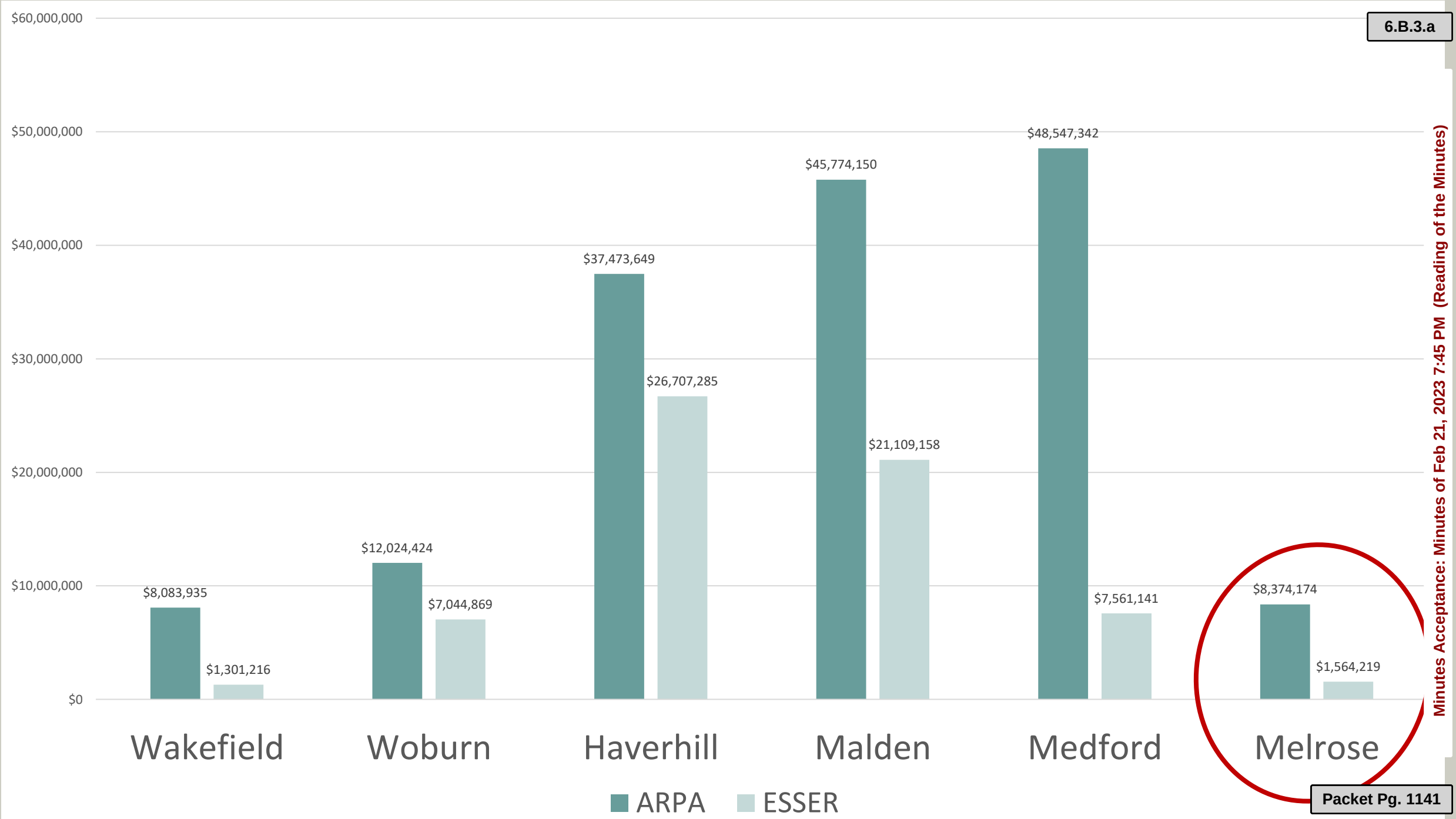
- Patrick Dello Russo (CFO)
- Kathryn Armata (Treasurer/Collector)
- Kerri Golden (Auditor's Office)
- Denise Gaffey (OPCD)
- Chief Ed Collina (Fire)
- Chief Mike Lyle (Police)
- Allan Alpert (Emergency Management)
- Margot Fleischman (Mayor's Office)
- Neal Ellis (IT)
- Elena Proakis Ellis (DPW)
- Jim Troup (DPW)
- Jay McNeil (DPW)
- Anthony Chui (HHS)
- Leia Secor (School Finance Dept)

Minutes Acceptance: Minutes of Feb 21, 2023 7:45 PM (Reading of the Minutes)

# Federal Relief Aid Regional Comparisons

| Community | Population | ARPA | ARPA per capita | ESSER | ESSER per student |
|---|---|---|---|---|---|
| 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** |

Minutes Acceptance: Minutes of Feb 21, 2023 7:45 PM (Reading of the Minutes)

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# Mayor’s Priorities

- Identifying the areas of greatest need and relevance for Melrose’s economic and public heath recovery, including mental health and wellness
- Making much needed investments in City infrastructure
- Maintaining financial stability

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# ARPA Approvals To-Date

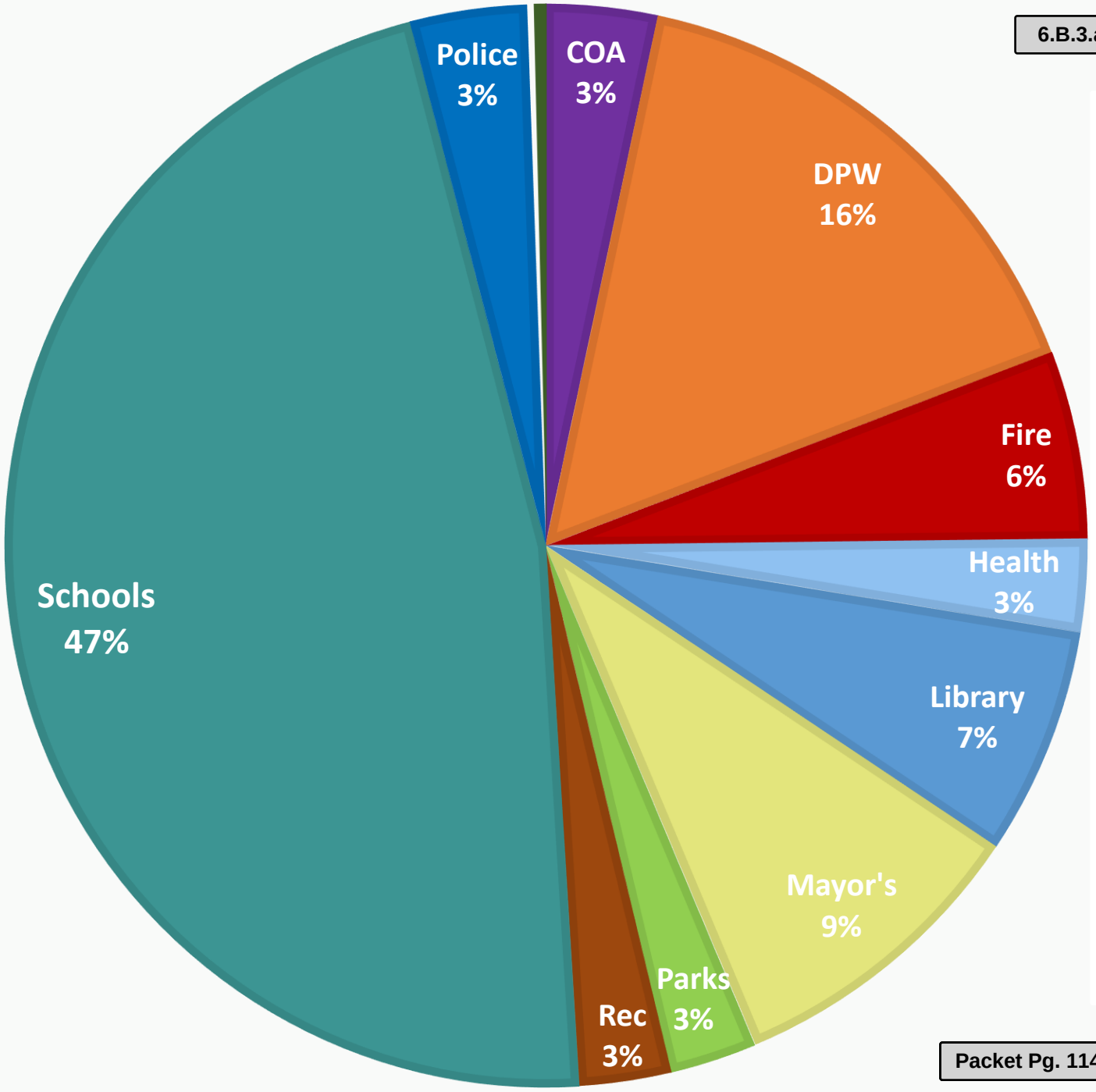
34 projects from 12 departments

$7.3M allocated

$1.05M unallocated

Minutes Acceptance: Minutes of Feb 21, 2023 7:45 PM (Reading of the Minutes)

# ARPA Allocations By Department

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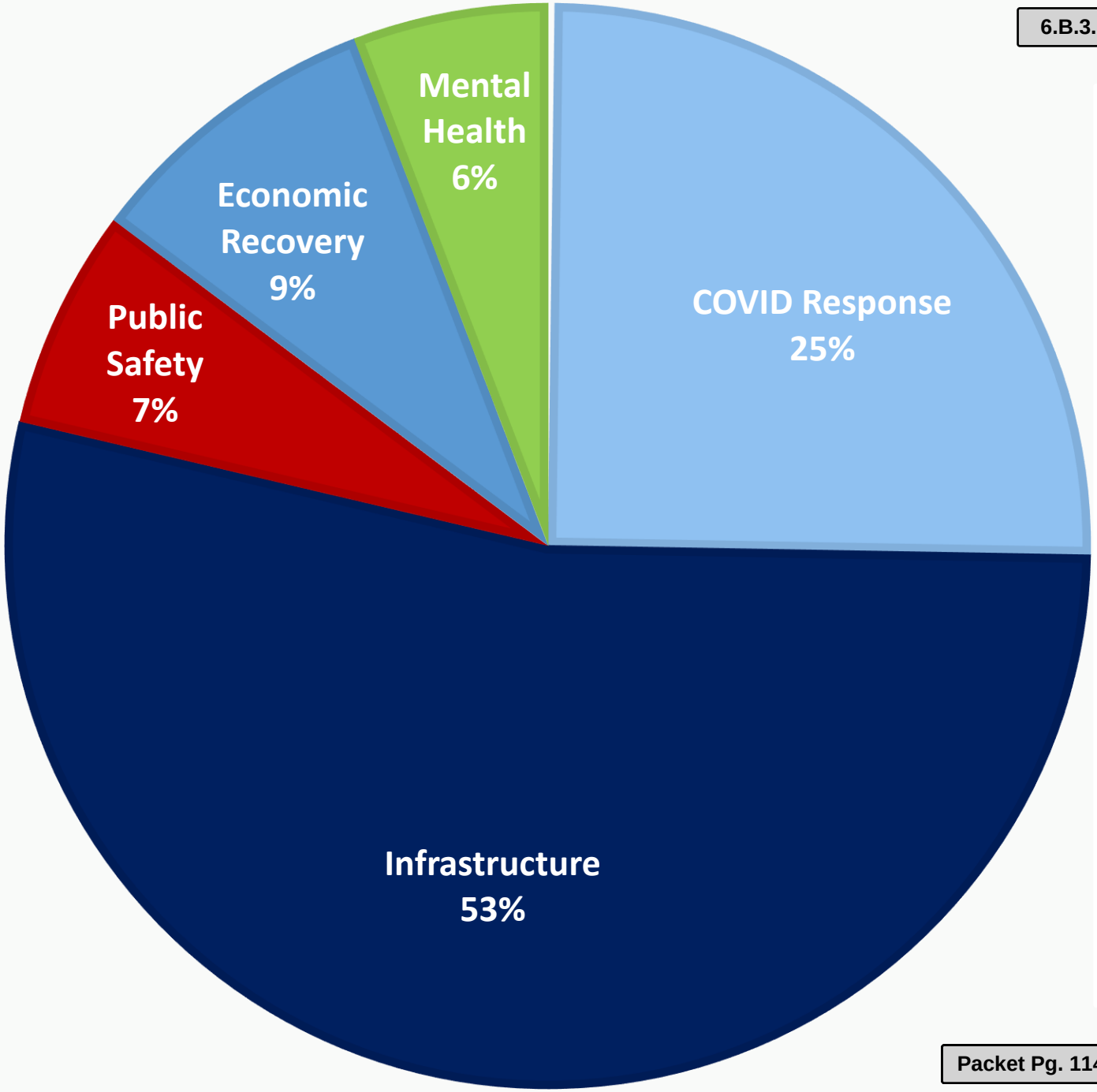
# ARPA Allocations By Type

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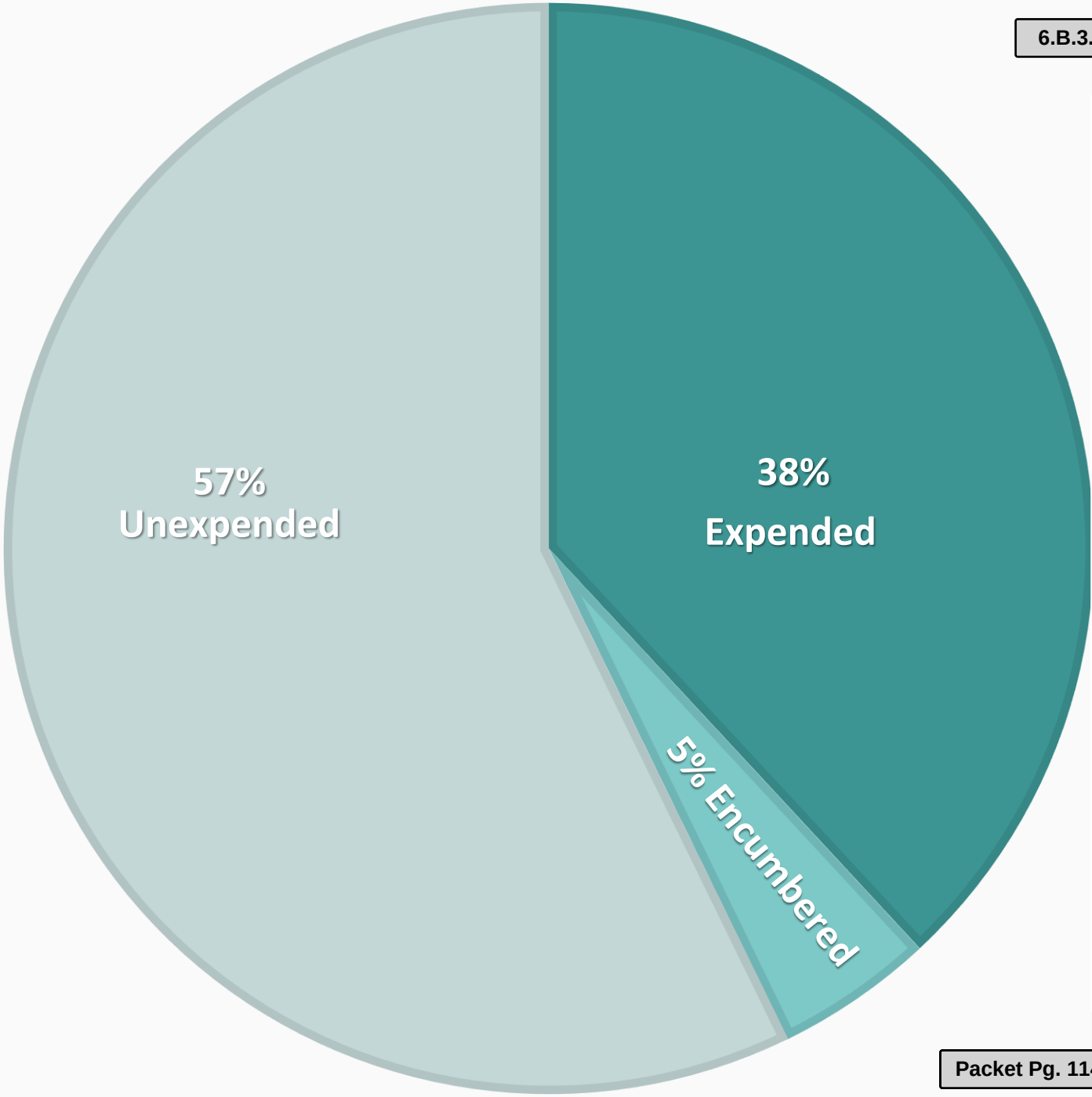
# ARPA Expenditures To-Date:

## 43% Expended or Encumbered

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# $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 |

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# Thank you!

www.cityofmelrose.org/mayor/pages/ARPA

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# 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

Minutes Acceptance: Minutes of Feb 21, 2023 7:45 PM (Reading of the Minutes)

# 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

Minutes Acceptance: Minutes of Feb 21, 2023 7:45 PM (Reading of the Minutes)

# Some terms and what they mean:

**Tax Levy –** The revenue a community can raise through rea personal property taxes.

**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.

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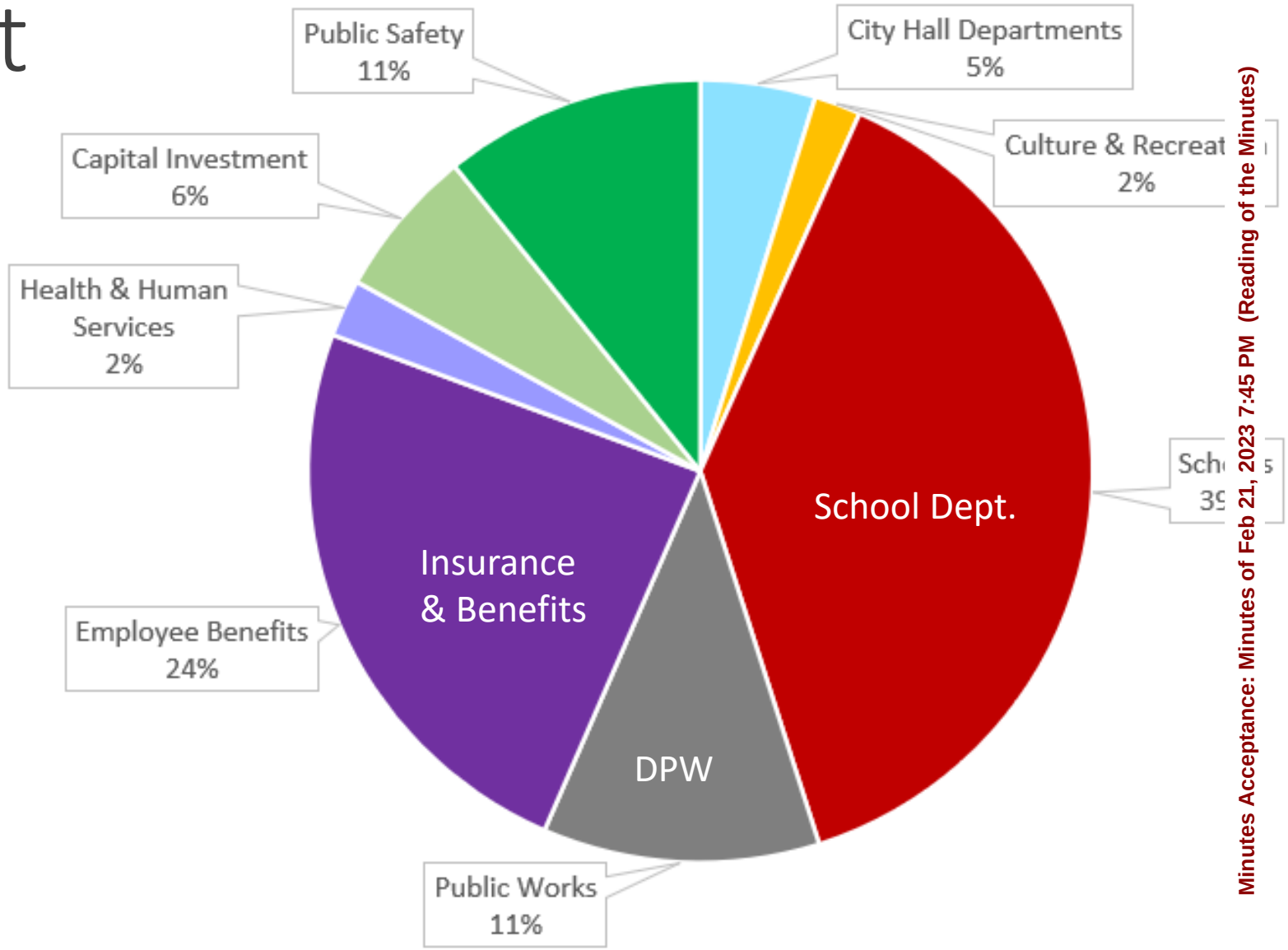
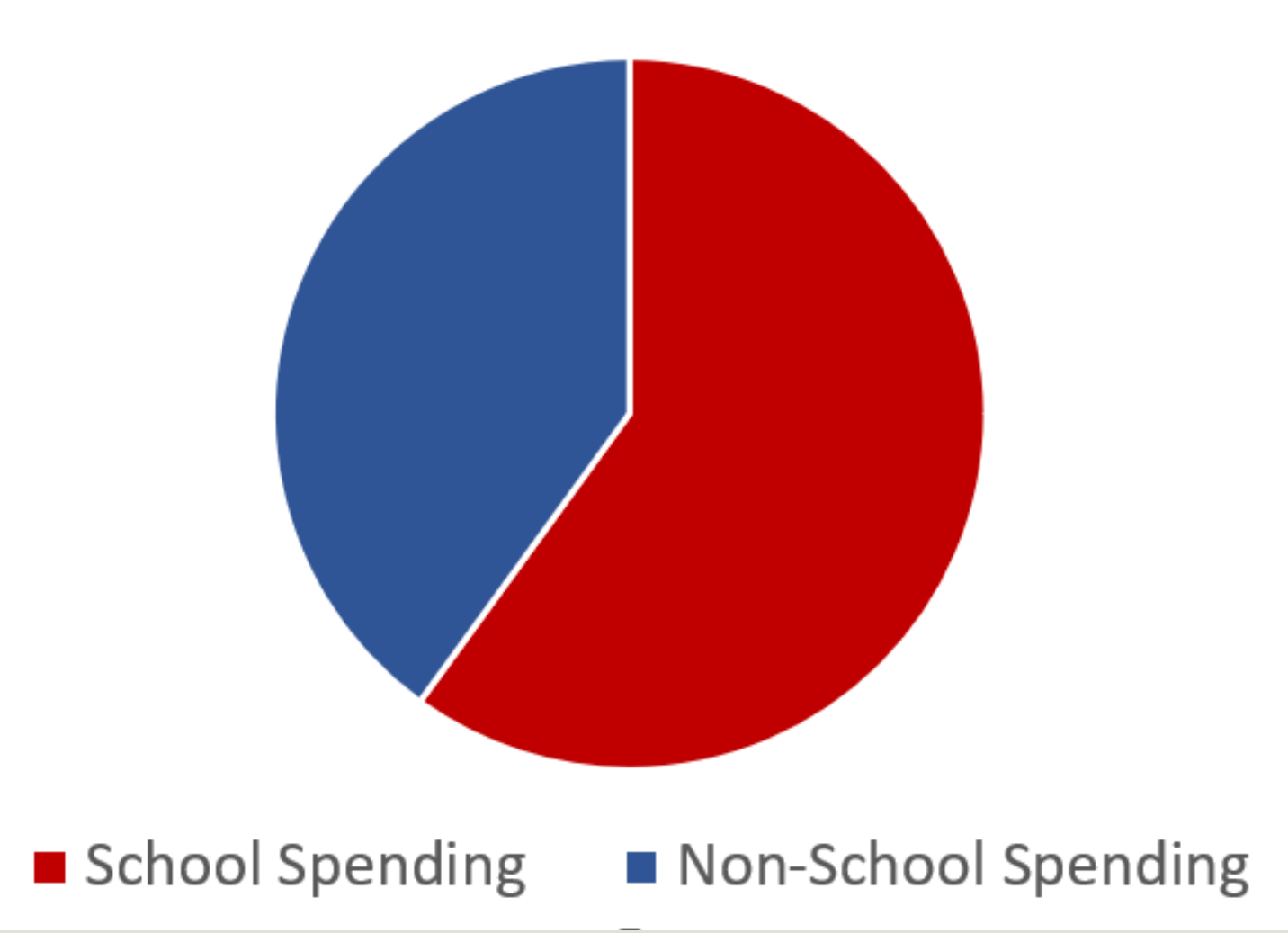
# Budget Snapshot




Minutes Acceptance: Minutes of Feb 21, 2023 7:45 PM (Reading of the Minutes)




# 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

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# 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

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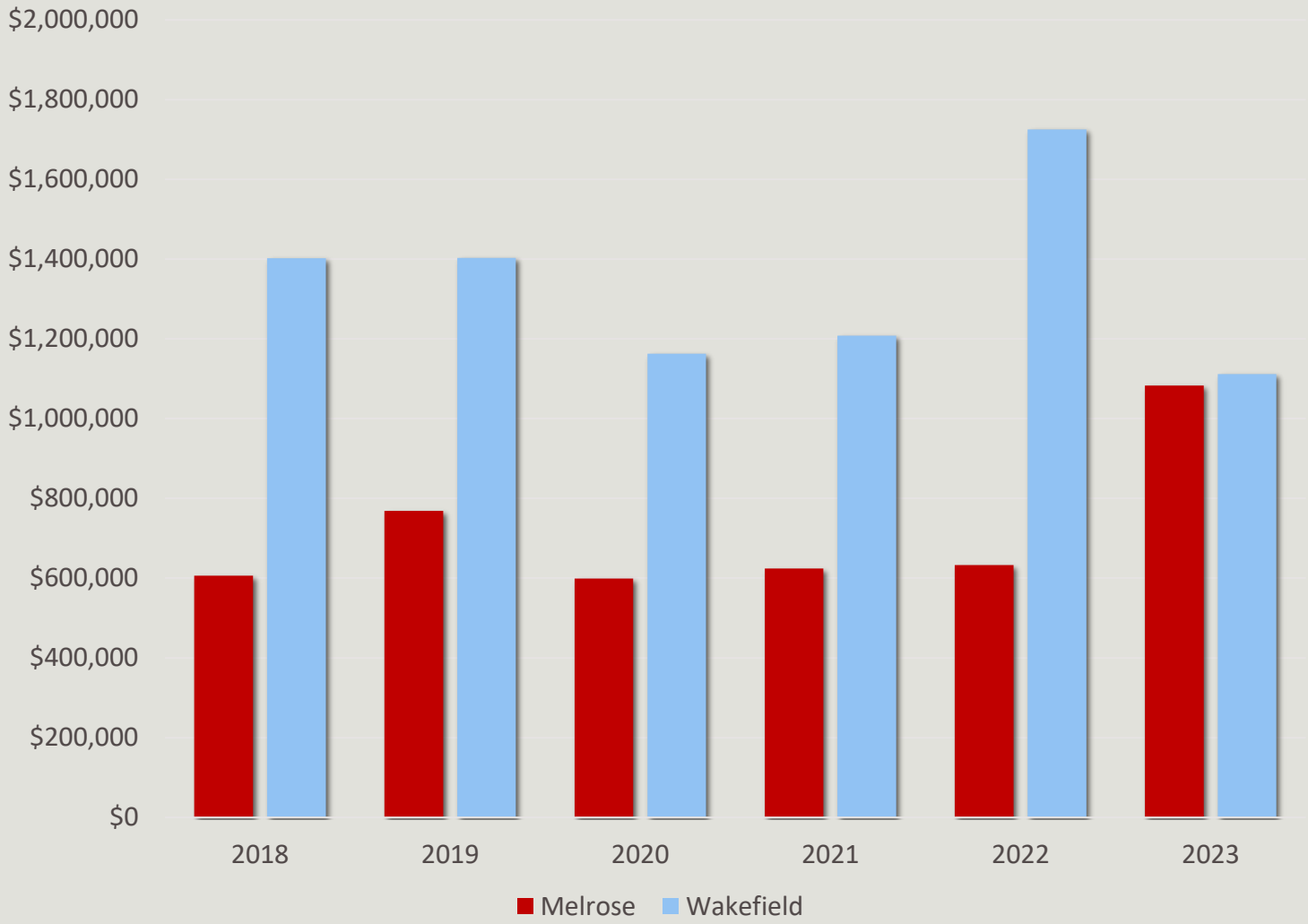


# New Growth Comparison to Wakefield

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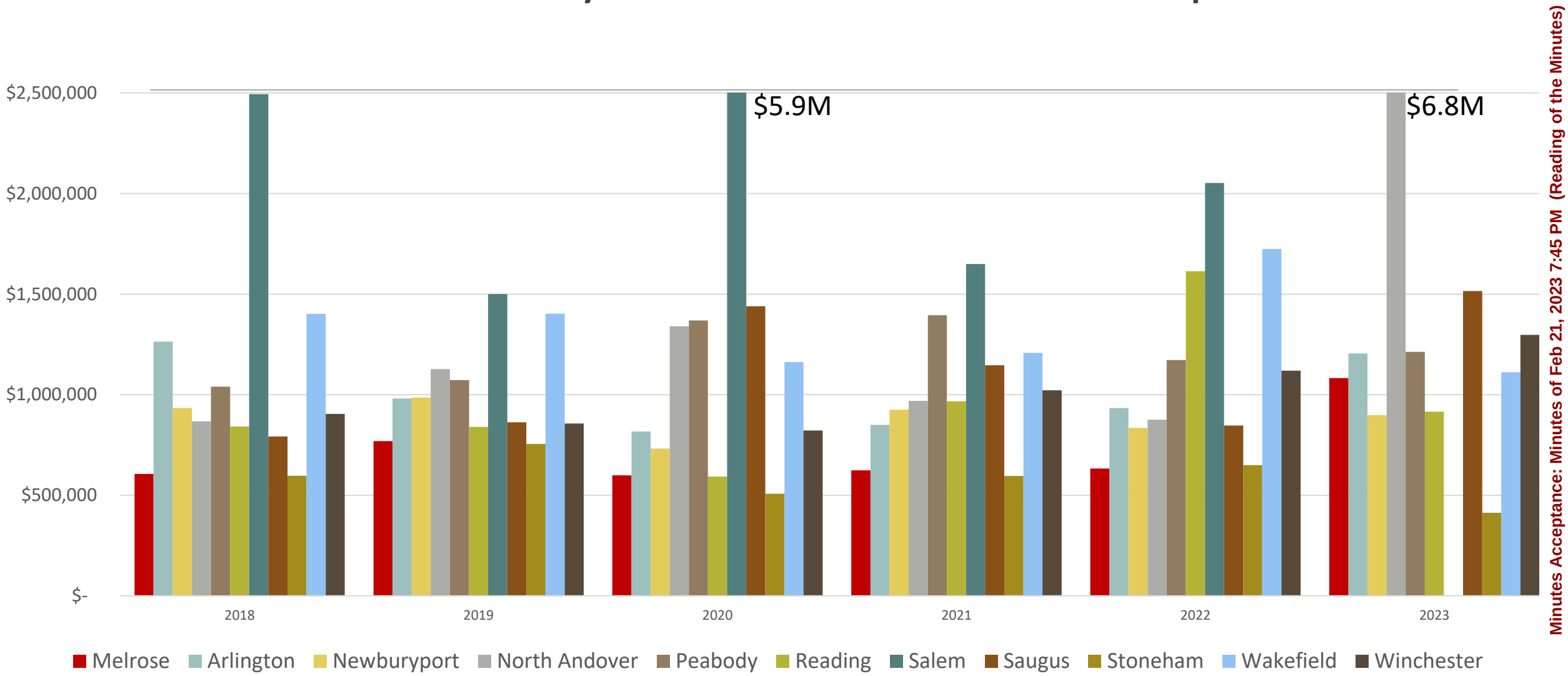
# 10 Community New Growth Comparison

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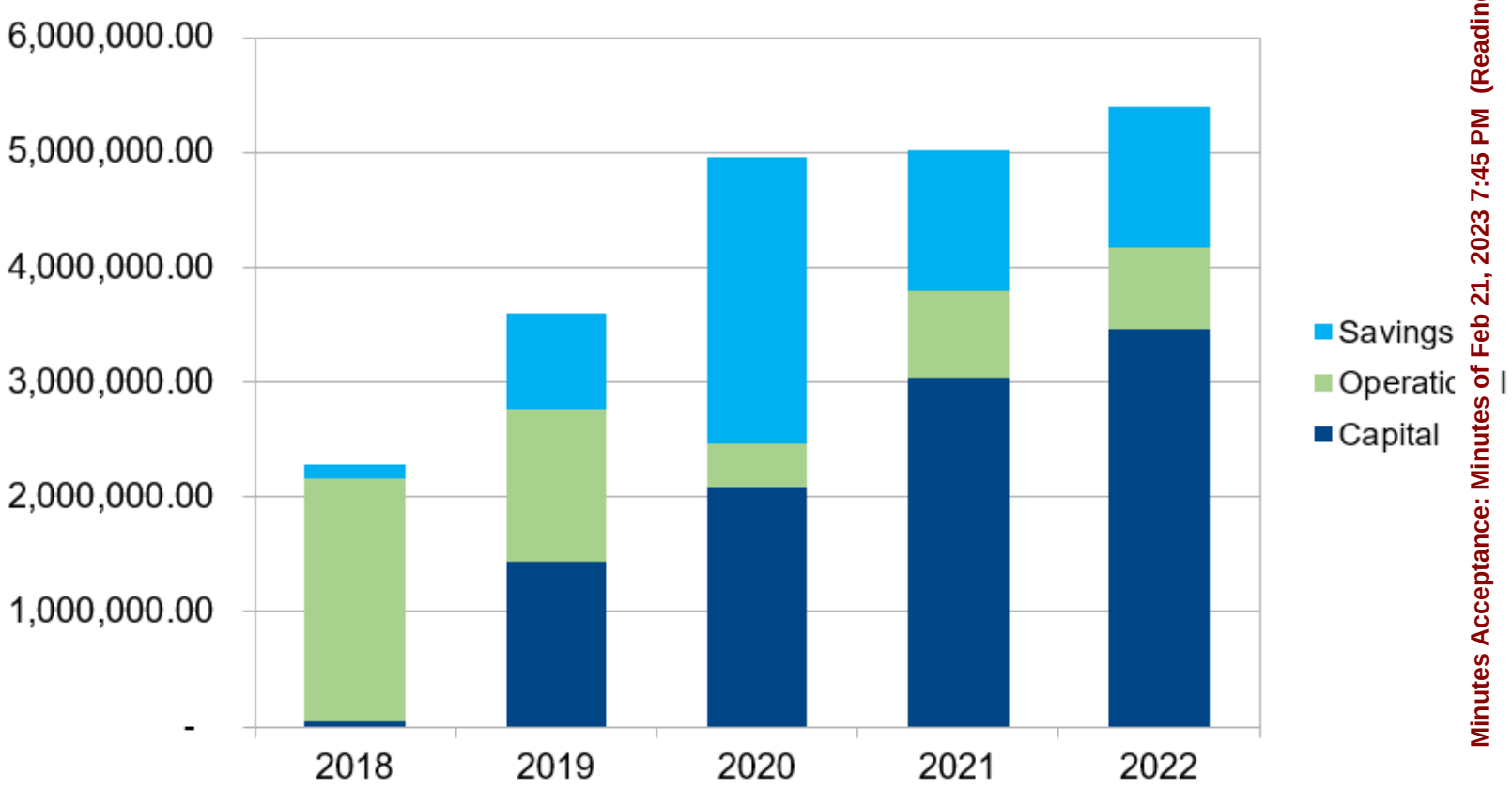
# Melrose Free Cash – past 5 years

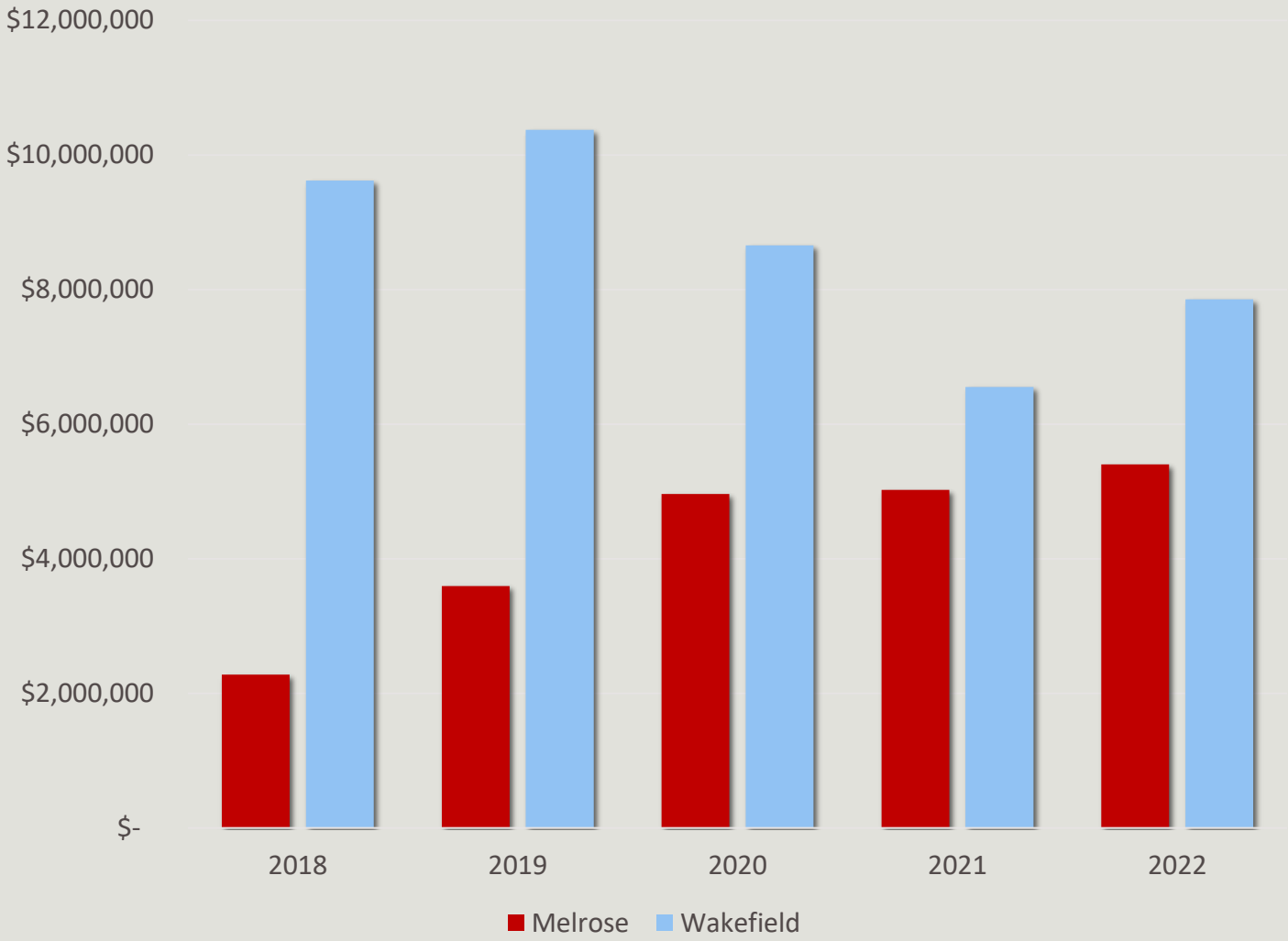
**SAVINGS:** stabilization funds, affordable housing trust

**OPERATIONAL:** snow/ice, software, trainings, etc.

**CAPITAL:** buildings, vehicles, playgrounds, trees, equipment, etc.




Minutes Acceptance: Minutes of Feb 21, 2023 7:45 PM (Reading of the Minutes)




# Free Cash Comparison to Wakefield

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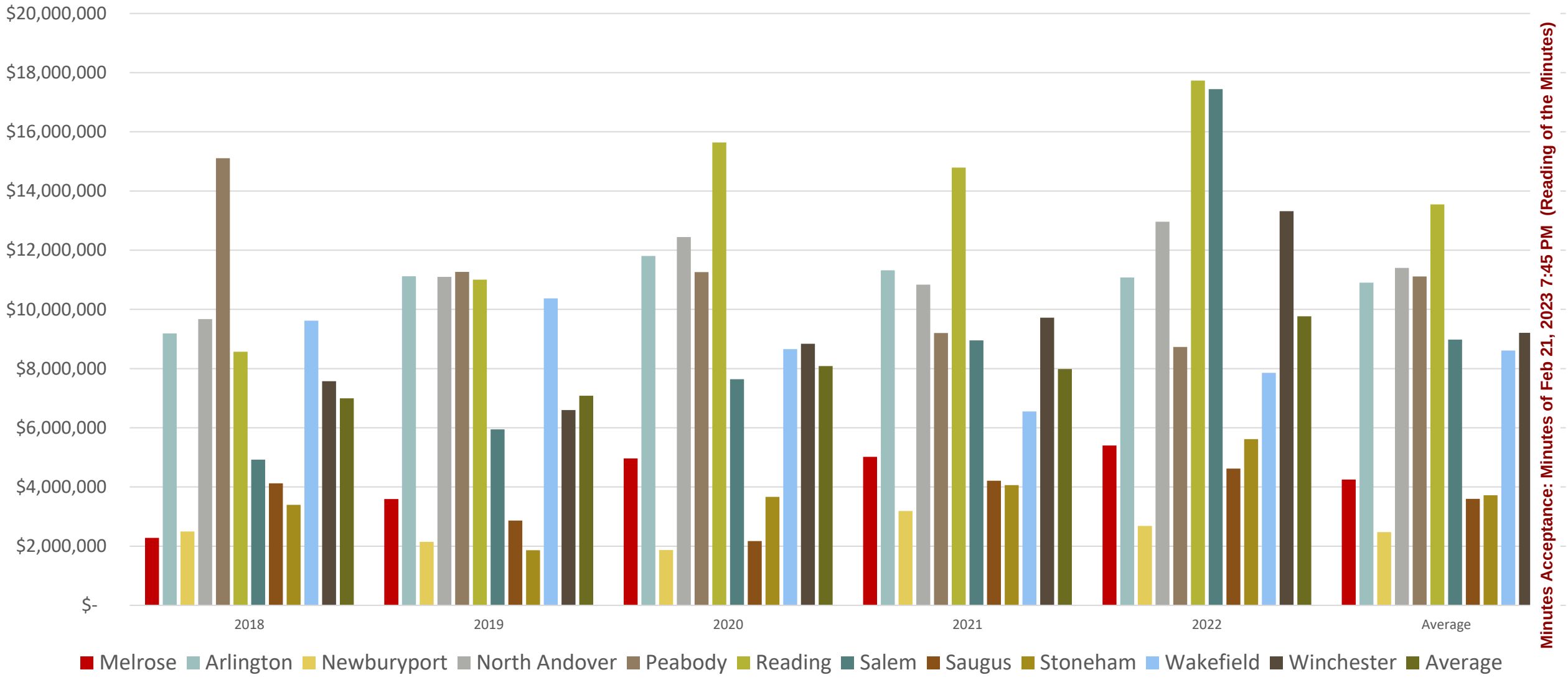
# 5 Year Free Cash Comparison ($)

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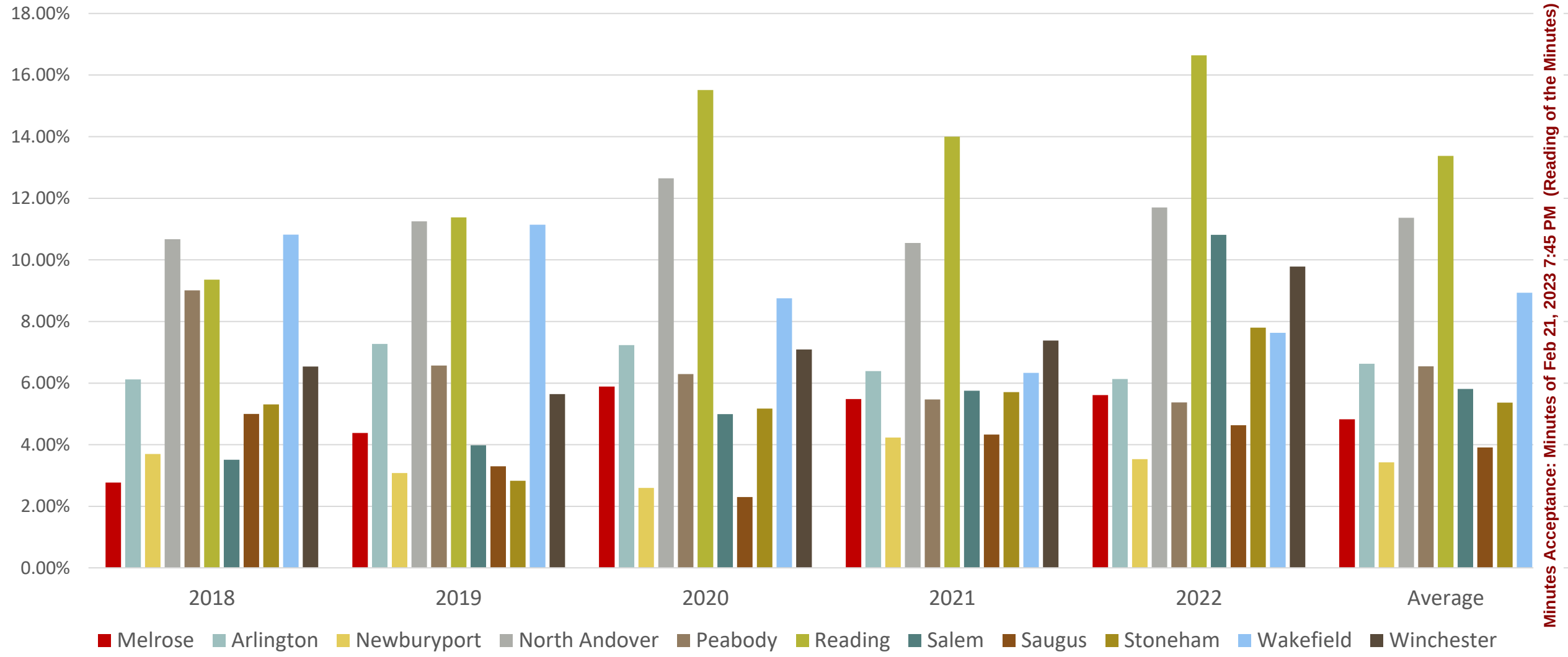
# 5 Year Free Cash Comparison (%)

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# 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

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# 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

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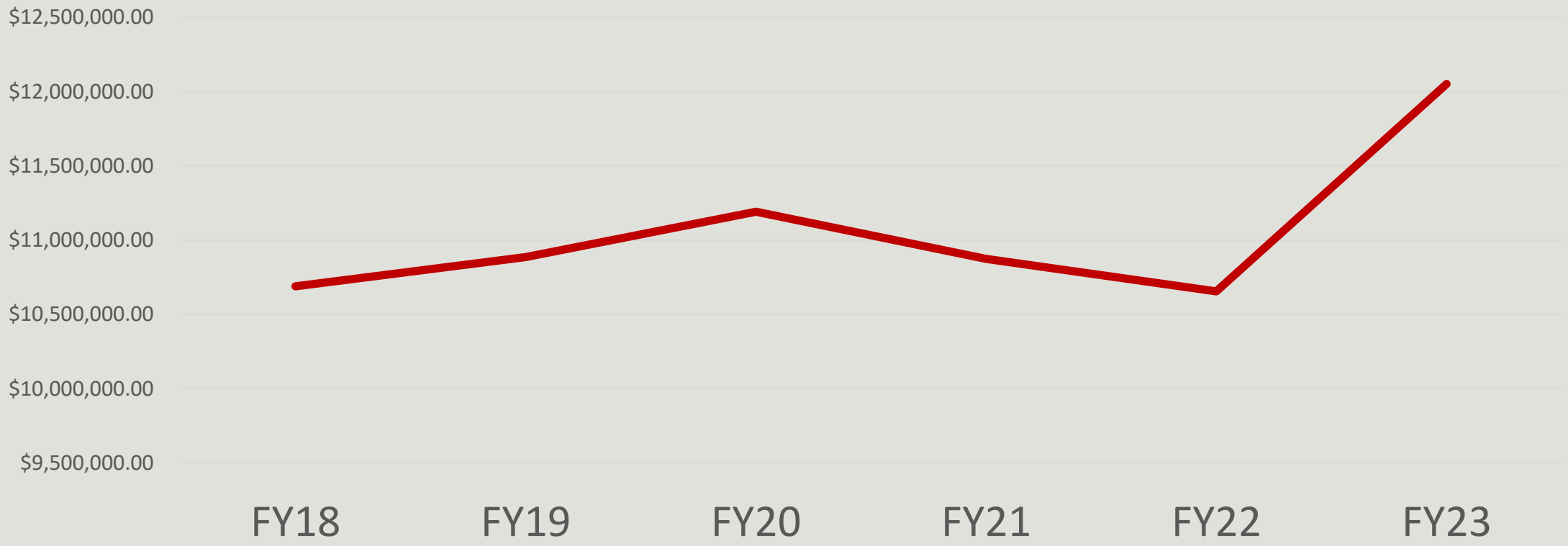
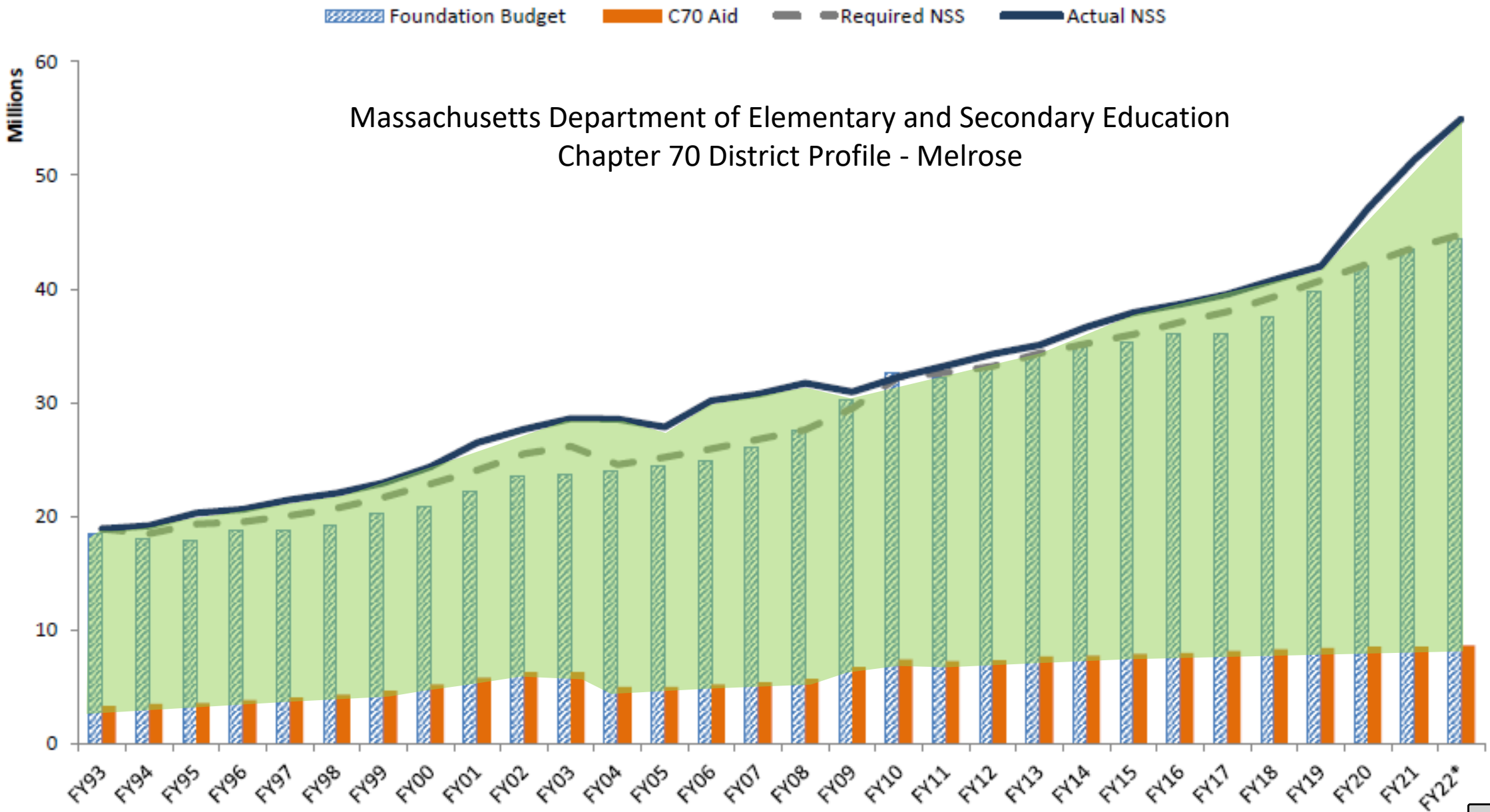
# Net State Aid




Minutes Acceptance: Minutes of Feb 21, 2023 7:45 PM (Reading of the Minutes)

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| 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

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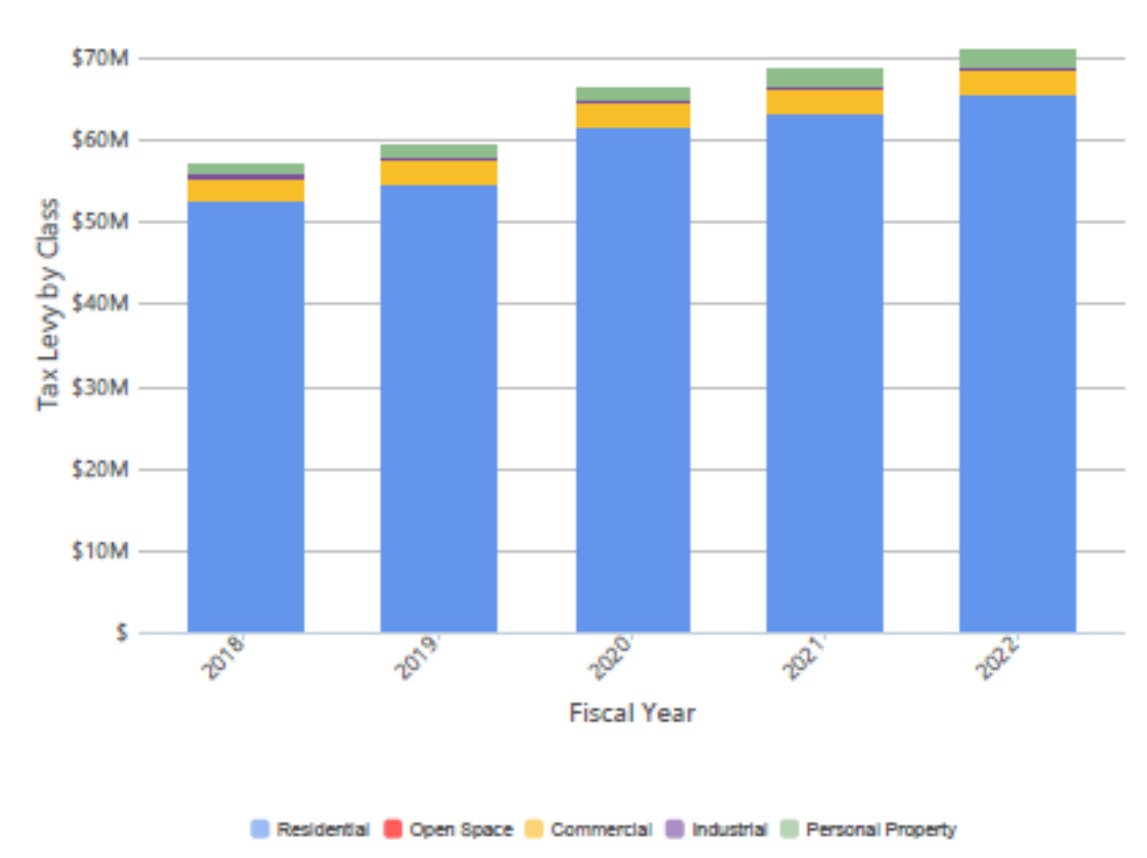


# In Melrose, 92% of taxes are paid by residential property owners

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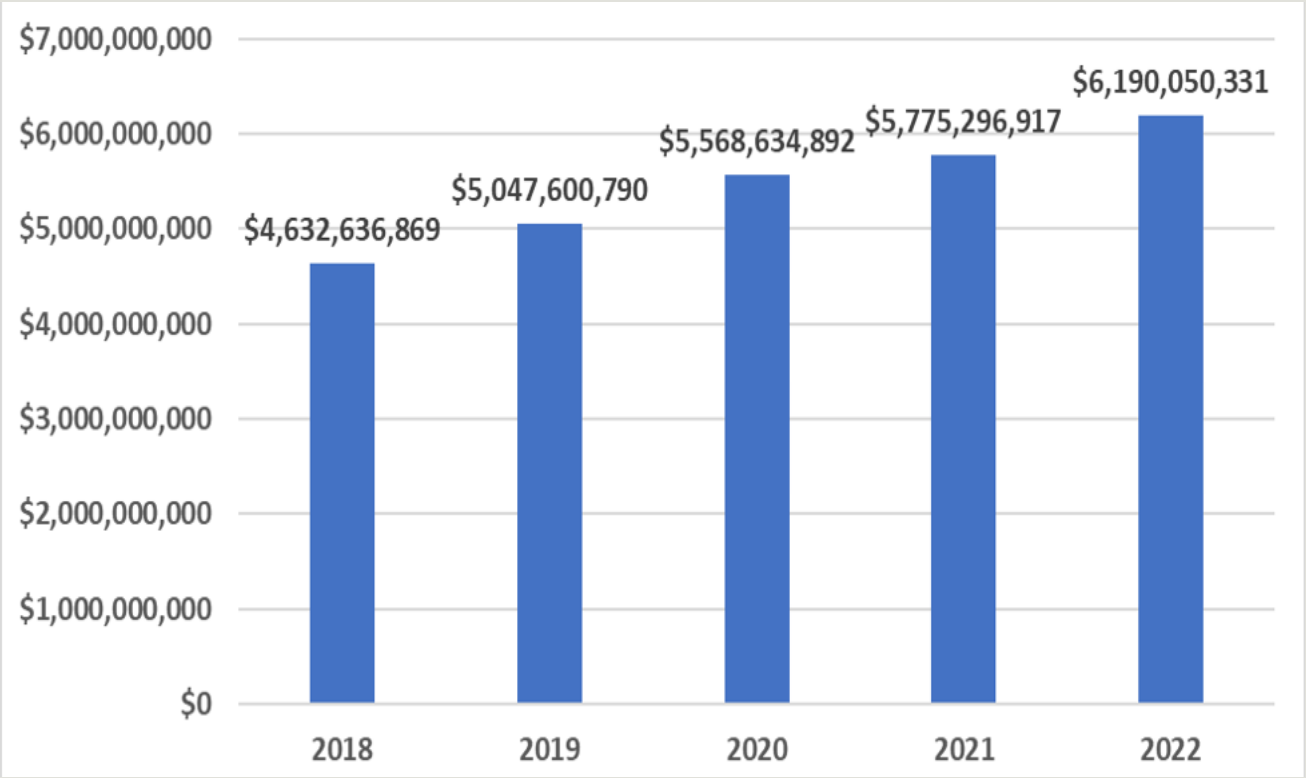
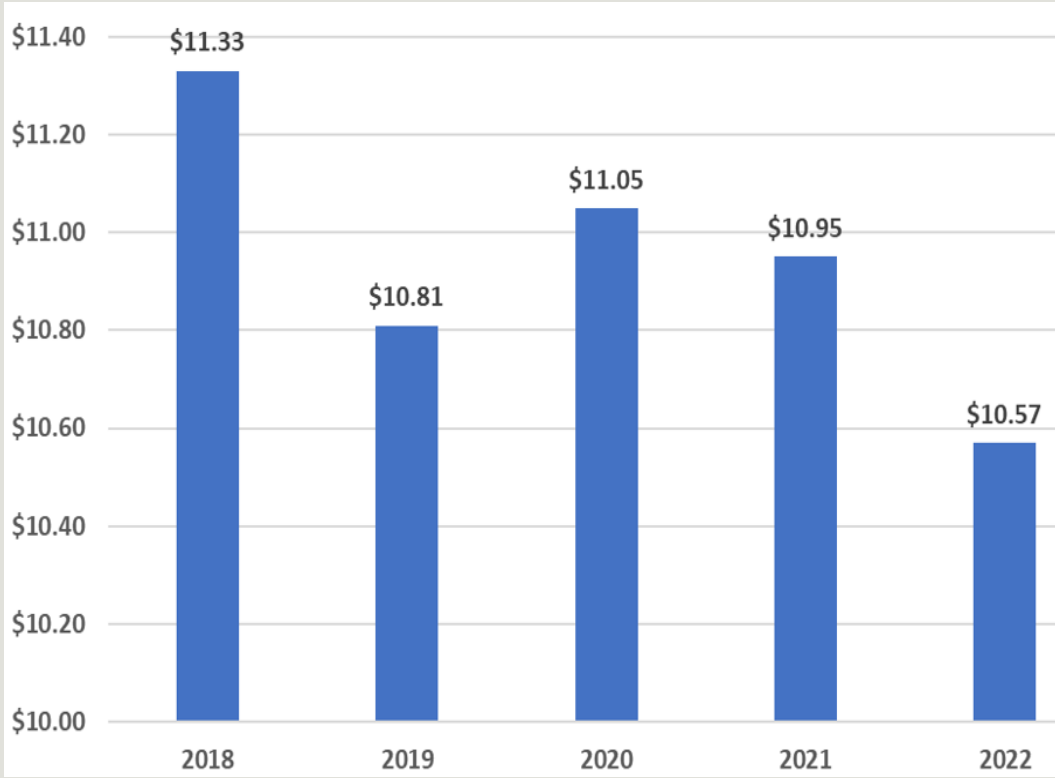
# As property values rise, tax rates fall




Total Value of Residential Properties in Melrose




Residential Property Tax Rate (per $1K assessed value)

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# 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.

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# 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)

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# 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.

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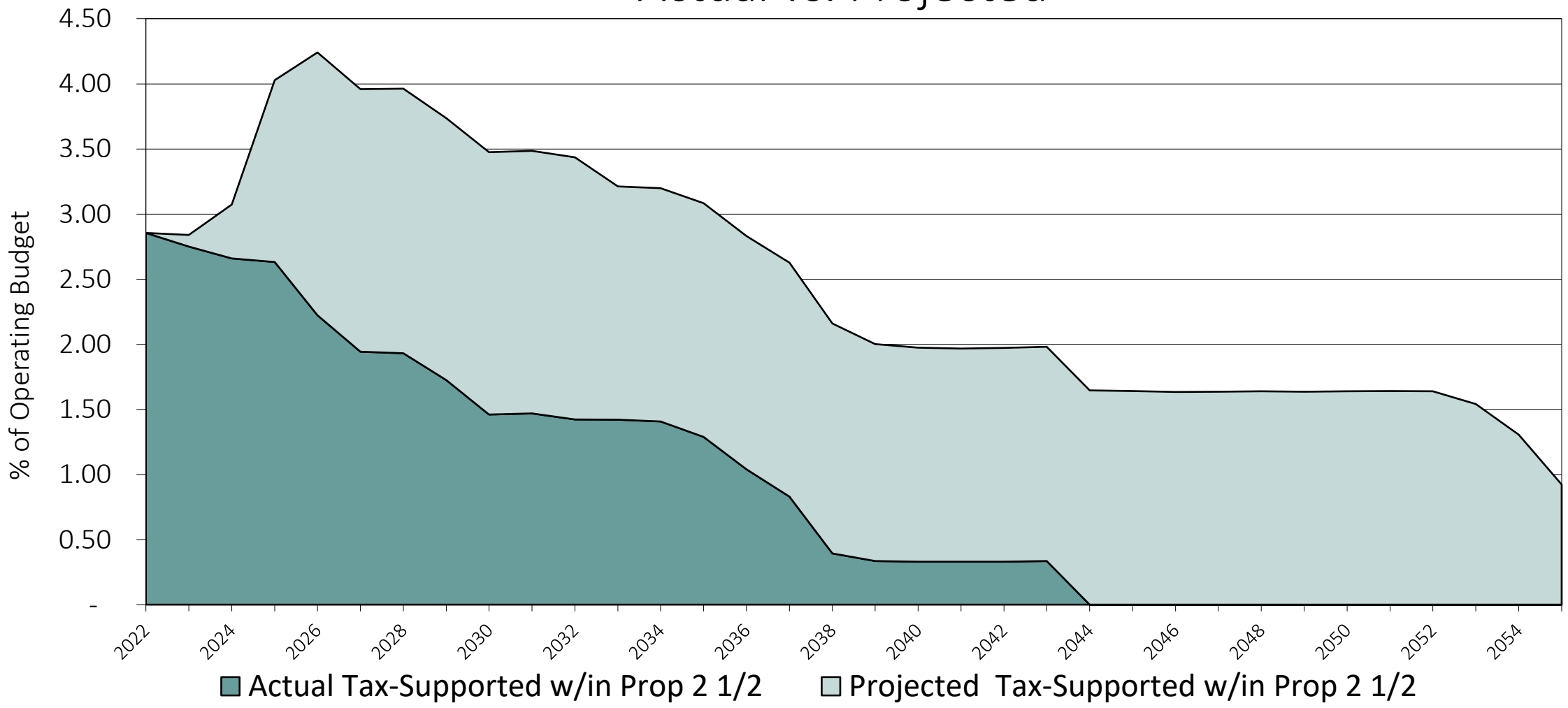
# Tax-Supported ("non exempt") debt within Proposition 2 1/2
## Actual vs. Projected

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# 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

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# QUESTIONS?

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CITY OF MELROSE

OFFICE OF THE MAYOR

PAUL BRODEUR
*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

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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**

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**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 RRFBs 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

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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.

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| CHART - 1 | | City of Melrose | | | |
|---|---|---|---|---|---|
| **DRAFT** | **Ten Year General Fund Debt Plan Review** | | | | |
| **12/5/2022** | | **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** | **$3,074,059** | **$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:** | **$3,565,917** | **$5,293,586** | | |
| | **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.**

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| CHART - 2 | | City of Melrose - 5% Debt Limit | | | |
|---|---|---|---|---|---|
| **DRAFT** | | **Ten Year General Fund Debt Plan Review** | | | |
| | | **Department of Finance** | | | |
| **12/5/2022** | | | **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** | **$3,074,059** | **$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:** | **$3,565,917** | **$5,293,586** | | |
| | **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.** | | | | |
| | | | | | |
| | | | | | |

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| 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 Projec | $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 Suport | $ 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** | | | | | | |
| | | | | | | | |
| **Personnel costs are inclusive of health insurance and benefits* | | | | | | | |

Minutes Acceptance: Minutes of Feb 21, 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

# 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

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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.

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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.

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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/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

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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.

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| 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 |

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| 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 Jatheon 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 RRFBs 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. |

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| 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.B 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. |

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

# CITY OF MELROSE

**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.

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- 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.

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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.

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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

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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 identity 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

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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 spent 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]

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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.

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CITY OF M
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Kristin Foote
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562 Main Stre
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Telephone - (781) 979-411

# 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:<br>o Melrose Fire<br>o Melrose Health and Human Services Department<br>o Melrose Police<br>o Inspectional Services<br>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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# 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:** DEAN SCARITO - GENERAL MANAGER | **Emergency Phone Number:** [redacted] |

| Circle all that apply: | Breakfast | Lunch | Dinner | Take-out |
|---|---|---|---|---|
| | GOLF + FUNCTIONS | GOLF + FUNCTIONS | FUNCTIONS | |

**Please List Daily Hours of Operation**

| Sunday | Monday | Tuesday | Wednesday | Thursday | Friday | Saturday |
|---|---|---|---|---|---|---|
| 6:00 AM | TO 11:00 PM | IN SEASON → | | | | |
| VARIABLE | DURING | OFF-SEASON - DEPENDENT ON FUNCTION DEMAND | | | | |

| | |
|---|---|
| *Approved Number of Seats:* | MAIN HALL: 90<br>CARR ROOM: 60<br>SNACK ROOM: 35 |
| *Floor Space/ Square Feet:* | MAIN HALL: 1390<br>CARR ROOM: 780<br>SNACK ROOM: 450 |

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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<br>Date of Signature | [redacted]<br>Date of Birth |
| Signature of Petitioner 2 | 12/19/2022<br>Date of Signature | [redacted]<br>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.

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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 45 employees (full/part-time) LOCAL 130 TOTAL |
| | 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 GOLF COURSE W/ SNACK BAR, BAR, + FUNCTION SPACE |

*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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***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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# INFORMATION AND INSTRUCTIONS

Massachusetts General Laws chapter 152 requires all employers to provide workers' compensation for their employees. Pursuant to this statue, 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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Telephone - (781) 979-4113

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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Melrose, Massachusetts 021
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# 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: SALAMORE 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 |
|---|---|---|---|---|---|---|
| | VARIABLE DURING OFF SEASON - DEPENDENT ON FUNCTION BOO | 6:00AM | TO 11:00PM | IN SEASON | | |
| *Approved Number of Seats:* | | | MAIN HALL: 90<br>CART ROOM: 60<br>SNACK ROOM: 35 | | | |
| *Floor Space/ Square Feet:* | | | MAIN HALL: 1390<br>CART ROOM: 780<br>SNACK ROOM: 450 | | | |

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Telephone - (781) 979-411

**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**<br>781-979-4130 | Date Signed: 12-20-2022 | **FOOD PERMIT EXP DATE:** 05-31-2023 |
|---|---|---|
| *Health & Human Services Signature* | Anthony Chui<br>*Health & Human Services Name Printed* | |
| ☐ Denied | ☐ Approved | ☒ Other |
| Comments: New application - Inspection in process | | |

| **MELROSE FIRE DEPARTMENT**<br>781-979-4405 | Date Signed: 1/9/23<br>J. GIBSON | **$10 Fee Paid** Yes / No |
|---|---|---|
| *Melrose Fire Captain Signature* | *Fire Captain Name Printed* | |
| ☐ Denied | ☒ Approved | ☐ Other |
| Comments: | | |

| **MELROSE POLICE DEPARTMENT**<br>781-665-1212 | Date Signed: 12/20/2022 |
|---|---|
| *Melrose Police Signature* (45) | *Melrose Police Name Printed* 45 |
| ☐ Denied | ☑ Approved ☐ Other |
| Comments: | |

| **INSPECTIONAL SERVICES DEPARTMENT**<br>781-979-4135 | Date Signed: 12/20/22 |
|---|---|
| *Building Commissioner Signature* | *Building Commissioner Name Printed* |
| ☐ Denied | ☑ Approved ☐ Other |
| Comments: | |

| **TREASURER COLLECTORS' OFFICE**<br>Available in person during City Hall business hours | Date Signed: 1-3-23 |
|---|---|
| *Treasurer Collector Signature* | Pat Dean<br>*Treasurer Collector Name Printed* |
| ☐ Denied | ☑ Approved ☐ Other |
| Comments: | |

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ACORD®

# 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<br>D.B. Warlick & Co.<br>P O Box 1260<br>69 Lafayette Rd.<br>North Hampton NH 03862 | COMPANY: Merchants Insurance Co.<br>BINDER #: B22121528363<br>EFFECTIVE DATE: 1/1/2023 TIME: 12:01 X AM<br>EXPIRATION DATE: 1/31/2023 TIME: X 12:01 AM / NOON |
| PHONE (A/C, No, Ext): (603) 964-6065 FAX (A/C, No): (603) 964-9029<br>CODE: SUB CODE: | ☐ THIS BINDER IS ISSUED TO EXTEND COVERAGE IN THE ABOVE NAMED COMPANY<br>PER EXPIRING POLICY #: CMP9155355 |
| AGENCY CUSTOMER ID: 00015225 | DESCRIPTION OF OPERATIONS / VEHICLES / PROPERTY (Including Location) |
| INSURED AND MAILING ADDRESS<br>Sagamore Golf Inc dba Mt Hood Memorial Park & Golf Course<br>101 North Road<br>North Hampton NH 03862 | Location: 100 Slayton Road, Melrose MA |

## COVERAGES

| TYPE OF INSURANCE | COVERAGE / FORMS | LIMITS: DEDUCTIBLE | COINS % | AMOUNT |
|---|---|---|---|---|
| PROPERTY — CAUSES OF LOSS: ☐ BASIC ☐ BROAD ☒ SPECIAL; ☒ REPLACEMENT COST | Blanket Bldg & contents | [redacted] | | |
| GENERAL LIABILITY — ☒ COMMERCIAL GENERAL LIABILITY; ☐ CLAIMS MADE ☒ OCCUR | RETRO DATE FOR CLAIMS MADE: | EACH OCCURRENCE | | $ [redacted] |
| | | DAMAGE TO RENTED PREMISES | | $ |
| | | MED EXP (Any one person) | | $ |
| | | PERSONAL & ADV INJURY | | $ |
| | | GENERAL AGGREGATE | | $ |
| | | PRODUCTS - COMP/OP 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: ☐ OTHER THAN COL: | ☐ ALL VEHICLES ☐ SCHEDULED VEHICLES | ☐ ACTUAL CASH VALUE<br>☐ 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 | | $ [redacted] |
| | | AGGREGATE | | $ |
| | | SELF-INSURED RETENTION | | $ |
| WORKER'S COMPENSATION AND EMPLOYER'S LIABILITY | | ☐ PER STATUTE | | |
| | | E.L. EACH ACCIDENT | | $ |
| | | E.L. DISEASE - EA EMPLOYEE | | $ |
| | | E.L. DISEASE - POLICY LIMIT | | $ |
| SPECIAL CONDITIONS / OTHER COVERAGES: Additional Insured: The People of the City of Melrose, The Park Commission, their commissioners, officers and agrents and employees | | FEES | | $ |
| | | TAXES | | $ |
| | | ESTIMATED TOTAL PREMIUM | | $ |

**NAME & ADDRESS**

| | |
|---|---|
| | ☐ MORTGAGEE ☐ LOSS PAYEE ☐ ADDITIONAL INSURED<br>LOAN #:<br>AUTHORIZED REPRESENTATIVE<br>David Warlick/GAIL |


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Minutes Acceptance: Minutes of Feb 21, 2023 7:45 PM (Reading of the Minutes)

**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]

AGENCY/BROKER: D B WARLICK & CO.

AGENT CODE: 71889/NER06/037

TRANSACTION TYPE: RENEWAL

RENEWAL OF NUMBER: [redacted]

BUSINESS TYPE: CORPORATION

1. THE INSURED MAILING ADDRESS: SAGAMORE GOLF INC
101 NORTH ROAD
NORTH HAMPTON, NH 03862-2130

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 IU 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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CITY OF MELROSE
OFFICE OF THE CITY CLERK

Kristin Foote
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**<br>781-979-4130 | Date Signed: 12-20-2022 | **FOOD PERMIT EXP DATE:** 05-31-2023 |
|---|---|---|
| *Health & Human Services Signature* | *Health & Human Services Name Printed* Anthony Chui AC 1/19/23 | |
| ☐ Denied | ☒ Approved | ☒ Other |
| Comments: New Application - Inspection in process | | |

| **MELROSE FIRE DEPARTMENT**<br>781-979-4405 | Date Signed: 1/3/23 | **$10 Fee Paid** Yes / No |
|---|---|---|
| *Melrose Fire Captain Signature* | *Fire Captain Name Printed* J. GIBSON | |
| ☐ Denied | ☐ Approved | ☐ Other |
| Comments: | | |

| **MELROSE POLICE DEPARTMENT**<br>781-665-1212 | Date Signed: 12/20/2022 |
|---|---|
| *Melrose Police Signature* (45) | *Melrose Police Name Printed* 45 |
| ☐ Denied | ☑ Approved ☐ Other |
| Comments: | |

| **INSPECTIONAL SERVICES DEPARTMENT**<br>781-979-4135 | Date Signed: 12/20/22 |
|---|---|
| *Building Commissioner Signature* | *Building Commissioner Name Printed* |
| ☐ Denied | ☑ Approved ☐ Other |
| Comments: | |

| **TREASURER COLLECTORS' OFFICE**<br>Available in person during City Hall business hours | Date Signed: 1-3-23 |
|---|---|
| *Treasurer Collector Signature* | *Treasurer Collector Name Printed* Pat Dean |
| ☐ Denied | ☑ Approved ☐ Other |
| Comments: | |

Minutes Acceptance: Minutes of Feb 21, 2023 7:45 PM (Reading of the Minutes)

CITY OF MELROSE

OFFICE OF THE MAYOR

PAUL
BRODEUR
*Mayor*

City Hall, 562
Main StreetMelrose,
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.

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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. IThank 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

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**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)

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*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.

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Commonwealth of Massachusetts

# DEPARTMENT OF HOUSING & COMMUNITY DEVELOPMENT

Charles D. Baker, Governor ◆ Karyn E. Polito Lt. Governor ◆ Jennifer D. Maddox, Undersecretary

October 17, 2022

The HonorablePaul 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

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# 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 Housing and Community Development**<br>**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** | **Fax:** |
| **Vendor Code Address ID (e.g. "AD001"): AD001 .**<br>**(Note: The Address ID must be set up for EFT payments.)** | | **MMARS Doc ID(s): SCOCD321023330000263**<br>**RFR/Procurement or Other ID Number: DHCDOneStop2023** | |

**_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: _____, **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): _x_ 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.)
_x_ **Maximum Obligation Contract.** Enter total maximum obligation for total duration of this contract (or ***new*** total if Contract is being amended). **$ 75,000 .**

**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: _x 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:

_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 **_6/30_ , 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:** Louis Martin.
**Print Title:** Director.

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# 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.



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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



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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.

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# Attachment B Budget
# FY2023 Housing Choice Grant

| **Name of Municipality**<br>Include name of Subcontractor if applicable | **Program Manager**<br>**Name, phone and email**<br>*Include name and contact information of person preparing report if different from project manager* |
|---|---|
| Town of Melrose | Name: Denise Gaffey<br>Phone: (781) 979-4190<br>Email: dgaffey@cityofmelrose.org |

| **Project Description**<br>*Brief Summary of Project* |
|---|
| 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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COMMBUYS
OPERATIONAL SERVICES DIVISION

# 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 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.

| | | | | |
|---|---|---|---|---|
| **Ship-to Address:** | Robin Pezzone<br>1 Ashburton Place-Room 2101<br>Boston, MA 02108<br>US<br>Email: robin.pezzone@state.ma.us<br>Phone: (617)788-3627 | **Bill-to Address:** | Robin Pezzone<br>1 Ashburton Place-Room 2101<br>Boston, MA 02108<br>US<br>Email: robin.pezzone@state.ma.us<br>Phone: (617)788-3627 | **Print Format:** |

**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 MAYO

City Hall, 562 Main Stre
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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Commonwealth of Massachusetts

# DEPARTMENT OF HOUSING & COMMUNITY DEVELOPMENT

Charles D. Baker, Governor ◆ Karyn E. Polito Lt. Governor ◆ Jennifer D. Maddox, Undersecretary

October 17, 2022

The HonorablePaul 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

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**§ 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.

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CITY OF MELROSE

PAUL BRODEUR
*Mayor*

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, 20223

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.

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# 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

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**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

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**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

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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: 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.

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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*

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*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 disorder[3]. 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 toolkits[4]. 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.

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[1] CBD: What You Need to Know (cdc.gov)

[2] Cannabidiol (CBD): What we know and what we don't - Harvard Health

[3] Mental Health - The Health Effects of Cannabis and Cannabinoids - NCBI Bookshelf (nih.gov)

[4] Cannabis Awareness & Prevention Toolkit | Cannabis Awareness and Prevention Toolkit | Stanford Medicine



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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) data[5] 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 p[7]. 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.

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[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



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- 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<br>$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 |

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| | | |
|---|---|---|
| Advertising | $1,500 | Advertising |
| **TOTAL** | **$150,202** | |

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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 75$^{th}$ 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.

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## 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

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**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) |
| | | |
| | | |

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# 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

President of the Board of Aldermen

**APPROVED**

JUN 7 2006

MAYOR

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# CITY OF MELROSE

Melrose, 25 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

Robert A. Boisselle *Chairman*

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# 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

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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.

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# CITY OF MELROSE

MELROSE CITY HALL
562 Main Street
Melrose, Massachusetts 02176

ROBERT J. DOLAN
*Mayor*

Telephone: (781) 979-44
Fax: (781) 662-21


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 | O | CORI | O |
| | Building | O | Health | O |
| | Wts. & Meas. | O | Police | O |
| **Rec'd** | Fire | O | CORI | O |
| | Building | O | Health | O |
| | Wts. & Meas. | O | Police | O |
| | Class II Bond | O | | |

Workers Comp Affidavit O

## CLAIMS

| | | | |
|---|---|---|---|
| Auditor | O | City Solicitor | O |
| Public Works | O | _____ | O |
| _____ | O | _____ | O |

emailed to department heads ●

Ordinances changes:

Mailed to General Code O

Copy to Book O

## APPOINTMENTS

Letter 0 Oath O

№ 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 | ☐ | Recommitted | ☐ |
| | | Null & Void | ☐ |

Ordained Roll Call 10 Yea O Nay

Mary Rita O'Shea
Clerk

| Aldermen | Yea | |
|---|---|---|
| Boisselle | — | |
| Brodeur | ✓ | |
| Buonopane | ✓ | |
| Conn | ✓ | |
| Forbes | ✓ | |
| Heavey | ✓ | |
| Mortimer | ✓ | |
| Seaboyer | ✓ | |
| Tramontozzi | ✓ | |
| Wright | ✓ | |
| Infurna, Pres. | ✓ | |

| | | |
|---|---|---|
| TOTAL | 10 | 0 |

CITY OF MELROSE
TOWN OF MELROSE
EXPLORED 1629
CHARLESTOWN 1629
POND FEILDE 1638
MALDEN NORTH END
1649
INCORPORATED 1850
INCORPORATED 1900

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| FY23 CLASSIFICATION PLAN<br>City of Melrose<br>Grade / Position |
|---|
| **6** |
| *No Positions Assigned* |
| **7** |
| *No Positions Assigned* |
| **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 |

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| FY23 CLASSIFICATION PLAN<br>City of Melrose<br>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** |
| *No Positions Assigned* |
| **23** |
| Chief Financial Officer and City Auditor |
| City Solicitor - Labor Counsel |
| Director of Public Works |

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# 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*

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# CITY OF MELROSE, MASSACHUSETTS

# COMPENSATION AND CLASSIFICATION STUDY
## Non-Union Positions

# FINAL REPORT

**April, 2022**

**HUMAN RESOURCES SERVICES, INC.**
***Management Consultants to Local Government***

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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

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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## 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

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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.

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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.

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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

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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

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# 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.

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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

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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."

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## 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).

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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.

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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

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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

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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.

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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

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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 75$^{th}$ 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.

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## 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

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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

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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 75$^{th}$ 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.).

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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.

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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

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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.

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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.

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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.

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# 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 | 4 | 24.49 | 19.00 | 25.11 | 27.66 |
| | 21.50 | 5 | 31.24 | 35.44 | 31.20 | 35.44 |
| Animal Control Officer - PT | 24.47 | 4 | 21.68 | 14.00 | 21.92 | 24.43 |
| | 26.96 | 7 | 30.55 | 38.84 | 30.00 | 35.86 |
| Assistant Auditor | 36.95 | 6 | 31.90 | 23.91 | 31.05 | 34.82 |
| | 47.49 | 8 | 41.62 | 60.91 | 39.23 | 45.36 |
| Assistant City Clerk | 31.68 | 7 | 29.12 | 17.21 | 28.46 | 33.14 |
| | 40.71 | 10 | 35.88 | 55.88 | 34.29 | 35.33 |
| Assistant City Solicitor | 46.21 | 3 | 38.89 | 17.21 | 45.11 | 49.73 |
| | 59.39 | 4 | 51.61 | 78.53 | 52.34 | 72.78 |
| Assistant Director - DPW Administration and Finance | 52.02 | 5 | 38.72 | 22.60 | 42.66 | 45.10 |
| | 66.84 | 8 | 51.18 | 62.32 | 54.75 | 56.50 |
| Assistant Director of IT | 36.95 | 2 | 41.97 | 38.29 | 41.97 | 43.80 |
| | 47.49 | 2 | 54.80 | 59.06 | 54.80 | 56.93 |
| Assistant Director of Planning and Community Development | 31.03 | 2 | 43.62 | 42.66 | 43.62 | 44.10 |
| | 34.19 | 4 | 55.51 | 58.87 | 55.03 | 56.11 |
| Assistant Library Director/Head of Technical Services | 36.95 | 6 | 33.73 | 20.34 | 34.37 | 40.00 |
| | 47.49 | 7 | 43.25 | 60.91 | 39.93 | 49.73 |
| Assistant Parks Superintendent | not | 2 | 30.33 | 27.05 | 30.33 | 31.96 |
| *(Benchmark)* | on plan | 2 | 40.58 | 45.56 | 40.58 | 43.07 |
| Assistant to the Director of Inspectional Services | 25.93 | 4 | 28.67 | 19.72 | 30.54 | 31.95 |
| | 33.32 | 5 | 34.27 | 45.08 | 36.59 | 38.60 |
| Assistant Treasurer | 36.95 | 9 | 30.82 | 17.21 | 31.30 | 32.08 |
| | 47.49 | 10 | 39.39 | 55.88 | 38.35 | 40.59 |
| Building Systems Supervisor (HVAC Supervisor) - DPW | 34.47 | 5 | 31.37 | 25.84 | 32.67 | 34.58 |
| | 37.98 | 5 | 42.65 | 50.48 | 43.11 | 48.23 |
| Cemetery Administrator | 31.03 | 4 | 29.58 | 24.75 | 29.99 | 33.10 |
| | 34.19 | 5 | 39.24 | 48.02 | 38.05 | 45.02 |
| Chief Assessor | 48.05 | 7 | 41.46 | 27.99 | 41.67 | 45.16 |
| | 61.74 | 10 | 56.78 | 74.16 | 52.14 | 66.12 |
| Chief Financial Officer and City Auditor | 68.93 | 5 | 50.95 | 32.37 | 54.35 | 55.46 |
| | 87.69 | 8 | 66.72 | 78.53 | 67.03 | 74.13 |
| Chief of Police | contract | 5 | 61.52 | 50.53 | 59.78 | 68.88 |
| | 63.58 | 8 | 81.44 | 94.33 | 82.82 | 88.33 |
| City Clerk | 39.52 | 3 | 39.92 | 37.28 | 37.88 | 41.24 |
| | 50.78 | 8 | 49.17 | 66.39 | 47.65 | 50.97 |
| City Engineer | 45.76 | 6 | 43.81 | 30.31 | 45.21 | 48.03 |
| | 58.80 | 9 | 55.47 | 68.29 | 55.00 | 64.37 |

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| POSITION TITLE | Melrose Current | Comp Data Points | Comp Average | Comp Lo-Hi Range | Comp Median | 75th Percent of Market |
|---|---|---|---|---|---|---|
| City Planner | 40.21 | 3 | 36.17 | 33.15 | 34.44 | 37.68 |
| | 44.30 | 4 | 49.01 | 60.91 | 46.91 | 52.95 |
| City Solicitor - Labor Counsel | 65.03 | 4 | 55.14 | 29.33 | 57.62 | 63.84 |
| | 82.73 | 5 | 71.24 | 90.19 | 73.48 | 86.39 |
| Clerk of Committees | 30.80 | 1 | 35.64 | 35.64 | 35.64 | 35.64 |
| | 39.58 | 2 | 47.87 | 49.80 | 47.87 | 48.83 |
| Council on Aging Coordinator | 19.51 | 3 | 23.90 | 23.15 | 24.04 | 24.28 |
| | 21.50 | 4 | 25.78 | 29.94 | 25.95 | 28.01 |
| Council on Aging Director | 48.05 | 8 | 35.88 | 22.78 | 34.85 | 39.85 |
| | 61.74 | 8 | 45.75 | 60.91 | 42.58 | 53.70 |
| Communication and Community Outreach Coordinator | 31.63 | 3 | 30.70 | 21.29 | 32.93 | 35.41 |
| | 40.71 | 6 | 39.77 | 48.02 | 41.46 | 46.14 |
| Deputy City Engineer | 39.52 | 3 | 42.03 | 37.26 | 37.53 | 44.42 |
| | 50.78 | 4 | 56.95 | 69.69 | 54.11 | 59.33 |
| Director of Inspectional Services/Building Commissioner | 39.52 | 7 | 45.12 | 41.00 | 44.59 | 46.08 |
| | 50.78 | 9 | 56.68 | 78.53 | 53.04 | 65.32 |
| Director of Community Development and Planning | 48.05 | 7 | 45.75 | 29.33 | 47.26 | 49.15 |
| | 61.74 | 10 | 58.72 | 86.39 | 54.77 | 64.92 |
| Chief Information Officer (city and schools) / IT Director | 57.87 | 5 | 48.79 | 44.59 | 49.05 | 49.76 |
| | 73.63 | 8 | 64.71 | 85.11 | 65.15 | 67.36 |
| Director of Public Works | 68.93 | 7 | 54.25 | 30.31 | 54.58 | 61.54 |
| | 87.69 | 10 | 70.60 | 86.39 | 72.10 | 79.20 |
| Director of Strategic Initiatives and Communications (Mayor's Office) | 48.05 | 3 | 46.34 | 41.00 | 45.64 | 49.00 |
| | 61.74 | 3 | 64.71 | 82.03 | 59.06 | 70.54 |
| Energy Efficiency Manager | 28.47 | 2 | 32.10 | 29.42 | 32.10 | 33.44 |
| *Benchmark* | 31.37 | 3 | 41.99 | 45.01 | 41.71 | 43.36 |
| Executive Assistant to City Solicitor | 28.26 | 2 | 31.15 | 30.14 | 31.15 | 31.65 |
| | 36.31 | 2 | 41.39 | 41.61 | 41.39 | 41.50 |
| Executive Director - Melrose Contributory Retirement | 44.40 | 2 | 40.71 | 32.37 | 40.71 | 44.88 |
| | 48.91 | 3 | 57.97 | 70.88 | 57.30 | 64.09 |
| Executive Director Melrose Memorial Hall | 33.88 | 3 | 32.94 | 31.31 | 32.92 | 33.75 |
| | 43.54 | 3 | 44.11 | 50.48 | 44.27 | 47.38 |
| Executive Office Manager - Police | 26.12 | 2 | 30.93 | 30.48 | 30.93 | 31.15 |
| | 28.79 | 8 | 36.10 | 41.29 | 36.76 | 38.72 |
| Event Operations Assistant - Memorial Hall | 19.51 | 1 | 20.65 | 20.65 | 20.65 | 20.65 |
| | 21.50 | 1 | 28.98 | 28.98 | 28.98 | 28.98 |

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| 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 | 4 | 51.19 | 44.59 | 50.20 | 55.88 |
| | 58.80 | 7 | 63.46 | 86.39 | 59.92 | 68.50 |
| Finance Manager (Auditing) | 28.26 | 2 | 31.08 | 30.32 | 31.08 | 31.46 |
| | 36.31 | 3 | 40.28 | 46.51 | 39.80 | 43.15 |
| Finance Administrator - Fire Dept./Public Safety | 25.67 | 3 | 28.31 | 27.30 | 28.74 | 28.81 |
| | 32.99 | 3 | 36.27 | 37.93 | 35.44 | 36.68 |
| Financial Systems Analyst/Project Manager (Auditor/IT Depts.) | 39.52 | 4 | 43.88 | 31.37 | 46.54 | 50.58 |
| | 50.78 | 4 | 57.46 | 68.47 | 57.85 | 62.49 |
| Fire Chief | contract | 5 | 59.39 | 50.53 | 59.78 | 64.96 |
| | 66.27 | 8 | 73.94 | 86.39 | 73.87 | 77.58 |
| Health Director (Melrose is regional) | 61.35 | 6 | 36.18 | 23.91 | 36.84 | 39.97 |
| | 78.05 | 7 | 47.13 | 59.06 | 46.16 | 53.78 |
| Human Resources Assistant | 28.47 | 1 | 26.44 | 26.44 | 26.44 | 26.44 |
| | 31.37 | 2 | 35.63 | 36.27 | 35.63 | 35.95 |
| Human Resources Director | 48.05 | 7 | 41.82 | 26.71 | 41.67 | 46.82 |
| | 61.74 | 10 | 54.86 | 70.88 | 52.30 | 63.17 |
| Human Resources Benefits Coordinator | 36.95 | 7 | 29.58 | 17.21 | 29.31 | 32.69 |
| | 47.49 | 10 | 37.29 | 50.48 | 37.16 | 39.37 |
| Library Director | 36.59 | 7 | 43.20 | 25.35 | 44.59 | 48.06 |
| | 47.02 | 10 | 54.50 | 78.53 | 51.81 | 61.83 |
| Local Building Inspector (Certified) | 40.21 | 4 | 33.38 | 31.31 | 33.81 | 34.15 |
| | 44.30 | 7 | 40.21 | 50.48 | 40.39 | 42.71 |
| Milano Center Manager (COA) | 31.03 | 1 | 41.25 | 41.25 | 41.25 | 41.25 |
| | 34.19 | 1 | 54.84 | 54.84 | 54.84 | 54.84 |
| Operations Manager - DPW | 39.52 | 4 | 42.75 | 39.02 | 43.08 | 44.09 |
| | 50.78 | 6 | 51.68 | 58.09 | 51.66 | 56.60 |
| Program Coordinator - MA in MotionZBA Clerk | 28.47 | 1 | 25.38 | 25.38 | 25.38 | 25.38 |
| | 31.37 | 1 | 34.09 | 34.09 | 34.09 | 34.09 |
| Planning Coordinator & ZBA Clerk | 24.47 | 3 | 23.12 | 18.65 | 22.25 | 25.36 |
| | 26.96 | 3 | 29.85 | 34.15 | 30.25 | 32.20 |
| Plumbing and Gas Inspector | 28.47 | 5 | 28.83 | 19.95 | 28.46 | 32.93 |
| | 31.37 | 7 | 37.37 | 48.02 | 36.23 | 43.49 |
| Public Health Specialist | 34.47 | 2 | 35.90 | 33.61 | 35.90 | 37.05 |
| | 37.98 | 2 | 47.88 | 52.27 | 47.88 | 50.07 |
| Program Coordinator - Tobacco/Alcohol | 26.12 | 1 | 34.25 | 34.25 | 34.25 | 34.25 |
| | 28.78 | 1 | 46.91 | 46.91 | 46.91 | 46.91 |
| Project Engineer | 28.26 | 4 | 34.67 | 31.68 | 35.35 | 36.27 |
| | 36.31 | 6 | 43.86 | 53.61 | 43.05 | 46.60 |
| Recreation Coordinator | 26.12 | 7 | 25.39 | 17.21 | 24.52 | 28.84 |
| | 28.78 | 8 | 31.81 | 48.02 | 28.60 | 33.94 |

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| POSITION TITLE | Melrose Current | Comp Data Points | Comp Average | Comp Lo-Hi Range | Comp Median | 75th Percent of Market |
|---|---|---|---|---|---|---|
| Recreation Director | 45.76 | 7 | 38.00 | 26.71 | 37.77 | 41.29 |
| | 58.80 | 9 | 48.96 | 70.88 | 44.90 | 53.07 |
| Sealer of Weights and Measures | 31.92 | 2 | 31.85 | 30.77 | 31.85 | 32.39 |
| | 35.17 | 3 | 42.74 | 48.02 | 40.39 | 44.20 |
| Senior Planner | 40.21 | 5 | 33.29 | 28.01 | 34.43 | 34.78 |
| | 44.30 | 7 | 43.64 | 51.27 | 45.01 | 50.19 |
| Superintendent of Mount Hood - *Limited Data* | | | | | | |
| | 45.76 | 2 | 34.74 | 25.66 | 34.74 | 39.27 |
| | 58.80 | 2 | 47.56 | 60.47 | 47.56 | 54.01 |
| Superintendent of Parks | not on plan | 4 | 35.20 | 26.71 | 36.21 | 39.53 |
| | 29.12 | 5 | 41.90 | 49.77 | 39.80 | 45.02 |
| Sustainability Manager | 28.26 | 2 | 36.09 | 34.64 | 36.09 | 36.81 |
| | 36.31 | 2 | 51.34 | 55.88 | 51.34 | 53.61 |
| Systems Analyst IT (city/schools) - networks/databases | 30.80 | 3 | 40.97 | 34.43 | 42.66 | 44.24 |
| | 39.58 | 5 | 50.99 | 55.19 | 51.27 | 55.00 |
| Treasurer/Collector | 48.05 | 7 | 43.83 | 23.91 | 45.27 | 48.84 |
| | 61.74 | 9 | 58.05 | 78.53 | 56.17 | 66.39 |
| Veteran's Administrative Assistant/PT | 19.51 | 1 | 31.74 | 31.74 | 31.74 | 31.74 |
| | 21.50 | 2 | 36.34 | 42.56 | 36.34 | 39.45 |
| Veterans Services Director (Regional Position) | 39.81 | 6 | 28.35 | 19.95 | 28.23 | 31.23 |
| | 43.87 | 7 | 37.02 | 47.14 | 36.23 | 42.93 |
| Water-Sewer Administrator (Billing) | 30.80 | 3 | 24.94 | 21.29 | 23.75 | 26.77 |
| | 39.58 | 5 | 35.04 | 40.39 | 36.59 | 39.37 |
| Wiring Inspector | 31.92 | 6 | 30.87 | 19.95 | 30.70 | 34.32 |
| | 35.17 | 8 | 40.27 | 48.02 | 41.93 | 46.41 |

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| POSITION TITLE | Melrose Current | Comp Data Points | Comp Average | Comp Lo-Hi Range | Comp Median | 75th Percent of Market |
|---|---|---|---|---|---|---|
| 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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# SALARY ASSESSOR®
Individual Job Report

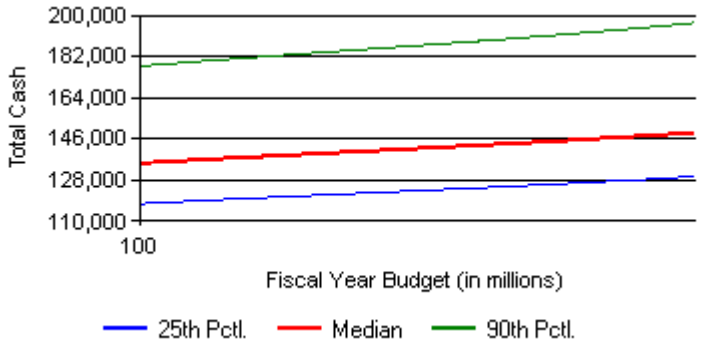
## Police Chief

### 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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# SALARY ASSESSOR®
Individual Job Report

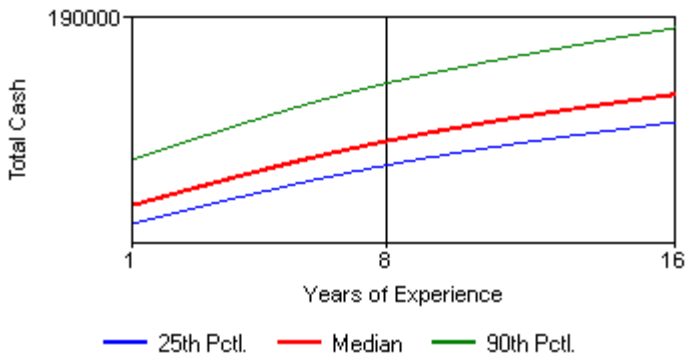
## Fire Chief

### 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.

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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/Stipends | 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 M |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | | | | | | | | | | | | | |
| 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 Feb 21, 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/Stipends | 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 M |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 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/Stipends | 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 M |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 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 has 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 salart progression than the currrent 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?

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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 |

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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.

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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.

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**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 would'nt 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 is'nt 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 Feb 21, 2023 7:45 PM (Reading of the Minutes)

**Ghobrial, Andrew**

**From:** Alison Sarnoski <[redacted]com>
**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.****

Minutes Acceptance: Minutes of Feb 21, 2023 7:45 PM (Reading of the Minutes)

Minutes Acceptance: Minutes of Feb 21, 2023 7:45 PM (Reading of the Minutes)

# 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

Minutes Acceptance: Minutes of Feb 21, 2023 7:45 PM (Reading of the Minutes)

# 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

Minutes Acceptance: Minutes of Feb 21, 2023 7:45 PM (Reading of the Minutes)

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.

Minutes Acceptance: Minutes of Feb 21, 2023 7:45 PM (Reading of the Minutes)

# Study Timeline

City Council voted to authorize appropriation to hire HRS

HRS reviewed and analyzed all positions

HRS submitted draft Comp and Class Plan

HRS trained Workforce Development Committee to administer plan

Appeals process was completed and plan finalized

Minutes Acceptance: Minutes of Feb 21, 2023 7:45 PM (Reading of the Minutes)

| 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** |

Minutes Acceptance: Minutes of Feb 21, 2023 7:45 PM (Reading of the Minutes)

| 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.** |

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| OUR SYSTEM TODAY | PROPOSED SYSTEM |
| --- | --- |
| Pay decisions are made in a vacuum. | **Provides fair and equitable approach to pa decisions and reduces subjectivity.** |
| Non-compliant with MEPA (various tiers based on hire dates, lack of consistency). | **Ensures internal equity and compliance wi MEPA.** |
| Formal FLSA review has not been conducted to ensure FLSA compliance. | **FLSA status evaluation ensure properly classifying positions as Exempt/ Non-exempt.** |

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| 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 an 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.** |

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# Risks v. Rewards

There are **RISKS** if the plan is <u>not</u> 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 ☺

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# 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.

Minutes Acceptance: Minutes of Feb 21, 2023 7:45 PM (Reading of the Minutes)

# 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

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# 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

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# Questions?

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

Minutes Acceptance: Minutes of Feb 21, 2023 7:45 PM (Reading of the Minutes)

**MEMORANDUM**

To: Melrose City Council
From: Mayor Paul Brodeur
Re: White Ribbon Day Proclamation
Date: February 14, 2023

---

I respectfully request the Honorable City Council join me in recognizing Wednesday, March 1, 2023, as White Ribbon Day in Melrose, by issuing the attached "Proclamation of March 1, 2023, as White Ribbon Day".

According to data from a United Nations report, one in three women worldwide experiences physical or sexual violence, and since 2020, all types of violence against women and girls, particularly domestic violence, have intensified.

The City of Melrose is proud to continue to support the Melrose Alliance Against Violence—an organization committed to raising awareness, supporting our survivors, and promoting safety, gender equity, and non-violence in our community—through this proclamation and White Ribbon Day flag-raising event on Wednesday, March 1, 2023, in front of City Hall's Essex Street entrance. I invite you all to join me for this meaningful event.

Given the timeliness of the resolution, I respectfully request the City Council give immediate consideration to this request. Thank you for your consideration and support.

PAUL BRODEUR
*Mayor*

**CITY OF MELROSE**
MELROSE CITY HALL
562 Main Street
Melrose, Massachusetts 02176

Telephone: (781) 979-4440
Fax: (781) 662-2182

# *Proclamation of March 1, 2023 as White Ribbon Day*

***WHEREAS,*** Our community, the City of Melrose, is deeply concerned about the public health and public safety issues of violence against women and all gender-based violence, including sexual assault, rape, domestic violence, stalking, and sexual harassment;

***WHEREAS,*** The many cultures represented in our community are all affected, including heterosexual, gay, bisexual, and transgender individuals, communities of color, immigrants, the youth, the aged, the infirmed, and the differently-abled;

***WHEREAS,*** The White Ribbon Day Campaign believes that the majority of men wish to make a positive contribution towards ending this violence and that by reimagining manhood we can break down the rigid gender roles and power dynamics that contribute to and foster gender-based violence;

***WHEREAS,*** The City of Melrose, along with other municipalities across the Commonwealth, is committed to taking tangible steps to raise awareness, support survivors, hold offenders accountable, and promote safety, equity, and non-violence in our community;

***WHEREAS,*** The City of Melrose recognizes the important work of the Men4MAAV Initiative of the Melrose Alliance Against Violence, Melrose Police Department, Melrose Public Schools, and other partnering agencies;

***WHEREAS,*** The City of Melrose recognizes the important work of the Men4MAAV Initiative of the Melrose Alliance Against Violence, Melrose Police Department, Melrose Public Schools, and other partnering agencies;

***WHEREAS,*** The White Ribbon Day Pledge states: “I pledge never to commit, excuse or stay silent about men’s violence against women. From this day forward, I promise to be part of the solution in ending all gender-based violence.”

***THEREFORE,*** *I, Paul Brodeur, Mayor of the City of Melrose, Massachusetts, do hereby declare the first day of March 2023 to be White Ribbon Day in the City of Melrose, and that a brief ceremony and White Ribbon Day Event flag-raising will be held on March 1 at 1 p.m. in front of City Hall.*

Dated this 1st Day of March 2023.

_____ _____

*Paul Brodeur* *Date*
*Mayor*

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| | |
|---|---|
| *Jen Grigoraitis*<br>*City Council President, Ward 6* | *Date* |
| *Jack Eccles*<br>*Councilor-at-Large* | *Date* |
| *Maya Jamaleddine*<br>*Councilor-at-Large* | *Date* |
| *Leila B. Migliorelli*<br>*Councilor-at-Large* | *Date* |
| *Manjula Karamcheti*<br>*Councilor, Ward 1* | *Date* |
| *John Obremski*<br>*Councilor, Ward 2* | *Date* |
| *Robb Stewart*<br>*Councilor, Ward 3* | *Date* |
| *Mark D. Garipay*<br>*Councilor, Ward 4* | *Date* |
| *Shawn MacMaster*<br>*Councilor, Ward 5* | *Date* |
| *Christopher Cinella*<br>*Councilor-at-Large* | *Date* |
| *Ryan Williams*<br>*Councilor, Ward 7* | *Date* |

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DEPARTMENT OF PUBLIC WORKS
*Administration & Engineering–Water–Sewer–Facilities*
*Park & Forestry–Highway–Sanitation–Cemetery–Fleet*

# CITY OF MELROSE

**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
Joe Hobbs, Operations Manager
Martha Grover, Sustainability Manager

**Date:** February 3, 2023

**Re:** Mass DEP GAP III Grant for Municipal Water and/or Wastewater Facilities

The City of Melrose has applied for and received a GAP Energy Grant from the Massachusetts Department of Environmental Protection. GAP Energy Grants provide opportunities for energy cost savings through energy efficiency upgrades, installation of clean energy, and energy storage systems and have primarily focused on the water/wastewater sector. Our application was to retrofit the pumps at our two largest sewer pump stations (Upham Street and Fellsway) with variable frequency drives (VFDs). Our pump stations are currently equipped with soft start motors which operate only in 'on' or 'off' modes. Thus, when a pump is triggered to turn on, it runs at full capacity. The new VFDs will allow the pumps to operate over a range of flow rates, allowing us to optimize their efficiency. The grant award is $19,833 of a total project cost of $32,850. The DPW proposes to fund the remainder with Sewer Enterprise Funds through our operating budget. The grant will cover the final design and installation of the VFDs.

**We formally request acceptance of this grant award of $19,833 from the Mass DEP Clean Energy Results Program for our Water/Wastewater pump stations.** Funds will be deposited into the relevant account as directed by the CFO/Auditor's Office. There is no cost or encumbrance required to enter into this agreement and additional project costs have already been identified to be funded from normal Operating Budgets in our Enterprise Accounts.

Minutes Acceptance: Minutes of Feb 21, 2023 7:45 PM (Reading of the Minutes)

Commonwealth of Massachusetts
Executive Office of Energy & Environmental Affairs

Department of Environmental Protection
100 Cambridge Street 9th Floor Boston, MA 02114 • 617-292-5500

Charles D. Baker
Governor

Karyn E. Polito
Lieutenant Governor

Bethany A. Card
Secretary

Martin Suuberg
Commissioner

January 3, 2023

Dear Martha Grover,

Congratulations! I am pleased to notify you that the Melrose water utility has been awarded a Gap III Grant for Municipal Drinking Water and/or Wastewater Facilities in the amount of $19,833 through MassDEP's Clean Energy Results Program (CERP) with the support of the Department of Energy Resources (DOER). Your grant award may be further adjusted based on the availability of utility incentives. I want to thank you for your commitment to installing energy efficiency and/or renewable energy measures at your facility that will reduce energy use, costs, and emissions of greenhouse gases to the benefit of all our communities and the environment.

The CERP Team will be following up with you on the grant contracting phase. If you have any questions before then, please feel free to contact either Danah Tench (danah.tench@mass.gov or 617-733-3998) or Michael DiBara (michael.dibara@state.ma.us or 508-767-2885). Again, congratulations on your leadership and on making this investment that will help the Commonwealth meet its greenhouse gas emissions reduction goals!

Governor Charles D. Baker

Lt. Governor Karyn E. Polito

Emailed to:
mgrover@cityofmelrose.org

This information is available in alternate format. Please contact Melixza Esenyie at 617-626-1282.
TTY# MassRelay Service 1-800-439-2370
MassDEP Website: www.mass.gov/dep

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

CITY OF MELROSE

**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:** February 13, 2023

**To:** City of Melrose City Council

**From:** Elena Proakis Ellis, Director of Public Works

**cc:** Paul Brodeur, Mayor
Patrick Dello Russo, CFO/Auditor
Kerriann Golden, Assistant City Auditor
Jim Troup, Asst. DPW Director – Admin. & Finance

**Subject:** Request to Appropriate 2021 Rideshare Funds

Each year, the City of Melrose receives a disbursement from the Department of Public Utilities associated with the services provided by rideshare companies. The payment is based on 10 cents per ride initiated in Melrose. We are hereby requesting an appropriation of funds in the amount of $10,274.50 to be used on projects that address infrastructure impacted by rideshare services. The amount of $10,274.50 represents the municipal portion of 10 cents per ride for 102,745 rides that originated in Melrose in 2021.

These funds are required to be used "to address the impact of transportation network services on municipal roads, bridges or other transportation infrastructure or any other public purpose substantially related to the operation of transportation network services in the city or town…." As in recent years, the 2021 funds are proposed to be used for pedestrian improvements, including accessible curb ramps and associated signage and line painting. The Traffic Commission approves new crosswalks but does not have a funding source for their implementation. The Commission recently approved a request for a crosswalk at Grove Street and Walnut Street. The petitioner noted that there is an MBTA bus stop for the 131 bus in this immediate vicinity, as well as a nearby bus stop for the Charter School where she frequently sees students trying to cross Grove Street. This crosswalk will add to pedestrian safety in this neighborhood.

There is no City match component to this funding source. We would be happy to answer any questions about this requested appropriation of funds.

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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: Affordable Housing Trust Appointment
Date: January 31, 2023

---

I respectfully request the Honorable City Council confirm the appointment of Helena Widtfeldt, 44 Briggs Street, to the Melrose Affordable Housing Trust for a one-year term, said term to expire on the last day of January 2024. Ms. Widtfelt's term fills the unexpired term of resigned Affordable Housing Trust member Carolyn Federoff.

For over a decade, Ms. Widtfelt has worked for affordable housing industry organizations such as Quaddel, a national leader in providing program management, consulting, and training solutions to the affordable housing industry. I'm confident that her collected experience, in addition to her knowledge of planning and development via her master's degree in community development and planning, will drive forward the City of Melrose's mission to promote greater diversity and racial equity in the community and for the benefit of low- to moderate-income households in accordance with the provisions of MGL c. 44, § 55C.

Thank you for your consideration.

Minutes Acceptance: Minutes of Feb 21, 2023 7:45 PM (Reading of the Minutes)

## Contact

www.linkedin.com/in/hwidtfeldt
(LinkedIn)

## Top Skills

Program Management
Customer Service
Project Management

## Certifications

TaCCs
C3P Tax Credit

# Helena Widtfeldt

Senior Manager at Quadel
Greater Boston

## Summary

Program experience and expertise in LIHTC, Housing Choice Voucher, Public Housing, RAD, Neighborhood Stabilization, and Capital Fund Recovery. Supports program and compliance management through designing, implementing and managing new workflow processes. Developed Quality Control and Quality Assurance processes including file reviews and training. She has assisted with developing and updating Standard Operating Procedures, Annual Plans, Administrative Plans and ACOPs.

## Experience

### Quadel
7 years 6 months

Senior Manager
July 2021 - Present (1 year 7 months)

Manager
October 2018 - July 2021 (2 years 10 months)

Senior Associate
August 2015 - October 2018 (3 years 3 months)

### Human Services Research Institute
Project Manager
January 2011 - August 2015 (4 years 8 months)

### Center for Social Innovation
Project Assistant
October 2009 - December 2010 (1 year 3 months)

### Quadel Consulting Corporation
2 years 1 month

Associate
February 2007 - July 2008 (1 year 6 months)

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Program Analyst
July 2006 - February 2007 (8 months)

## Education

### Clark University

MA, Community Development & Planning · (2008 - 2010)

### Providence College

BA, Public & Community Service and Political Science · (2002 - 2006)

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CITY OF MELROSE

PAUL BRODEUR
*Mayor*

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 Cathryn Mercier, 466 Pleasant Street, to the City of Melrose Library Board of Trustees for a three-year term, said term to expire the last day of February 2026.

My recommendation to reappoint Ms. Mercier, a staunch advocate for our public library who has supported the building, its services, and patrons through a pandemic and now a phase of transition and renovation, comes with the support of Melrose Public Library Director Linda Gardener. I look forward to Ms. Mercier's and our other Library Board of Trustees' continued fulfillment of the trustee's mission and their collaborative dedication to the library.

Thank you for your consideration.

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# Cathryn M. Mercier

466 Pleasant Street
Melrose MA 02176

[redacted]

January 31 2023

Mayor Paul Brodeur
Melrose City Hall
Second Floor
562 Main Street
Melrose, MA 02176

Dear Mayor Brodeur,

I write to express my interest in continuing to serve on the Melrose Public Library Board of Trustees. My current appointment expires on the last day of February 2023.

Not only do I find this work on behalf of the city and its people to be valuable in supporting the library's extensive public services to our community, but also I consider it my duty to support the library as a fundamental place for beginning, enhancing, and continuing the development the engaged citizenry essential to democracy.

I have been honored to serve on the library's last strategic planning efforts and to have been part of the collaborative efforts to bring to our city a new library, a gorgeous building that preserves the historic – as the best of Melrose does – even as it anticipates the future needs of our city.

It been my pleasure to serve Melrose in this way and I would welcome reappointment to this position.

My best,

Cathryn M. Mercier

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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: Melrose Human Rights Commission
Date: February 14, 2023

---

I respectfully request the Honorable City Council confirm the reappointment of Joseph Phillips, 1 Hillside Ave, to the Melrose Human Rights Commission (HRC) for a three-year term set to expire on the last day of February 2026.

Mr. Phillips has a proven track record of dedicated commitment to the Melrose community, as evident in his passionate participation and service to the HRC and the Diversity, Equity, and Inclusion Advisory Task Force, in addition to community groups. Mr. Phillips, along with my office, co-organized and hosted the City's October 8, 2022, Melrose Dance for Community event, which brought together residents of all ages, abilities, genders, ethnicities, and backgrounds, building a stronger sense of community. I look forward to his continued efforts to ensure the City of Melrose and our community work together to grow into "One community, open to all."

Thank you for your consideration and support for Mr. Phillips' reappointment to the Historical Commission.

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**From:** Joseph M. Phillips
**To:** Martin, Lily
**Subject:** Re: Urgent: Expiring Terms
**Date:** Wednesday, February 8, 2023 6:42:08 PM

---

Hello Lily,

Can you please accept this email as a formal request to remain a member of the Melrose Human Rights Commission. It would be my pleasure to continue working on behalf of the community of Melrose.

Thank you,

Best -

JMP

Joseph M. Phillips, MBA

Scopus meus excelsior est
[My goal is ever higher]

Sent from my iPhone

> On Feb 8, 2023, at 5:23 PM, Martin, Lily <lmartin@cityofmelrose.org> wrote:
>
> Good evening, Fatma and Joe,
>
> Following up to see if you can pass along your brief letters of interest so we can reappoint you to the Melrose Human Rights Commission,
>
> Please send along the letters as soon as possible. The next deadline to get appointments down to the City Council is next Tuesday at 11 a.m.
>
> Sincerely,
> Lily
>
> **Lily Martin**
> she/her/hers
> Communications & Community Outreach Coordinator
> Office of Mayor Brodeur
> Melrose City Hall
> 562 Main Street
> Melrose, MA, 02176
> 781-979-4148
> <image001.jpg>

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# Joseph M. Phillips

Melrose, MA 02176 - linkedin.com/in/josephmphillips – [redacted]

**Financial Planning Advisor**

Comprehensive Financial Planning. Consultative Sales Leadership Management. Coaching and Business Development.

## CORE COMPETENCIES

- Provide individual holistic financial planning, ESG/SRI strategies, legacy planning, wealth preservation, tax efficiency and asset distribution consistent with client goals and objectives
- New client acquisition, value-based messaging and strategic planning
- Strong client discovery engagement and presentation skills
- Construct intricate investment portfolios, stock selection, and portfolio management based on Analysis and Modern Portfolio Theory
- Conduct ongoing monitoring of implemented plans and constant client reviews
- Relationship Management - Thoughtful team leadership, excellent interpersonal communication skills, and ability to expand existing relationships
- Promote change management practices to corporate and organizational leaders to embrace and facilitate work environmental change
- Provided end to end equity execution management technology solutions to major equity trading desks, emerging and minority broker dealers
- Analyze marketing opportunities, identify target markets, and conduct intelligence gathering on competitors
- Managed all aspects of client relationships with some of the largest pension funds, money managers hedge funds and broker dealers in the country
- Spearheaded the Diversity and Emerging Broker and Asset management initiative program for State pension funds and large asset managers

## PROFESSIONAL EXPERIENCE

Vice President, Financial Advisor — 2014-Present
Santander Investment Services – Boston, MA
Securities and Financial Advisory Services offered through Santander Investment Services.

Assistant Vice President, Financial Advisor — 2013-2014
RBS Citizens – Boston, MA
Securities and Financial Advisory Services offered through RBS Citizens

Owner of Phillips Consulting — 2010-2013
Phillips Consulting – Greater Boston, MA
Corporate Business and Individual Planning

Director of Business Development — 2008-2010
Finacorp Securities – Boston, MA
Fixed Income Selling Group and Execution Management Systems

Vice President, Head of Business Development — 2004-2008
Firefly Capital Execution Technology Systems – Boston, MA

Financial Consultant, CGA, GPM — 1998-2002
Smith Barney/Citi Group – Boston, MA

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**LICENSES AND CERTIFICATIONS**

FINRA Licenses: Series 7, 65, 63
MA Life and Variable Life

## EDUCATION

Northeastern University - Boston, MA - BS, Leadership Management – Graduated Summa Cum Laude
Western New England University – Springfield, MA – MBA

## Volunteer Experience

Pathways of Lynn – President of the Board of Directors 2017-Present

Adult education, job training and ESOL. Helping adults prepare to be successful in the workplace by integrating basic, technical and work-readiness skill building.

Melrose Alliance Against Violence – Walk Committee Member 2012-2016

Organize annual Vigil and walk to remember victims of domestic violence.

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# ELIZABETH A. REIDY

[redacted]

## EXPERIENCE

**Counsel, Robins Kaplan LLP** **May 2021 to the Present**

Represent national and global primary and excess insurers in first-party and third-party liability and property disputes with their insureds and third-party claimants, including in litigation, mediation and appraisal proceedings.

- Obtained dismissals on behalf of first-party property insurers in business interruption matters arising from the COVID-19 pandemic.
- Negotiated a successful resolution on behalf of a Lloyd's Syndicate of a claim arising out of two water losses and addressed novel questions as to the applicability of M.G.L. ch. 175, s. 99 to surplus lines insurers.
- Successfully represented insurer against homeowner's claim for coverage for a fire loss, resulting in favorable resolution after filing a motion to dismiss.
- Obtained successful award for insurer in Massachusetts Reference proceeding arising out of a water loss under a builder's risk policy.

**Partner, Nystrom, Beckman & Paris, LLP** **September 2012 to April 2021**

Extensive civil litigation experience in a wide range of cases, including insurance coverage, complex contract disputes, fiduciary duty claims and other business torts, financial fraud and employment matters.

- Reviewed, analyzed and advised clients with respect to first- and third-party insurance claims under D&O, E&O, fidelity bond and general liability policies.
- Represented over one hundred dairy farmers in antitrust action alleging violations of the Sherman Act in federal court against national dairy cooperative and marketing agency.
- Obtained favorable result in five-day jury trial in breach of fiduciary duty and breach of contract action on behalf of member of limited liability company.
- Granted summary judgment on behalf of trustee in declaratory judgment action, thereby obtaining insurance coverage for tort committed by trustee acting within the scope of his duties.
- Drafted appellate briefs for the Massachusetts Appeals Court in insurance coverage matter against company's excess insurer after underlying settlement, which concerned a matter of first impression.
- Successfully resolved dispute on behalf of medical device company in professional malpractice action against accounting firm, arising from firm's negligent audits.
- Resolved dispute for company and majority shareholder during mediation in matter alleging breaches of fiduciary duty against both the majority and minority shareholders.
- Obtained savings of approximately $4 million on behalf of property management company in dispute with state housing authority.
- Recovered significant unpaid sales commissions on behalf of sales representative on the eve of trial.

**Senior Associate, Reed Smith, LLP, Washington, D.C.** **September 2006 to September 2012**

Litigation associate with significant expertise in insurance coverage matters and experience with the retention and management of expert witnesses, the taking and defending of fact and expert depositions, arguing motions and jury instructions, drafting of pre- and post-trial motions, managing all aspects of discovery and client management.

- Represented lenders in coverage disputes with mortgage insurers, arising out of the lenders' alleged fraud, misrepresentation and negligence.

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ELIZABETH A. REIDY
[redacted]

- Lead associate during eight-week jury trial in Florida representing hotel owner against primary insurer arising out of hurricane damage resulting in a $28 million verdict.
- Part of a trial team in six-week bench trial in Louisiana and obtained award supporting a claim adjustment of over $60 million against multiple first-party property insurers.
- Pro Bono Matters
    - Successfully represented individual in a family law matter, from initial case investigation through trial.
    - Successfully represented inmate against prison facility and other defendants.

## AWARDS

- Named a "Rising Star" by Massachusetts Super Lawyers in 2015 and 2016.
- Received Wiley E. Branton award from the Washington Lawyers' Committee for Civil Rights and Urban Affairs for pro bono matter.

## EDUCATION

**American University, Washington College of Law, Washington, D.C., Juris Doctor, May 2006**

- *Magna cum laude*, Order of the Coif, Cumulative GPA: 3.72
- *Journal of Gender, Social Policy & the Law*, Publications Editor, 2005-2006
    - *Gonzalez v. United States Air Force: Should Courts Consider Rape to be Incident to Military Service?*, 13 Am. U.J. Gender Soc. Pol'y & L. 635 (2005)

**Wake Forest University, Winston-Salem, N.C., Bachelor of Arts in English, Minor in Political Science, May 2003**

- Dean's List, Spring 2000-Spring 2003
- Member of *Sigma Tau Delta* (English Honor Society)

## BAR ADMISSIONS

- Massachusetts, District of Columbia and Maryland (inactive)
- Federal District Courts for the Districts of Massachusetts, Maryland and District of Columbia

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# Application Form

## Profile

Elizabeth
First Name

A
Middle Initial

Reidy
Last Name

[redacted]
Email Address

[redacted]
Home Address

[redacted]
Suite or Apt

[redacted]
City

[redacted]
State

[redacted]
Postal Code

### What district do you live in?

☑ District 3

[redacted]
Primary Phone

[redacted]
Alternate Phone

Robins Kaplan LLP
Employer

Counsel
Job Title

### Which Boards would you like to apply for?

Commission on Women: Submitted

## Interests & Experiences

Please tell us about yourself and why you want to serve.

### Why are you interested in serving on a board or commission?

I am very interested in joining the Melrose Commission on Women because I believe in: - The importance of advocating for and on behalf of women and girls in the community to obtain equality in all matters, including pay, health care, and education; - The need to ensure women are given the support they need at work and home, after giving birth or adopting (i.e., parental leave, child sick leave, breastfeeding policies); - The mental health crises facing working mothers who are overburdened at work and with primary caregiving responsibilities at home; - The mental health crises facing women postpartum due to the lack of medical care and support from the community; - Teaching young members of the community the importance of the role of women in society and demonstrating that we are equal members who deserve and equal voice; - Educating the community on the difficulties surrounding childcare for working parents and working mothers in particular, particular as we emerge from the Covid 19 pandemic where there are still significant childcare gaps. As an attorney in Boston (and previously Washington DC), in an industry and at companies that are male dominated, I've seen the importance of advocacy and having a voice. I believe that the status quo will not change unless women step up to advocate for themselves. I would love the opportunity to use my training and experience as an attorney to advocate for younger generations in Melrose to help younger women get one step closer to equality in all facets of life.

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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

Minutes Acceptance: Minutes of Feb 21, 2023 7:45 PM (Reading of the Minutes)

**MEMORANDUM**

To: Melrose City Council
From: Mayor Paul Brodeur
Re: Melrose Commission on Women
Date: February 14, 2023

---

I respectfully request the Honorable City Council confirm the appointment of Elizabeth Reidy, 346 West Emerson Street, to the Commission on Women for a three-year term set to expire on the last day of February 2026. Ms. Reidy's appointment replaces that of Emily Minton, whose term will expire on the last day of February 2023, and who is not seeking reappointment.

Ms. Reidy has expressed deep concern and interest in the welfare of women and girls in Melrose. As an attorney with practice advocating for others, she is eager to translate her experience, skills, and passion for equality into tangible efforts to improve the quality of life for women and girls here in Melrose. I believe Ms. Reidy will be an adamant supporter of the Commission on Women's mission to represent the interests of women and girls in the community and promote and facilitate equality in all areas of life and more.

Thank you for your consideration and support for Ms. Reidy's appointment to the Melrose Commission on Women.

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: Melrose Conservation Commission
Date: February 14, 2023

---

I respectfully request the Honorable City Council confirm the appointment of Sydney Hy, 118 Waverly Avenue, to the Conservation Commission as an associate member for a one-year term set to expire on the last day of February 2024.

Ms. Hy's education and research in public health and environmental justice have provided her with a special interest in conservation, both generally and within our community. I am eager for Ms. Hy, who has been awarded an EPA Watershed Academy Training Certificate, to join the Conservation Commission in support of the City's efforts to protect, promote and enhance the quality of the natural resources within the City, especially wetlands and water resources and more.

Thank you for your consideration and support for Ms. Hy's appointment to the Conservation Commission as an associate member.

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# Sydney Hy

118 Waverly Avenue, Melrose, MA • [redacted] • [redacted]

January 20, 2023

Dear Melrose Conservation Commission,

I am writing to express my interest in joining as a member of the commission. I was born and raised in Melrose, and it is with great pride that I seek the opportunity to serve the community through efforts to conserve and protect the local environment.

I recently earned my master's in biology at Umass Lowell, where I spent the last year working on a research project in Kwapich Lab. Throughout my academic career, public health has been a major focus for me in my coursework and experience working in hospitals and ambulances. I have found environmental justice to be an extension of health systems through my combined experience in field work and healthcare. My research focused a rare urban ant species that I found here in Melrose, which highlighted the significance of conservation as I explored the impacts of human activity on biodiversity. This work emphasized the inherent value of nature outside of a human-centered lens and motivated me to become active in environmental justice. I have also had additional volunteer experience with the Melrose Youth Orchestra, Melrose Symphony Orchestra, and other organizations throughout the years, which has instilled community values in me. It would be an honor for me to join the Melrose Conservation Commission to protect natural resources in Melrose.

I have attached along with this letter of interest my resume and EPA Watershed Academy Training Certificate. I can be contacted by the email or phone number listed above to further discuss the position or my qualifications for the role. Thank you for taking the time to review my statement and resume, and I look forward to hearing back.

Sincerely,
Sydney Hy

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# Sydney Hy, MSc

[redacted] Melrose, MA


## EDUCATION

**University of Massachusetts Lowell** — **December 2022**
*Master of Science, Biology* — *Lowell, MA*
- GPA 3.75

**University of Massachusetts Lowell** — **May 2021**
*Bachelor of Science, Biology* — *Lowell, MA*
- *Cum Laude*, Dean's List

## PROFESSIONAL EXPERIENCE

**Master's Project, Kwapich Lab** — **May – December 2022**
*Research Student* — *Lowell, MA*
- Discovered the rare non-native ant parasite *Tetramorium atratulum* in Melrose, MA

**University of Massachusetts Lowell** — **November 2022**
*Senior Seminar Guest speaker* — *Lowell, MA*

**Animal Behavior Live Annual Online Conference** — **November 2022**
*Speaker* — *Remote*
- Presented a 15-minute scientific talk; *Workerless queens and queenless workers: The behavior of the social parasite Tetramorium atratulum with Tetramorium immigrans in its introduced range*

## VOLUNTEER EXPERIENCE

**Project Citizenship** — **May 2022**
*Application Assistance*

**Red Cross** — **2018-2019**
*Blood Drive Ambassador*

**Melrose Symphony Orchestra** — **September 2016 – May 2017**
*Volunteer Second Violinist, Volunteer Greeter* — **2013-2015**

**Melrose Youth Orchestra** — **2012 - 2017**
*Volunteer Mentor*

## WORK EXPERIENCE

**PDF Inc.** — **August 2021 – June 2022**
*Machine Operator* — *Haverhill, MA*
- Operated lathe machines in a CNC machine shop
- Navigated CNC programming and troubleshoot technical issues
- Inspected final products and utilized equipment for quality assurance

**Newton Wellesley Hospital** — **October 2020 – April 2021**
*Nursing Support Associate* — *Newton, MA*
- Provided patient care and 1:1 patient safety observation on med-surg, pediatric, orthopedic, and ICU floors
- Monitored up to 10 patients through continuous virtual observation for patient safety
- Aided patients with daily tasks and maintained a clean environment

**Cataldo Ambulance Service Inc.** — **July – October 2019**
*Emergency Medical Technician Basic* — *Malden, MA*
- Responded to, assessed, stabilized, and documented medical emergencies
- Maintained basic life support of pediatric, adult, and geriatric patients
- Delivered quality patient care in medical emergencies and interfacility transfers

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# The Watershed Academy
# Web-Based Training Program

www.epa.gov/watershedacademy

# Watershed Academy Training Certificate

is awarded to

## Sydney Hy

for successful completion of fifteen Web-based training modules on the fundamentals of watershed management.

Tom Wall

Tom Wall, Director
Watershed Restoration, Assessment & Protection Division

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: Melrose Historical Commission
Date: February 7, 2023

---

I respectfully request the Honorable City Council confirm the reappointment of Joseph Hunt, 132 Mount Vernon Avenue, to the Melrose Historical Commission for a three-year term set to expire on the last day of February 2026.

Thank you for your consideration and support for Mr. Hunt's reappointment to the Historical Commission.

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23 January 2023

Hon. Paul Brodeur
Mayor Melrose
City Hall
562 Main Street Melrose,
MA 02176

Mayor Brodeur:

My name is Joseph Hunt and I have been a member of the Melrose Historical Commission for 10 years. As my present commission is about to expire (February this year), I request that you consider a renewal of my commission for another three years.

As a longtime resident of Melrose (since 1947) I've provided the Commission with a lived and mature perspective of an historic period of Melrose development. I have observed both beneficial historical preservation efforts (e.g., the current Library expansion project) as well as some regrettable ones (e.g., the destruction of the Ensign Thomas Lynde house once at Pine Banks Park). However, these lived experiences coupled with my practical engineering background makes me envision a bright Melrose future. A future enhanced by inclusionary and balanced historical preservation efforts that safeguard what is historically valuable without turning our city into a sterile time capsule.

With my Commission renewed, I'm excited and looking forward to continuing my contributions to this Commission's important work as a valuable advisory resource.

Sincerely,

C. Joseph Hunt

C. Joseph Hunt
132 Mount Vernon Avenue
Melrose, Massachusetts
781 665 6458

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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: Melrose Historical Commission
Date: February 7, 2023

---

I respectfully request the Honorable City Council confirm the reappointment of George Bibilos, 264 Grove Street, to the Melrose Historical Commission for a three-year term set to expire on the last day of February 2026.

Thank you for your consideration and support for Mr. Bibilos' reappointment to the Historical Commission.

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# George J. Bibilos

Experienced and Innovative Human Resources and Government Leader
264 Grove Street, Melrose, MA 02176
Email: [redacted]

## Summary:

Over 30 years of government and human resources experience, with the Commonwealth of Massachusetts currently serving as the Human Resources Director for the Division of Capital Asset Management & Maintenance.

A leader in the Grand Lodge of Masons in Massachusetts (est. 30,000 members), having served as Deputy Grand Master in 2011 and served on the Grand Lodge Board of Directors from 2010 to the 2016. Also have chaired and served on numerous Grand Lodge Committees including Membership Development, Education, and Budget.

In addition, a leader in the Greek Orthodox Community at Annunciation in Woburn serving on the Board of Directors (BOD) most recently since 2013. Served as President 2017-18 & 2020-21. Served as Chairperson for the church's 100th Anniversary in 2017.

## Experience:

**Human Resources Director, Division of Capital Asset Management & Maintenance at Comm. of Massachusetts** October 2017-present
Manage a team of seven that handles all human resources matters including, $40 million dollar payroll, labor relations for a workforce that is 95% unionized with multiple unions, recruitment, talent management, leave and benefits and learning and development (including implementing a new LMS system) functions for DCAMM.

**Director of Classification & Compensation and Civil Service at Comm. of Massachusetts, Human Resources Division** 2010-2017
Manage the Executive Branch of the Commonwealth of Massachusetts classification and compensation plans, oversee Executive Branch hiring policies and procedures, develop and administer public safety civil service exams, the performance recognition program for Executive Branch employees, and the performance management program for managers.

**Director of Classification & Compensation, Human Resources Division at Comm. of Massachusetts,** 2003-10
Manage the Executive Branch of the Commonwealth of Massachusetts classification and compensation plans, oversee Executive Branch hiring policies and procedures and a number of programs including the statewide performance recognition program.

**Deputy Director of the Workforce Management Group at Comm. of Massachusetts, Human Resources Division,** 1999-2003
Manage the Executive Branch of the Commonwealth of Massachusetts classification and compensation plans, oversee Executive Branch hiring policies and procedures, as well as administer physical abilities exams for entry level police officers and firefighters.

**Director of Human Resources at Comm. of Massachusetts, Executive Office of Public Safety,** 1998
Managed all the human resources and payroll transactions for the Executive Office of Public Safety working closely with the Undersecretaries, Chief of Staff and Chief Financial Officer. Additionally, provided oversight for all human resources activities in the public safety agencies.

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**Senior Classification & Compensation Analyst, Human Resources Division,** 1996-1998

**Human Resources Generalist/Recruiter**, **Massachusetts Department of Public Works** 1991-1996
(now the Massachusetts Department of Transportation – MassDOT)

## Education:

**Northeastern University,** Bachelor's degree, *cum laude*, Political Science, 1985–1990
**Tufts University**, Fletcher School of Diplomacy, Strategic Leadership and Transformative Action Program, 2021
**Franklin Covey,** Leadership for the Public Sector, 2006
**Bentley University,** Human Resources Certificate Program, 1997
**Melrose High School,** Diploma, 1982–1985

## Honors and Awards:

**Comm. of Massachusetts Citation for Outstanding Performance**, (multiple years)
**Comm. of Massachusetts Manual Carballo Governor's Award for Excellence in Public Service** Awarded to the Civil Service Unit Police Exam Rescheduling Team, for rescheduling the police exam for 12,000+ police applicants in two months (and all of the logistics to pull it off) after the Boston Marathon Attacks of April 2013.
**Grand Lodge of Masons in Massachusetts, Henry Price Medal for Distinguished Service** 2011
**Greek Orthodox Metropolis of Boston Ministry Award Recipient**, for dedicated service to one's parish, 2021

## Volunteering:

Member, Board of Directors, Congregational Retirement Homes
General Secretary (Past President) Annunciation Woburn Greek Orthodox Church Parish Council
Secretary, Golden Rule Lodge of Masons
Member, Friends of the Public Garden
Member, Northeastern University Loyalty Society
Sponsor, Hellenic College
Member, Melrose Historical Commission
Member, Friends of the Melrose Public Library
Member, Massachusetts Facilities Management Association (MAFMA)

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264 GROVE STREET
MELROSE, MA

January 23, 2023

The Honorable Paul Brodeur
Mayor of Melrose
Melrose City Hall – 2nd Floor
562 Main Street
Melrose, MA 02176

Dear Mayor Brodeur,

I am writing to you to let you know that I have enjoyed my brief time on the Melrose Historical Commission. It is a wonderful group of people that I serve with. Preliminary plans are underway to commemorate the 50th anniversary of the Commission later this year.

My term is coming to a close (it was a 1-year remainder to a term) and I would like to be considered for re-appointed for a full term to the Melrose Historical Commission. Having lived in the city over 50 years I find the work we do very interesting.

I hope you look positively upon this request and will forward my name to the City Council for their approval. Thank you for your consideration.

Very truly yours,

George J. Bibilos

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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: Melrose Zoning Board of Appeals
Date: February 7, 2023

---

I respectfully request the Honorable City Council confirm the reappointment of Benjamin Rosenberg, 76 Ardsmoor Road, as a Full Member of the Zoning Board of Appeals (ZBA) for a five-year term set to expire on the last day of February 2028. Mr. Rosenberg's appointment satisfies the Engineering role on the board.

With nearly 20 years of structural engineering experience, Rosenberg has shown a commitment to being a sensible leader in his field. He has a proven track record of managing teams on large-scale projects for esteemed universities, museums, and other notable structures, all the while cultivating positive relations with both employees and the public — often serving as a mediator during difficult conversations. Since his initial appointment, Mr. Rosenberg's practical leadership and strong qualifications have added immense value to the Melrose ZBA.

Thank you for your consideration and support for Mr. Rosenberg's reappointment to the ZBA.

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Benjamin Rosenberg, PE, LEED AP
76 Ardsmoor Road
Melrose, MA 02176
[redacted]

6/27/2022

To Whom It May Concern:

I write to express my interest in serving as a Full Member on the City of Melrose Zoning Board of Appeals. As a licensed and practicing structural engineer, a teacher, and a Melrose resident, I look forward to bringing my professional experience to bear in support of the ZBA's mission. I would also consider the position of Associate Member should the Full Member position be otherwise filled.

During my seventeen years at Silman, I have worked as both the lead technical designer and the project manager on a wide variety of project types and sizes, ranging from single- and multi-family residential to commercial to institutional work. Leading teams of up to six people internally and being the primary coordinator with the architect and broader project teams, I enjoy the creativity and communication necessary throughout the design and construction process. On projects ranging from the ongoing repairs at Harvard Stadium to the MIT Met Warehouse development for the School of Architecture + Planning to commercial fit-outs in Cambridge and Malden, I have supported each stage of the project's structural, architectural, and owner-driven requirements. As a Principal and Sector Manager, I am engaged on aspects of firm-wide management that require the ability to ask critical questions in our initiatives and decision-making process and then to message to a broad swath of employees. This sometimes involves difficult conversations and I have worked hard to cultivate the ability to bridge disparate views in search of resolution. Our firm's founder, Bob Silman, imbued our firm with a deep sense of the importance of serving society through our contributions to the built environment. Serving on the ZBA will allow me to engage with the City of Melrose in support of this mission.

As a lecturer in the Architecture Department at the Rhode Island School of Design (RISD) for the past five semesters, I have been able to engage architecture students in the field of structures by building on my own experience, including through the use of numerous case studies. Developing the curriculum allows me to present structural material as integral to the broader design industry, as indeed structures must be considered with architecture, zoning, code, and other disciplines in order to properly support a project.

My family and I have developed a wonderful sense of belonging since moving to Melrose last July, and I look forward to engaging with the City to deepen our community roots. I am happy to provide additional information as needed.

Sincerely,

Benjamin Rosenberg, PE, LEED AP

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# Benjamin Rosenberg, PE, LEED AP

76 Ardsmoor Road, Melrose, MA 02176
[redacted]

*Structural engineer with 17 years of experience designing and leading projects of various types and sizes. Experienced in managing staff and clients, business development and marketing, and representing the firm in the industry. Leader in office- and firm-wide staffing, financial, and technical processes. Seeking a position as a Full Member of the Melrose ZBA.*

## PROFESSIONAL EXPERIENCE

**SILMAN** **Boston, MA**
Principal and Sector Manager *June 2006–Present*

- Design and manage new construction and renovation projects, including single- and multi-family residential, higher education, historic preservation, commercial, and government work.
- Coordinate with clients throughout the design and construction process.
- Oversee technical and financial performance of Buildings staff in the Northeast.
- Support Boston office and firm-wide staffing, recruiting, mentoring, and technical development.
- Lead liaison between finance/accounting department and technical engineering staff, responsible for development and implementation of firm-wide financial project management processes.
- **Selected projects: The Restoration of the Robert Gould Shaw and 54th Regiment Memorial, Boston, MA:** Comprehensive restoration and seismic retrofit of existing Memorial. **King Boston Memorial, Boston, MA:** Foundation and landscape structural design. **Granoff Center, Brown University, Providence, RI:** Four-story performing and creative arts building. **National Museum of African American History and Culture, Washington DC:** 665,000 square foot Smithsonian Museum, including structural design and exhibit support. **200 Exchange Street, Malden, MA:** Renovation and tenant fit out of existing four-story office building converting to life science use. **2Life Communities PACE Center, Lynn, MA:** New 150-unit residence and living community for adults 62+. **Various Private Residences, Northeast:** Single-family residences including standalone structures and townhouses, including homes in Boston, Cambridge, Barnstable, Milton, Kennebunk (ME), Amagansett (NY), Water Mill (NY), etc.

**RHODE ISLAND SCHOOL OF DESIGN (RISD)** **Providence, RI**
Lecturer *February 2020–Present*

- Teach one Structures course per semester in the Architecture Department, including curriculum development: Steel Structures in the fall and Concrete Structures in the spring.
- Work closely with 90-100 students to provide academic support and ensure comprehension of structural material in support of students' pursuit of degrees in architecture.
- Co-lead structural workshops throughout the semester to practice and demonstrate class material in hands-on experiments, including a concrete casting project each spring.

## EDUCATION

**PRINCETON UNIVERSITY** **Princeton, NJ**
Bachelor of Science in Engineering, Civil and Environmental Engineering, Structures Focus *May 2005*

## PROFESSIONAL REGISTRATION

- Professional Engineer: MA, RI, NY, RI, WA, NE
- LEED Accredited Professional

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**From:** Martin, Lily
**To:** Benjamin Rosenberg
**Subject:** RE: Reappointment to Zoning Board of Appeals
**Date:** Monday, February 6, 2023 10:22:00 AM

Good morning, Ben,

Thank you so much for confirming.

Best regards,
Lily

**Lily Martin**
she/her/hers
Communications & Community Outreach Coordinator
Office of Mayor Brodeur
Melrose City Hall
562 Main Street
Melrose, MA, 02176
781-979-4148

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**From:** Benjamin Rosenberg <benjaminrosenberg@gmail.com>
**Sent:** Friday, February 3, 2023 8:56 AM
**To:** Martin, Lily <lmartin@cityofmelrose.org>
**Subject:** Re: Reappointment to Zoning Board of Appeals

Hi Lily,

Yes, I would like to be reappointed. Thanks.

--Ben

On Thu, Feb 2, 2023 at 11:15 AM Martin, Lily <lmartin@cityofmelrose.org> wrote:

> Good morning, Ben,
>
> I hope you are doing well! I am reaching out to confirm that you'd like to be reappointed to the Melrose Zoning Board of Appeals, as your term is expiring on

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the last day of February. If so, can you send me a reply stating that you would like to be reappointed, so I can share that with the City Council?

Thank you,
Lily

**Lily Martin**
she/her/hers
Communications & Community Outreach Coordinator
Office of Mayor Brodeur
Melrose City Hall
562 Main Street
Melrose, MA, 02176
781-979-4148

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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.****

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CITY OF MELROSE

OFFICE OF PLANNING AND
COMMUNITY DEVELOPMENT

DENISE M. GAFFEY
*Director & City Planner*

City Hall, 562 Main Street
Melrose, Massachusetts 02176
Telephone - (781) 979-4190
Fax - (781) 979-4290

# MEMORANDUM

**TO:** Melrose City Council

**FROM:** Martha Grover, Sustainability Manager

**RE:** Hoover and Horace Mann Solar PPA/Lease Authorization

**DATE:** February 13, 2023

---

Attached for your review are the Solar Power Purchase and Lease agreements with Solect Energy Development to install a 67.3 kW AC and 50 kW AC system on the Hoover and Horace Mann Elementary School roofs respectively. We seek authorization from the City Council for Mayor Brodeur to execute these agreements.

The city has worked with Solect for over a year to develop these projects and take advantage of the new roofs scheduled to be installed this summer, favorable federal tax credits, Block 10 utility SMART incentives, and fantastic solar access at these two schools. Action 28 in the Melrose Net Zero Action seeks to "Maximize the installation of clean energy sources on municipal property" and these projects are in line with and support the city's effort to lead by example.

I look forward to answering your questions at a future meeting but don't hesitate to reach out in advance at mgrover@cityofmelrose.org or 781.979.4195 as well.

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# Solect Solar Update
# City of Melrose

## Hoover Elementary School
## &
## Horace Mann Elementary School

solectenergy
Power Your Tomorrow

February 1, 2023

Minutes Acceptance: Minutes of Feb 21, 2023 7:45 PM (Reading of the Minutes)

# Hoover Elementary School
# &
# Horace Mann Elementary School

## Electricity Analysis and Solar Designs



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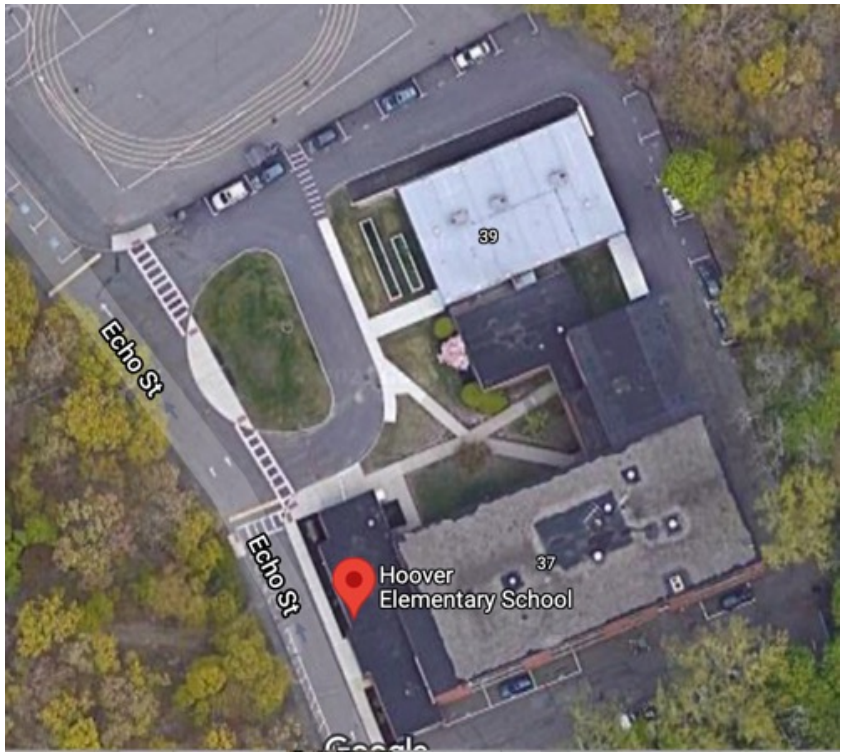
# Hoover Elementary School

## 37 Glendower Road, Melrose MA 02176



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# Hoover Elementary School

## Electricity Analysis

November 2022

National Grid's Nov 2022 Delivery Rate kWh Charges

Anticipated 3rd Party Supply Rate kWh (current contract expires on 12/10/23)

**Total Addressable Electricity Rate**

| Facility | Hoover Elementary School | | | | | |
|---|---|---|---|---|---|---|
| Utility | National Grid | | | | | |
| Address | 37 Glendower Rd Melrose MA 02176 | | | | | |
| Account Number | 39494-58005 | | | | | |
| Rate Class | G-1 (B1) | | | | | |
| Meter Number | 25198853 | | | | | |
| Month | Nov-22 | | | | | |
| kWhr | 8,480 | | | | | |
| Variable Cost ($) | 977.77 | | | | | |
| Delivery ($/kWh) | $ 0.11530 | | | | | |
| Supply ($/kWh) | $ 0.13000 | | | | | |
| **Avoided Rate** | **$ 0.24530** | | | | | **0.24530** |
| TTD Rate | $ 0.11530 | | | | | |
| Est. Annual Escalation | 2.00% | | | | | |

| Monthly Usage | POI Meter | | | | | Total |
|---|---|---|---|---|---|---|
| January | 16,560 | | | | | 16,560 |
| February | 17,840 | | | | | 17,840 |
| March | 16,000 | | | | | 16,000 |
| April | 14,400 | | | | | 14,400 |
| May | 8,000 | | | | | 8,000 |
| June | 8,400 | | | | | 8,400 |
| July | 6,240 | | | | | 6,240 |
| August | 3,200 | | | | | 3,200 |
| September | 12,560 | | | | | 12,560 |
| October | 8,800 | | | | | 8,800 |
| November | 8,480 | | | | | 8,480 |
| December | 13,920 | | | | | 13,920 |
| **12 Month Total** | **134,400** | - | - | - | - | **134,400** |
| **Average** | **11,200** | - | - | - | - | |

Annual Electricity Consumption

**Total Annual Spend (not including fixed charges)** $ 32,969

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# Hoover Elementary School

## Rooftop Design

System Size 91.2 KW DC / 67.3 KW AC

Estimated Year 1 Production: 105,744.4 kWh

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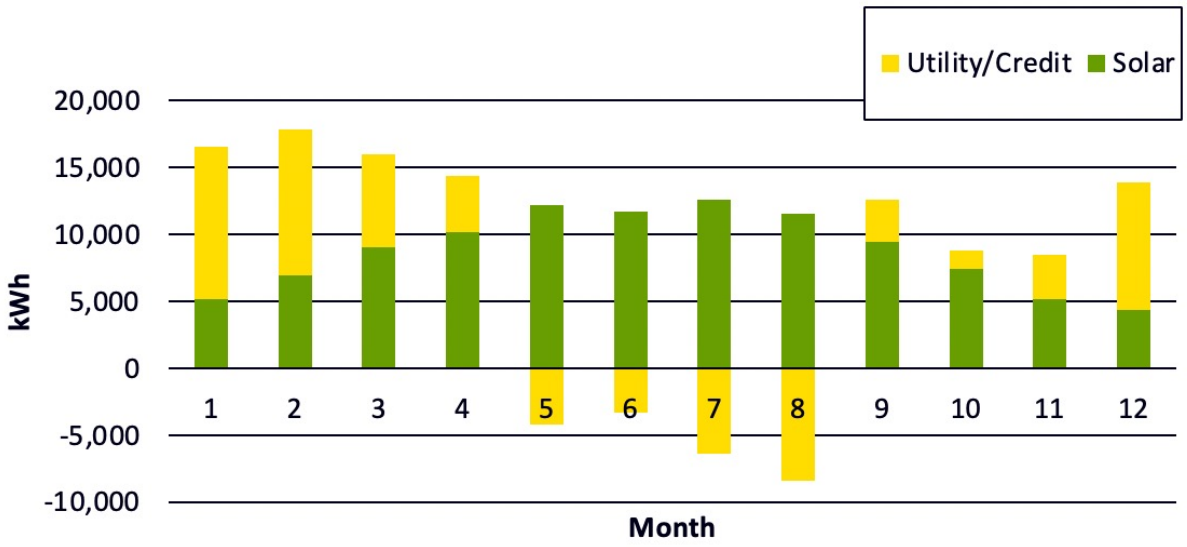
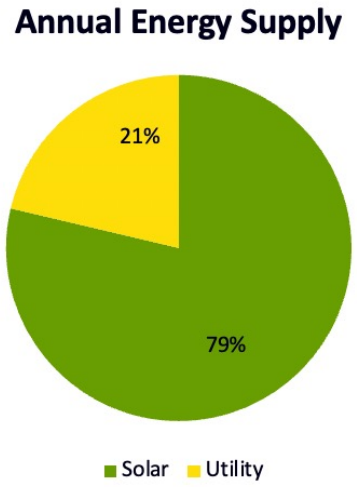
# Hoover Elementary School

## Electricity Consumption vs Production

**105,744 kWh in Year 1**




Based on 12 mo. Usage of 134,400 kWh as per utility bills.

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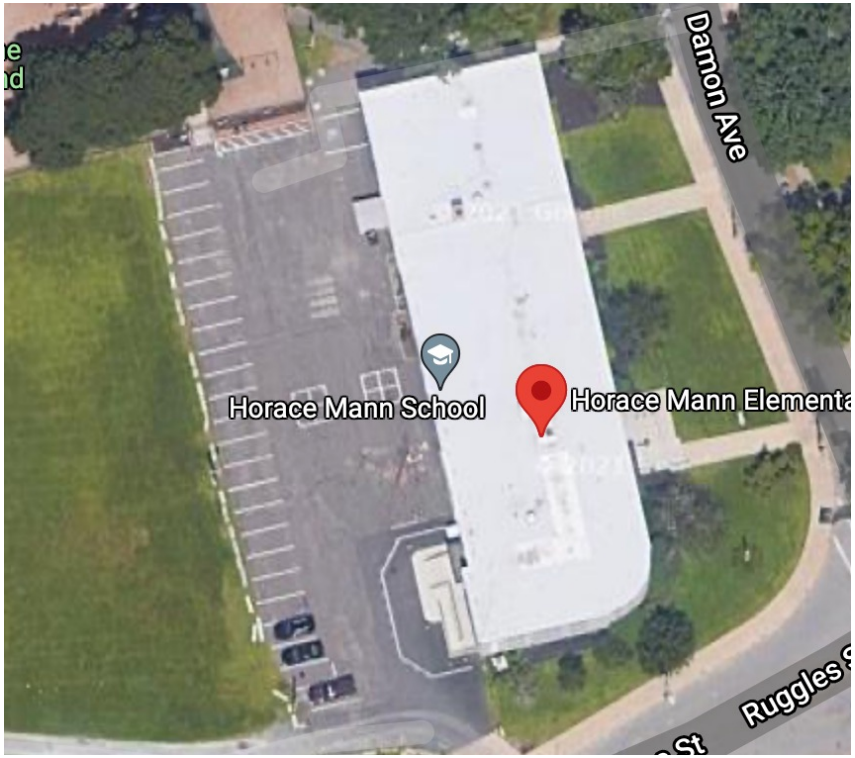
# Horace Mann Elementary School

## 40 Damon Ave, Melrose MA 02176

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# Horace Mann Elementary School

## Electricity Analysis

3 Year Average (2018 - 2020)

National Grid's Feb 2022 Delivery Rate kWh Charges

Anticipated 3rd Party Supply Rate kWh (current contract expires on 12/10/23)

**Total Addressable Electricity Rate**

| Facility | Horace Mann Elementary School | | | | | |
|---|---|---|---|---|---|---|
| Utility | National Grid | | | | | |
| Address | 40 Damon Ave, Melrose MA 02176 | | | | | |
| Account Number | 64798-33000 | | | | | |
| Rate Class | G-1 (B1) | | | | | |
| Meter Number | 98742524 | | | | | |
| Month | Feb-22 | | | | | |
| kWhr | 19,120 | | | | | |
| Variable Cost ($) | $ 2,159 | | | | | |
| Delivery ($/kWh) | $ 0.11293 | | | | | |
| Supply ($/kWh) | $ 0.13000 | | | | | |
| **Avoided Rate** | **$ 0.24293** | | | | | **0.24293** |
| TTD Rate | $ 0.11293 | | | | | |
| [illegible] Inflation | 2.00% | | | | | |

| Monthly Usage | POI Meter | | | | | Total |
|---|---|---|---|---|---|---|
| January | 10,280 | | | | | 10,280 |
| February | 10,600 | | | | | 10,600 |
| March | 6,280 | | | | | 6,280 |
| April | 9,040 | | | | | 9,040 |
| May | 9,320 | | | | | 9,320 |
| June | 9,080 | | | | | 9,080 |
| July | 2,800 | | | | | 2,800 |
| August | 3,320 | | | | | 3,320 |
| September | 920 | | | | | 920 |
| October | 12,200 | | | | | 12,200 |
| November | 5,680 | | | | | 5,680 |
| December | 9,400 | | | | | 9,400 |
| **12 Month Total** | **88,920** | - | - | - | - | **88,920** |
| **Average** | **7,410** | - | - | - | - | |

Annual Electricity Consumption

**Total Annual Spend (not including fixed charges)** $ 21,601

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# Horace Mann Elementary School

## Rooftop Design

System Size 67.68 KW DC / 50 KW AC

Estimated Year 1 Production: 78,450.6 kWh

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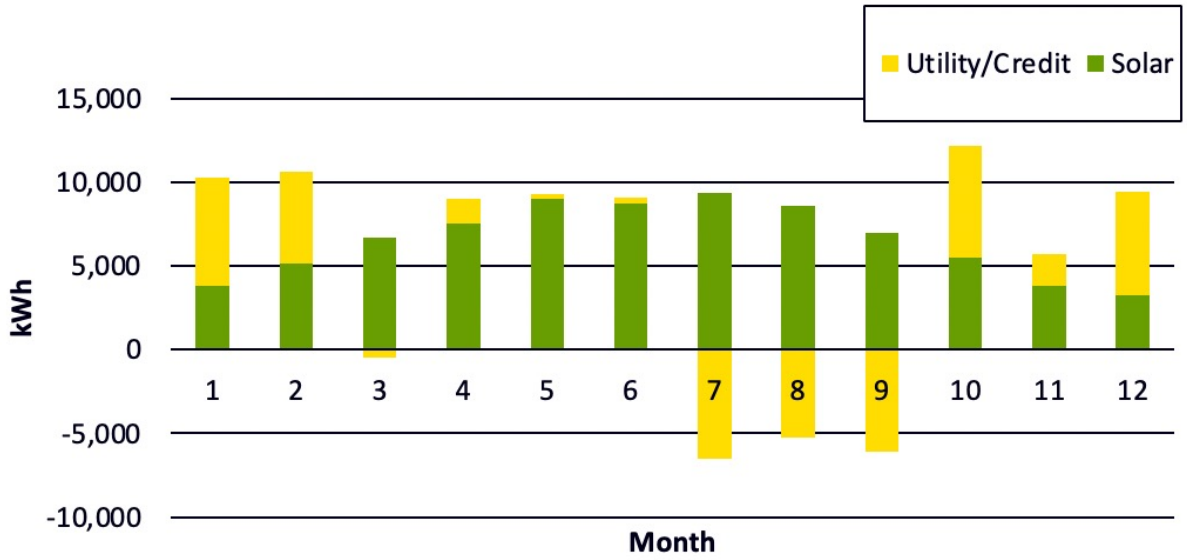
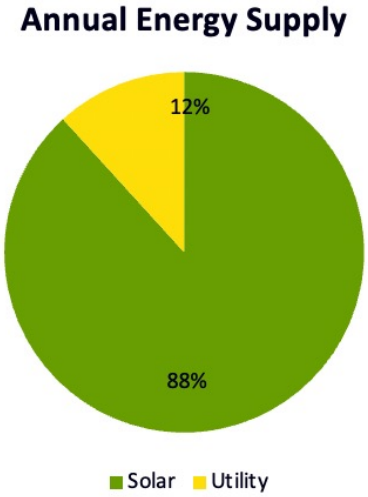
# Horace Mann Elementary School

## Electricity Consumption vs Production

**78,451 kWh in Year 1**




Based on 12 mo. Usage of 88,920 kWh as per utility bills.

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# Power Purchase Agreement

# Solar Incentives & PPA Rates

## Cost Saving for Melrose Public Schools



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# Preliminary System Sizes & PPA Rates

## Summary Slide

| Solar System | System Size (KW DC / KW AC) | System Production Year 1 (kWh) | Avoided Electricity Rate ($/kWh) | MA SMART Block 10 PPA Rate ($/kWh) | MA SMART Block 11 PPA Rate ($/kWh) |
|---|---|---|---|---|---|
| Hoover Elementary School Rooftop System | 92.1 KW DC / 67.3 KW AC | 105,744 | $0.24530 | $0.159 | $0.162 |
| Horace Mann Elementary School Rooftop System | 67.68 KW DC / 50 KW AC | 78,450 | $0.24293 | $0.182 | $0.186 |

Notes:

- Assumes Transformer Upgrade for Horace Mann Elementary School and no additional Utility Upgrades
- Assumes Prevailing Wage Rates for Public Entity
- Bonding not included as system is 3rd party owned
- Based on a 30% Federal Investment Tax Credit
- Annual Electricity Escalation Rate of 2%
- MA SMART PSoQ Block 10 awarded 11/28/2022
- Melrose Public School's Constellation NewEnergy Supply Rate expires 12/10/2023
- Anticipated Avoided Electricity Rates based on a $0.130 / kWH 3rd Party Supply Rates going forward.

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# Hoover Elementary School

## System Size: 92.1 KW DC / 67.3 KW AC

## PPA Summary Slide

| HooverElementary School Rooftop Solar System PPA Rates (Addressable Electricity Rate) | | |
|---|---|---|
| SMART Block Award | 10 | 11 |
| MA Incentive Award | $0.05819 | $0.05483 |
| PPA Rate | $0.159 / kWh | $0.162 / kWh |
| Est. Year 1 Savings | $6,262 | $5,945 |
| Est. 20 Year Savings | $211,133 | $205,110 |

Notes:

- Assumes Transformer Upgrade for Horace Mann Elementary School and no additional Utility Upgrades
- Assumes Prevailing Wage Rates for Public Entity
- Bonding not included as system is 3rd party owned
- Based on a 30% Federal Investment Tax Credit
- Annual Electricity Escalation Rate of 2%
- MA SMART PSoQ Award Block 10 BTM awarded 11/28/2022
- Melrose Public School's Constellation NewEnergy Supply Rate expires 12/10/2023
- Anticipated Avoided Electricity Rates based on a $0.130 / kWH 3rd Party Supply Rates going forward.

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# Hoover Elementary School

## System Size: 92.1 KW DC / 67.3 KW AC

### PPA Block 10 SMART Award Detailed Slide

| Year | Solar Production (kWh) | Grid-Delivered Electricity Cost ($/kWh) | Electric Savings | Solar PPA Rate ($/kWh) | PPA Payment | Net Savings |
|---|---|---|---|---|---|---|
| 1 | 105,744 | $0.2453 | $23,076 | $0.1590 | $16,813 | **$6,262** |
| 2 | 105,163 | $0.2502 | $23,408 | $0.1590 | $16,721 | **$6,687** |
| 3 | 104,584 | $0.2552 | $23,744 | $0.1590 | $16,629 | **$7,115** |
| 4 | 104,009 | $0.2603 | $24,086 | $0.1590 | $16,537 | **$7,549** |
| 5 | 103,437 | $0.2655 | $24,433 | $0.1590 | $16,447 | **$7,986** |
| 6 | 102,868 | $0.2708 | $24,784 | $0.1590 | $16,356 | **$8,428** |
| 7 | 102,302 | $0.2763 | $25,141 | $0.1590 | $16,266 | **$8,875** |
| 8 | 101,740 | $0.2818 | $25,503 | $0.1590 | $16,177 | **$9,326** |
| 9 | 101,180 | $0.2874 | $25,870 | $0.1590 | $16,088 | **$9,782** |
| 10 | 100,624 | $0.2932 | $26,242 | $0.1590 | $15,999 | **$10,243** |
| 11 | 100,070 | $0.2990 | $26,620 | $0.1590 | $15,911 | **$10,708** |
| 12 | 99,520 | $0.3050 | $27,003 | $0.1590 | $15,824 | **$11,179** |
| 13 | 98,973 | $0.3111 | $27,391 | $0.1590 | $15,737 | **$11,655** |
| 14 | 98,428 | $0.3173 | $27,785 | $0.1590 | $15,650 | **$12,135** |
| 15 | 97,887 | $0.3237 | $28,185 | $0.1590 | $15,564 | **$12,621** |
| 16 | 97,348 | $0.3301 | $28,591 | $0.1590 | $15,478 | **$13,112** |
| 17 | 96,813 | $0.3367 | $29,002 | $0.1590 | $15,393 | **$13,609** |
| 18 | 96,281 | $0.3435 | $29,420 | $0.1590 | $15,309 | **$14,111** |
| 19 | 95,751 | $0.3504 | $29,843 | $0.1590 | $15,224 | **$14,618** |
| 20 | 95,224 | $0.3574 | $30,272 | $0.1590 | $15,141 | **$15,132** |
| | | | | | **Total** | **$211,133** |

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# Horace Mann Elementary School

## System Size: 67.68 KW DC / 50 KW AC
## PPA Summary Slide

| Horace Mann Elementary School Rooftop Solar System PPA Rates (Addressable Electricity Rate) | | |
|---|---|---|
| SMART Block Award | 10 | 11 |
| MA Incentive Award | $0.05819 | $0.05483 |
| PPA Rate | $0.182 / kWh | $0.186 / kWh |
| Est. Year 1 Savings | $2,465 | $2,151 |
| Est. 20 Year Savings | $113,719 | $107,760 |

Notes:

- Assumes Transformer Upgrade for Horace Mann Elementary School and no additional Utility Upgrades
- Assumes Prevailing Wage Rates for Public Entity
- Bonding not included as system is 3rd party owned
- Based on a 30% Federal Investment Tax Credit
- Annual Electricity Escalation Rate of 2%
- MA SMART PSoQ Award Block 10 BTM awarded 11/28/2022
- Melrose Public School's Constellation NewEnergy Supply Rate expires 12/10/2023
- Anticipated Avoided Electricity Rates based on a $0.130 / kWH 3rd Party Supply Rates going forward.

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# Horace Mann Elementary School

## System Size: 67.68 KW DC / 50 KW AC

### PPA Block 10 SMART Award Detailed Slide

| Year | Solar Production (kWh) | Grid-Delivered Electricity Cost ($/kWh) | Electric Savings | Solar PPA Rate ($/kWh) | PPA Payment | Net Savings |
|---|---|---|---|---|---|---|
| 1 | 78,451 | $0.2429 | $16,743 | $0.1820 | $14,278 | $2,465 |
| 2 | 78,019 | $0.2478 | $16,984 | $0.1820 | $14,199 | $2,784 |
| 3 | 77,590 | $0.2527 | $17,228 | $0.1820 | $14,121 | $3,107 |
| 4 | 77,163 | $0.2578 | $17,476 | $0.1820 | $14,044 | $3,432 |
| 5 | 76,739 | $0.2630 | $17,728 | $0.1820 | $13,966 | $3,761 |
| 6 | 76,317 | $0.2682 | $17,983 | $0.1820 | $13,890 | $4,093 |
| 7 | 75,897 | $0.2736 | $18,241 | $0.1820 | $13,813 | $4,428 |
| 8 | 75,480 | $0.2791 | $18,504 | $0.1820 | $13,737 | $4,767 |
| 9 | 75,064 | $0.2846 | $18,770 | $0.1820 | $13,662 | $5,108 |
| 10 | 74,652 | $0.2903 | $19,040 | $0.1820 | $13,587 | $5,454 |
| 11 | 74,241 | $0.2961 | $19,314 | $0.1820 | $13,512 | $5,802 |
| 12 | 73,833 | $0.3021 | $19,592 | $0.1820 | $13,438 | $6,155 |
| 13 | 73,427 | $0.3081 | $19,874 | $0.1820 | $13,364 | $6,511 |
| 14 | 73,023 | $0.3143 | $20,160 | $0.1820 | $13,290 | $6,870 |
| 15 | 72,621 | $0.3205 | $20,450 | $0.1820 | $13,217 | $7,233 |
| 16 | 72,222 | $0.3270 | $20,745 | $0.1820 | $13,144 | $7,600 |
| 17 | 71,825 | $0.3335 | $21,043 | $0.1820 | $13,072 | $7,971 |
| 18 | 71,430 | $0.3402 | $21,346 | $0.1820 | $13,000 | $8,346 |
| 19 | 71,037 | $0.3470 | $21,653 | $0.1820 | $12,929 | $8,724 |
| 20 | 70,646 | $0.3539 | $21,965 | $0.1820 | $12,858 | $9,107 |
| | | | | | Total | $113,719 |

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# POWER PURCHASE AGREEMENT

For

SED City of Melrose - Hoover Elementary School
37 Glendower Rd
Melrose, MA 02176

Dated as of

_____

between

City of Melrose
562 Main St
Melrose, MA 02176

And

Solect Energy Development LLC
89 Hayden Rowe Street
Hopkinton, Massachusetts 01748

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## EXHIBITS

EXHIBIT A – ENERGY PURCHASE PRICES

EXHIBIT A-1 – PILOT AMOUNTS

EXHIBIT B – EARLY TERMINATION AMOUNTS

EXHIBIT C – DESCRIPTION OF SITE

EXHIBIT D – DESCRIPTION OF PREMISES

EXHIBIT E – DESCRIPTION OF PROJECT

EXHIBIT F – ESTIMATED ANNUAL PRODUCTION

EXHIBIT G – INSURANCE REQUIREMENTS

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# POWER PURCHASE AGREEMENT

This Power Purchase Agreement ("**Agreement**" or "**PPA**") is entered into as of _____, (the "**Effective Date**"), by and between City of Melrose, a municipality with an address of 562 Main St Melrose, MA 02176 ("**Host**"), and Solect Energy Development LLC, ("**Solect**" or "**Provider**") a Limited Liability Company located in Hopkinton, Massachusetts (together, the "**Parties**").

WHEREAS, Host is a member of PowerOptions, Inc. ("**PowerOptions**"), a nonprofit corporation organized under the laws of the Commonwealth of Massachusetts and the Internal Revenue Code that assists its members with procuring energy products and energy-related services for facilities they own and/or operate;

WHEREAS, Provider and PowerOptions have entered into an agreement dated June 30th, 2020, as amended, governing the terms and conditions of Provider's participation in the PowerOptions Solar and Storage Program;

WHEREAS, Host is the owner of the properties located and described in Exhibit C and desires to make a portion of such properties available to Provider for the construction, operation and maintenance of a solar powered electric generating Project, and to purchase from Provider the electric energy produced by the Project;

WHEREAS, this Agreement is a service contract within the meaning of Section 7701(e)(3) of the Internal Revenue Code of 1986, as amended; and

WHEREAS, Provider desires to develop, design, construct, own and operate the Project located at and described in Exhibit D, and sell to Host the electric energy produced by the Project; and

WHEREAS, Provider and Host have entered into that certain Lease dated on or about the date hereof (as amended or modified from time to time, the "**Lease**") pursuant to which Host has granted Provider a leasehold interest and certain use and access rights to the Premises.

NOW, THEREFORE, in consideration of the promises, the covenants set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows.

**1. DEFINITIONS.** Certain capitalized terms used in this Agreement have the meanings set forth in the attached GLOSSARY OF TERMS or as defined in the body of this Agreement.

**2. TERM.**

(a) Term. This Agreement shall consist of an Initial Period and an Operations Period. As used herein, "**Term**" shall mean all of the Initial Period and the Operations Period, unless the

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Provider or Host terminates the Agreement prior to the end of the Initial Period pursuant to the terms of this Agreement, but any such termination shall not terminate any provisions hereof that expressly survive such termination.

(b) Initial Period. The Initial Period will begin on the Effective Date and will terminate on the earlier of (i) the Commercial Operation Date or (ii) the date the Agreement is terminated pursuant to the provisions of Section 4(b) or 4(d).

(c) Operations Period. The Operations Period will commence on the Commercial Operation Date and will terminate at 11:59 p.m. on the last day of the month in which the twentieth ($20^{th}$) anniversary of the SMART Incentive Payment Effective Date.

(d) Extensions. Provider shall have one option to extend the Operations Period for five (5) years (an "**Extension Term**") upon mutual agreement between Provider and Host. Provider shall delivering a written request to extend to Host at least six months prior to the end of the Operations Period, or Extension Term, as the case may be. Any extension shall be reflected in a written amendment to this Agreement signed by the Parties.

(e) Early Termination by Host. If Host terminates the Agreement prior to the Expiration Date, except as otherwise provided in this subsection (e), Section 9 (Purchase Option), Section 17 (Force Majeure), or Section 19 (Provider Event of Default and Host Remedies), Host shall pay, as liquidated damages, the Early Termination Amount set forth on Exhibit B, and Provider shall cause the Project to be disconnected and removed from the Premises in accordance with the Lease. Upon Host's payment to Provider of the Early Termination Amount, this Agreement and the Lease, in accordance with its terms, shall terminate automatically. Notwithstanding the foregoing, Host may (i) terminate this Agreement with no liability whatsoever pursuant to Section 4(d) or (ii) in lieu of termination, if Provider fails to achieve the Commercial Operation Date by the Guaranteed Commercial Operation Date, be entitled (as its sole and exclusive remedy) to (x) the payment by Provider to Host of Delay Liquidated Damages not to exceed $15/kW in the aggregate, plus (y) (if Installation Work had commenced at the Premises as of the date of termination) all direct costs reasonably incurred by Host to return its Premises to its condition prior to commencement of the Installation Work if Provider fails to do so within a reasonable time, as required pursuant to the Lease. Alternatively, Host may terminate this Agreement with no liability whatsoever if Provider fails to commence the Operations Period by the date that is 60 days after the Guaranteed Commercial Operation Date.

The Construction Start Date and Guaranteed Commercial Operation Date shall be extended on a day-for-day basis due to (a) Force Majeure or (b) acts, omissions or delays of a Governmental Authority or Local Electric Utility. Provided, however that clause (b) shall be beyond the reasonable control of the Provider and not caused by the Provider's fault or negligence. Provided, further that the day-to-day extension of the Construction Start Date shall not exceed one hundred eighty (180) days, unless otherwise mutually agreed by the Parties in writing.

**3. ACCESS RIGHTS.**

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(a) Access Specifications. Pursuant to the Lease, Provider has access to and use of the Premises for the Term for the purposes of designing, installing, inspecting, operating, maintaining, repairing, and removing the Project, and for any other purpose set forth in this Agreement or in the Lease, and otherwise in accordance with the provisions of the Lease. Access Rights with respect to the Site are more fully described in the Lease and include, without limitation, vehicular and pedestrian access, and other rights to install electrical lines and communications cables.

(b) Remote Monitoring. Host will provide an internet portal or equivalent access by means of which Provider will communicate data from the revenue grade performance monitoring system. Provider will be responsible for connecting monitoring equipment for the Project to the internet enabling remote monitoring of the Project.

**4. PLANNING, INSTALLATION AND OPERATION OF PROJECT.**

(a) Site Assessment and Planning. During the Initial Period, Provider shall have the right, at its own expense, to assess the suitability of the Premises for the Project and shall act diligently in conducting such assessment. The assessment shall include the right to inspect the physical condition of the structures on which the Project will be located; to apply for any building permits or other governmental authorizations necessary for the construction of the Project; to arrange interconnections with the Local Electric Utility; to make any applications to the appropriate Public Utilities Commission or other agencies for receipt of payments for the Project under the Applicable Solar Program; to apply to any other governmental agencies or other persons for grants or other determinations necessary for the construction of or receipt of revenues from the Project; or to make any other investigation or determination necessary for the financing, construction, operation or maintenance of the Project. The Provider shall, in accordance with Section 5(l) of the Lease, at its own cost, engage an engineer licensed and qualified in the state where the Project is located, to certify that any objects brought, installed or kept on the Premises will not exceed the maximum load per square foot of the building and/or roof of the building and taking into account snow loads and all other equipment located on the roof as required by local building code. Provider shall provide a copy of any structural engineering analysis to Host at Host's request.

(b) Termination of Development Activities by Provider. At any time during the Initial Period, Provider shall have the right to cease development of the Project and terminate this Agreement upon written notice to Host if:

(i) Provider determines that the Premises, as is, are insufficient to accommodate the Project; or

(ii) there exist site conditions or construction or interconnection requirements that were not known as of the effective date of this Agreement and that could reasonably be expected to materially increase the cost of Installation Work or would adversely affect the electricity production from the Project as designed;

(iii) there has been a material adverse change in the rights of Host to occupy the Premises or Provider to construct the Project on the Premises;



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(iv) an interconnection agreement with the Local Electric Utility, in form and substance satisfactory to Provider, is not executed by Provider and the Local Electric Utility within two hundred seventy (270) days after the date of this Agreement;

(v) Provider has not obtained financing within twelve months after the date of this Agreement to construct, install, own and operate and maintain the Project;

(vi) the Project does not qualify under the Applicable Solar Program;

(vii) despite its diligent efforts, Provider does not obtain all permits and approvals, on terms and conditions satisfactory to Provider, which are necessary for the construction, operation and maintenance of the Project; or

(viii) the Project is not exempt from personal property tax pursuant to M.G.L. c.59, § 5, cl. 45 (Acts of 2021, Chapter 8, §61, as amended and the Massachusetts Department of Revenue regulations adopted in connection therewith) and a Payment In Lieu of Taxes Agreement with the municipality where the Project is located is not executed and approved by the municipality to establish fixed payments in the amount(s) set forth on Exhibit A-1.

If Provider gives Host notice of such termination, this Agreement shall terminate effective as of the date specified in delivery of such notice without any further liability of the Parties to each other, provided that (i) Provider shall remove any equipment or materials which Provider has placed on the Site; (ii) Provider shall restore any portions of the Site disturbed by Provider to its pre-existing condition; (iii) the Parties shall not be released from any payment or other obligations arising under this Agreement prior to the delivery of the notice; and (iv) the confidentiality provisions of Section 14, the indemnity obligations under Section 15, and the dispute resolution provisions of Section 23 shall continue to apply notwithstanding the termination of this Agreement.

(c) Commencement of Construction, Modification of Design. Provider shall conduct a construction kick off meeting with Host. Upon prior notice to Host, Provider shall have the right to commence installing the Project on the Premises in accordance with the agreed-upon schedule as determined during the construction kick off meeting.

(i) As of the date hereof, Provider anticipates that the Project shall consist of the components and shall have the designs set forth in Exhibit E attached hereto.

(ii) Notwithstanding subsection (i) above, Provider has the right to modify the design of the Project, including the selection of the components in the Project, as Provider, in its sole discretion, may determine, provided, however, that such changes shall not result in the Project exceeding the nameplate capacity, building footprint (if project is on the roof), location and height set forth in Exhibits D and E, without Host's approval.

(d) Construction Commencement Deadline. If Provider has not commenced the Installation Work before the Construction Start Date, Host may terminate this Agreement and the



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Lease by delivering notice to Provider of its intention to terminate this Agreement, and the Agreement shall terminate twenty-one (21) days after Provider's receipt of such notice; provided, that if Provider commences the Installation Work within such twenty-one (21) day period, this Agreement shall not terminate. Upon any termination in accordance with this Section 4(d) neither Party shall have any further liability to the other with respect to this Agreement, provided that (i) Provider shall remove any equipment or materials that Provider has placed on the Site; (ii) Provider shall restore any portions of the Site disturbed by Provider to their condition prior to the commencement of construction; (iii) the Parties shall not be released from any payment or other obligations arising under this Agreement prior to the delivery of the notice; and (iv) the confidentiality provisions of Section 14, the indemnity obligations under Section 15 and the dispute resolution provisions of Section 23 shall continue to apply notwithstanding the termination of this Agreement.

(e) Contractors. Provider shall use licensed and insured contractors to perform the work of installing, operating, and maintaining the Project. Provider intends to use Installer to perform such work, but may use other contractors, for all or a portion of such work, in Provider's sole discretion. Provider shall advise Host of the Installer prior to commencement of the work on the Site. Provider shall be responsible for the conduct of Installer and its subcontractors, and Host shall have no contractual relationship with Installer or its subcontractors in connection with the work on the Project. Provider shall ensure that Installer maintains insurance applicable to the Installer's activities that satisfy the requirements in Exhibit G.

(f) Status Reports, Project Testing, Commercial Operation. Provider shall give Host regular updates, on a reasonable schedule requested by Host, on the progress of installation of the Project and shall notify Host of when Provider will commence testing of the Project. Testing shall be conducted in accordance with guidelines, standards and criteria reasonably accepted or followed by photovoltaic solar system integrators in the United States. Host shall have the right to have its representatives present during the testing process, but subject to reasonable written safety rules and procedures as may be established by Provider and Installer. After Provider has determined, in its reasonable judgment, that the Project meets the requirements of and has been approved for interconnection by the Local Electric Utility, has been installed in accordance with all Applicable Laws, and is capable of producing electricity on a continuous basis for at least four (4) continuous hours, Provider shall notify Host that the Installation Work is complete. Provider shall provide Host with written notice of the Commercial Operation Date for the Project, which may be immediately upon delivery of such notice to Host.

(g) Standard of Operation. Provider shall design, obtain permits, install, operate, and maintain the Project so as to keep it in good condition and repair, in compliance with all Applicable Laws and the requirements of the interconnection agreement, and in accordance with the generally accepted practices of the electric industry, in general, and the solar generation industry, in particular, and all instructions of any original equipment manufacturers' warranties for equipment included in the Project. Such work shall be at Provider's sole expense. Except for emergency situations or unplanned outages, Provider shall cause the work to be performed between the hours of 7:00 am and 7:00 pm, Monday through Saturday, in a manner that minimizes interference with Host and Host's employees, visitors, tenants and licensees and their customers to the extent commercially practical. Provider shall, and shall cause its contractors to,

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keep the Site reasonably clear of debris, waste material and rubbish, and to comply with reasonable safety procedures established by Host for conduct of business on the Site. In the event of an emergency or unplanned outage, Provider shall have unimpeded access to the Project, subject to any site-specific security requirements of Host.

(h) Provider Project Shut Down. Provider may shut down the Project at any time in order to perform required emergency repairs to the Project Provider shall give Host notice of such shutdown soon as reasonably practicable. At other times, Provider shall give Host advance notice of the shutdown as may be reasonable in the circumstances. Provider shall not have any obligation to reimburse Host for costs of purchasing electricity that would have been produced by the Project but for such shutdown unless the performance guarantee in Section 5(b) is not met. Provider and Host will agree upon a reasonable shut down duration. Provider shall use reasonable efforts not to schedule shutdowns during peak periods of electric generation and periods when peak energy and demand prices are charged by the Electric Service Provider, except as may be required in accordance with prudent electric industry safety practices in the event of equipment malfunction.

(i) Metering. Provider shall install and maintain a revenue grade kilowatt-hour (kWh) meter for the measurement of electrical energy provided by the Project and may, at its election, install a revenue grade kilowatt-hour (kWh) meter for the measurement of electrical energy delivered by the Local Electric Utility and consumed by Host at the Premises.

Subject to any applicable requirements of the Local Electric Utility:

(i) Installation. Provider shall maintain and test the meter in accordance with but not limited to Applicable Law and as provided herein. Provider shall ensure that the meter is installed and calibrated correctly to manufacturer and utility specifications during commissioning of the Project.

(ii) Measurements. Readings of the meter shall be conclusive as to the amount of electric energy delivered to Host; provided that if the meter is out of service, is discovered to be inaccurate pursuant to Section 4(iii) below, or registers inaccurately, measurement of energy shall be determined by estimating by reference to quantities measured during periods of similar conditions when meter was registering accurately.

(iii) Testing and Correction.

A. Standard of Meter Accuracy; Resolution of Disputes as to Accuracy. The following steps shall be taken to resolve any disputes regarding the accuracy of the meter:

(1) If either Party disputes the accuracy or condition of the meter, such Party shall so advise the other Party in writing.

(2) Provider shall, within thirty (30) days after receiving such notice from Host, or Host shall, within such time after having received such notice from

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Provider, advise the other Party in writing as to its position concerning the accuracy of such meter and state reasons for taking such position.

(3) If the Parties are unable to resolve the dispute through reasonable negotiations, then either Party may cause the meter to be tested by an agreed upon and disinterested third party.

(4) If the meter is found to be inaccurate by not more than two percent (2%), any previous recordings of the meter shall be deemed accurate, and the Party disputing the accuracy or condition of the meter shall bear the cost of inspection and testing of the meter.

(5) If the meter is found to be inaccurate by more than 2% or if such meter is for any reason out of service or fails to register, then (1) Provider shall promptly cause any meter found to be inaccurate to be replaced or adjusted to correct, to the extent practicable, such inaccuracy, (2) the Parties shall estimate the correct amounts of energy delivered during the periods affected by such inaccuracy, service outage or failure to register as provided in Section 4 (i) (ii) or (iii), and (3) Provider shall bear the cost of inspection and testing of the meter and reimburse or credit Host if Host was the disputing Party. If as a result of such adjustment the quantity of energy for any period is decreased (such quantity, the "Electricity Deficiency Quantity"), Provider shall reimburse or credit Host for the amount paid by Host in consideration for the Electricity Deficiency Quantity, and shall bear the cost of inspection and testing of the meter. If as a result of such adjustment the quantity of energy for any period is increased (such quantity, the "Electricity Surplus Quantity"), Host shall pay for the Electricity Surplus Quantity at the price applicable during the applicable period.

B. Host's Right to Witness Tests. Host shall have the right to witness each test or any calibration of meters or monitoring equipment conducted by or under the supervision of Provider to verify the accuracy of the measurements and recordings of the meter or the monitoring equipment. Provider shall provide at least five (5) Business Days prior written notice to Host of the date upon which any such test or calibration is to occur. Provider shall prepare a written report setting forth the results of each such test, and shall provide Host with copies of such written report and the underlying supporting documentation not later than thirty (30) days after completion of such test. Host shall have the right to access all meters at reasonable times and with reasonable prior notice for the purpose of verifying readings and calibrations, but Host shall not have the right to open or undertake any other physical actions on the meters and access rights shall be subject to any requirements or limitations of the Local Electric Utility. If the metering equipment is found to be inaccurate, it shall be corrected and past readings shall be promptly adjusted in accordance with Section 4(i)(A)(5).

(iv) No Duty on Host. Notwithstanding the foregoing, the Parties acknowledge and agree that Host is under no responsibility or duty to ascertain, to inspect or to otherwise



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determine whether the meter or any other part of the Project is out of service, is discovered to be inaccurate or registers inaccurate readings; is malfunctioning or is otherwise defective, it being agreed that at all times such responsibility or duty shall remain with the Provider.

## 5. SALE OF ELECTRIC ENERGY.

(a) Sale of Electricity. Throughout the Operations Period, subject to the terms and conditions of this Agreement and the Lease, Provider shall sell to Host and Host shall buy from Provider all electric energy produced by the Project, whether or not Host is able to use all such electric energy. The Point of Delivery of the electric energy shall be as indicated in Exhibit E. Title to and risk of loss with respect to the energy shall transfer from Provider to Host at the Point of Delivery. Provider shall own the Capacity Value of the Project. The Provider shall sell the capacity of the Project into the Forward Capacity Market by the later of twelve (12) months from the Commercial Operation Date or the first date available to participate in the Forward Capacity Auction; if not, the Provider relinquishes ownership of the Capacity Value of the Project to the Host. The interconnection point of the Project with the Local Electric Utility shall be as indicated in Exhibit E.

(b) Performance Guarantee. Beginning on the Commercial Operation Date and as of each anniversary thereof, if the Project produces less than eighty-five percent (85%) of the applicable Estimated Annual Production specified in Exhibit F, unless, and then only to the extent that, the failure to meet the Estimated Annual Production is due to (i) failure, damage or downtime attributable to third parties or Host, (ii) equipment failure or delayed repair of equipment due to the claims process with the equipment manufacturer which are beyond the reasonable control of Provider, (iii) a Force Majeure Event, (iv) variability due to weather, (v) acts or omissions of Host of any of its obligations hereunder, (vi) any Host Requested Shutdown, Provider Safety Shutdown or Project Relocation under Section 10(a), (b), or (c); or (vi) any reduction in output attributable to interference with solar access of the Project by adjoining landowners; in its next invoice Provider shall credit Host an amount equal to the product of (i) the positive difference, if any, of the Avoided Energy Price during such period minus the applicable kWh Rate specified in Exhibit A, multiplied by (ii) the difference between the actual Project Output during such 12-month period and eighty-five percent (85%) of the Estimated Annual Production for such period. Such credit shall be Host's sole and exclusive remedy for Provider's failure to meet the Estimated Annual Production for such period.

## 6. PAYMENT AND BILLING.

(a) Rates. Host shall pay Provider for electricity produced by the Project at the rates set forth in Exhibit A attached hereto. The rate during any Extension Term shall be mutually agreed upon by Host and Provider.

(b) Billing. Host shall pay for the electricity produced by the Project monthly in arrears. Promptly after the end of each calendar month, Provider shall provide Host with an invoice setting forth the quantity of electricity produced by the Project in such month, the

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applicable rates for such electricity, and the total amount due, which shall be the product of the quantities and the applicable rates.

(c) Invoice Delivery. Invoices shall be in writing and shall be either (i) delivered by hand; (ii) mailed by first-class, registered or certified mail, return receipt requested, postage prepaid; (iii) delivered by a recognized overnight or personal delivery service; or (iv) transmitted by email (such transmission to be effective on the day of receipt if transmitted prior to 5:00 pm local time on a Business Day or in any other case as of the next Business Day following the day of transmittal)addressed as follows:

To Host: City of Melrose
562 Main St
Melrose,MA 02176
Attention: Jim Troup
Email: jtroup@cityofmelrose.org

(d) Payment. Subject to the subparagraph (e) below regarding disputed invoices, Host shall pay each invoice within thirty (30) days of receipt of the invoice. Payments shall be made by check or electronic funds transfer to an account designated by Provider in the invoice or in a written notice delivered to Host. Any amounts not paid when due, including any amounts properly disputed and later determined to be owing, shall accrue interest on the unpaid amount at the rate equal to the lesser of (i) 1% per month, compounded monthly or (ii) the highest rate allowed by applicable law.

(e) Disputed Invoices. If Host objects to all or a portion of an invoice, Host shall, on or before the date payment of the invoice is due, (i) pay the undisputed portion of the invoice, and (ii) provide an itemized statement of its objections setting forth in reasonable detail the basis for its objections. If Host does not object prior to the date payment of any invoice is due, Host shall be obligated to pay the full amount of such invoices but Host may subsequently object to such invoice and, if such objection proves to be correct, receive a refund of the disputed amount; provided, however, that Host may not object to any invoice more than eighteen (18) months after the date on which such invoice is rendered. The right to dispute or object to an invoice, shall, subject to the time limitation provided in this Section 6(e), survive the expiration or termination of this Agreement.

## 7. SUPPLEMENTAL POWER

(a) Back-up and Supplemental Electricity. Except as otherwise provided herein, throughout the Term, Host shall be responsible for obtaining all of its requirements for electric energy in excess of the amounts produced by the Project and pay for such service pursuant to contracts with or applicable tariffs of the Local Electric Utility or other Electric Service Provider. Provider shall have no obligation to obtain or pay for such supplemental or back-up electricity.

(b) Interconnection and Interconnection Fees. Provider shall be responsible for arranging the interconnection of the Project with Host's Local Electric Utility in a manner which



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includes bi-directional or "net metering". Host shall be responsible for maintaining the interconnection of the Site with the Local Electric Utility through to the Host's side of the Point of Delivery. Provider shall be responsible for maintaining the interconnection of the Project to the Provider's side of the Point of Delivery with the Local Electric Utility. Host shall enter into any retail agreement required by the Local Electric Utility pursuant to its tariffs. Provider shall be responsible for all costs, fees, charges and obligations required to connect the Project to the Local Electric Utility distribution system, including but not limited to fees associated with system upgrades and operation and maintenance carrying charges ("Interconnection Obligations"), however, if system upgrades in addition to any upgrades contemplated and budgeted for as of Effective Date are required, Provider shall be entitled to adjust the Energy Purchase Prices in Exhibit A to compensate Provider for such increased costs, and if the Parties are unable to agree on such adjustments, Provider may exercise its right to terminate under Section 4(b).

(c) Production Excess. Provider shall, with the cooperation of Host, work to qualify the Project for the highest available compensation for any solar production which is not used at the time of generation and is transmitted to the Local Electric Utility (the "**Production Excess**"). The Parties will work cooperatively and in good faith to meet all requirements regarding such Production Excess under Applicable Law, the Applicable Solar Program, and Local Electric Utility tariffs, including applicable interconnection and metering requirements (e.g., Massachusetts tariff Schedule Z). In the event that the Project produces Production Excess, then the Parties agree that (a) Host shall be entitled to the associated compensation and/or bill credits (including but not limited to Net Metering Credits, Alternative On-Bill Credits, or Qualifying Facility compensation), and (b) Provider shall transmit such Production Excess into the Local Electric Utility system on behalf of and for the account of Host.

(d) Applicable Solar Program Incentives. Provider shall receive all payments available under any Applicable Solar Program. Host shall provide reasonable assistance to Provider in preparing all applications and other documents necessary for Provider to receive such payments, including designating Provider as the customer for purposes of the Applicable Solar Program or assigning payments from the Applicable Solar Program to Provider. If Host receives any payments under the Applicable Solar Program or other programs in respect of the Project, it shall promptly pay them over to Provider. Host's obligation to make any payments to Provider under this Section 7(d) is limited to any payments actually received by Host.

(e) Ownership of Tax Attributes. Provider (and/or Financing Party) shall be the owner of any Tax Attributes that may arise as a result of the ownership and operation of the Project and shall be entitled to transfer such Tax Attributes to any person. Host shall provide reasonable assistance to Provider in preparing all documents necessary for Provider to receive such Tax Attributes, and if Host is deemed to be the owner of any such Tax Attributes, Host shall assign the same (or the proceeds thereof) to Provider. If Host receives any payments in respect of such Tax Attributes, it shall promptly pay them over to Provider.

(f) Environmental Attributes. Except as otherwise provided for under Applicable Law, or Applicable Solar Program rules, or the applicable tariff of the Local Electric Utility, Provider (and/or

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Financing Party) shall be the owner of any Environmental Attributes that may arise as a result of the operation of the Project and shall be entitled to transfer such Environmental Attributes to any person. Host shall provide reasonable assistance to Provider in preparing all documents necessary for Provider to receive such Environmental Attributes, and if Host is deemed to be the owner of any such Environmental Attributes, Host shall assign the same (or the proceeds thereof) to Provider. If Host receives any payments in respect of such Environmental Attributes, it shall promptly pay them over to Provider.

(g) Capacity & Ancillary Services. Provider shall be entitled to receive any payments for electric capacity or ancillary services that may become available as a result of the construction or operation of the Project. Host shall provide reasonable assistance to Provider in preparing all documents necessary for Provider to receive such payments, and if Host is deemed to be the owner or provider of such capacity or services, Host shall assign the same to Provider If Host receives any payments in respect of capacity or such services it shall promptly pay them over to Provider.

(h) Neither Party is A Utility. Neither Party is, and neither Party shall assert that the other Party is, (i) an electric utility or public service company or similar entity that has a duty to provide service, (ii) subject to electric rate regulation, or (iii) otherwise subject to regulation by any governmental authority as a result of its obligations or performance under this Agreement.

(i) Project Alterations. Host agrees to negotiate in good faith with respect to any alterations to the Project proposed by the Provider that may increase payments available under the Applicable Solar Program, Tax Attributes, Environmental Attributes, or increased capacity or ancillary services. Proposed alterations may include, but are not limited to, the addition of an energy storage system to the Project. Upon mutual agreement, this Agreement and the Lease shall be amended to include any agreed upon Project alteration.

## 8. OWNERSHIP OF PROJECT; SERVICE CONTRACT.

(a) Ownership of Project. As between the Parties, Provider shall retain title to (i) the Project and the Environmental Attributes produced or associated with the Project or the energy produced by the Project, and (ii) all compensation associated with such Environmental Attributes under the Applicable Solar Program or under any other successor program.

(b) Service Contract. Since this Agreement provides for the sale of electric energy from the Project which is an alternative energy facility under Section 7701(e)(3)(D) of the Internal Revenue Code of 1986 as amended, this Agreement is a service contract within the meaning of Section 7701(e)(3) of the Internal Revenue Code of 1986, as amended.

## 9. PURCHASE OPTIONS; REMOVAL AT END OF TERM.

(a) Early Purchase Option. On the seventh ($7^{th}$), tenth ($10^{th}$), and fifteenth ($15^{th}$) anniversary of the Commercial Operation Date, provided no Host Event of Default has occurred and is continuing, the Host shall have the option to purchase the Project from Provider at a price



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which will be the greater of (i) the applicable value identified in Exhibit B or (ii) the Fair Market Value of the Project as determined by mutual agreement of Host and Provider as of such anniversary date; provided, however, if Host and Provider cannot agree to a Fair Market Value within twenty (20) days after Host has exercised its option, the Parties shall select and share equally the costs of a nationally recognized independent appraiser with experience and expertise in the solar photovoltaic industry acting reasonably and in good faith to determine the Fair Market Value of the Project, provided that Host may, in its discretion, rescind its exercise of the option to purchase by written notice to Provider received no later than the fifth (5th) Business Day following receipt of such appraisal. If Host desires to exercise this option, it shall no later than ninety (90) days prior to the applicable anniversary date notify Provider of its election to exercise the option, and, unless it has rescinded the exercise of the option as aforesaid, on or before such anniversary date shall pay the purchase price to Provider by electronic transfer in immediately available funds to an account designated by Provider.

(b) End of Term Purchase Option. Host shall have the right to purchase the Project from Provider at the expiration of the Operations Period at the then Fair Market Value of the Project. No earlier than twelve months prior to the expiration of such Operations Period and no later than nine (9) months prior to the expiration of the Operations Period, Host shall notify Provider of its intent to exercise the option. Within ninety-one (91) days of its receipt of such notice, Provider shall give Host its appraisal of the Fair Market Value of the Project at the end of the Term. Host may, but is not obligated to, accept such appraisal. If Host does not accept such appraisal within ten (10) Business Days of receiving the appraisal from Provider, the Parties shall meet to discuss the appraisal. If they are unable to reach agreement within twenty (20) days of the Host's receipt of the appraisal from Provider, the Parties will engage and share the costs equally of a nationally recognized independent appraiser with experience and expertise in the solar photovoltaic industry acting reasonably and in good faith to determine the Fair Market Value of the Project consistent with the terms of the transaction. Notwithstanding the foregoing, in the event that Provider enters into a sale/leaseback transaction in connection with funding the installation of the Project, the process of determining the Fair Market Value of the Project in this Agreement shall be undertaken by a nationally recognized independent appraiser with experience and expertise in the solar photovoltaic industry acting reasonably and in good faith to determine the Fair Market Value of the Project and shall be undertaken consistently with the terms of such transaction so that the process for determining Fair Market Value under this Agreement shall be the same as provided in the agreements for such sale/leaseback transaction. Host may, in its discretion, rescind its exercise of the option to purchase by written notice to Provider received no later than the fifth (5th) Business Day following receipt of such appraisal.

(c) Transfer of Ownership. Upon Host's notice that it elects to exercise the option set forth in either Section 9(a) or 9(b) above, Provider shall prepare and deliver to Host a set of records on the operation and maintenance history of the Project, including a summary of known defects. Upon payment of the purchase price, Provider shall deliver, or cause to be delivered, to Host a bill of sale conveying the Project to Host free and clear of Liens on Provider's interest in the Project. Such bill of sale shall not contain any warranties, other than a warranty against any defects in title arising through Provider. Provider shall use all reasonable efforts to transfer any remaining manufacturer's warranties on the Project, or portions thereof, to Host. Upon the transfer of ownership of the Project to Host, this Agreement shall terminate.

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(d) Operation & Maintenance After Sale. Prior to the effective date of Host's purchase of the Project under Section 9(a) or 9(b), Host and Provider shall discuss entering into an operation and maintenance agreement under which Provider shall perform all or a portion of the operation and maintenance requirements of the Project following Host's purchase of the Project. However, neither Party shall be under an obligation to enter into such an agreement.

(e) No Survival of Purchase Option. The options for Host to purchase the Project under Sections 9(a) and 9(b) shall not survive the termination of this Agreement.

(f) Removal of Project at Expiration. Provider shall decommission the Project in accordance with Section 9 of the Lease or Easement.

**10. SHUTDOWNS, RELOCATION; CLOSURE OR SALE OF SITE.**

(a) Host Requested Shutdown. Host from time to time may request Provider to temporarily stop operation of the Project for a period no longer than thirty (30) days or a predetermined date mutually agreed upon by both the Host and Provider, such request to be reasonably related to Host's activities in maintaining and improving the Site. During any such shutdown period (but not including periods of Force Majeure or Allowed Disruption Time as defined below, nor where the maintenance activities were made necessary by a Provider Event of Default), Host will pay Provider an amount equal to the sum of (i) payments that Host would have made to Provider hereunder for electric energy that would have been produced by the Project during the period of the shutdown; (ii) revenues that Provider would have received with respect to the Project under the Applicable Solar Program and any other assistance program with respect to electric energy that would have been produced during the period of the shutdown; and (iii) revenues from Environmental Attributes and Tax Attributes that Provider would have received with respect to electric energy that would have been produced by the Project during the period of the shutdown. Determination of the amount of energy that would have been produced during the period of the shutdown shall be based, during the first Operations Year, on reasonably estimated levels of production and, after the first Operations Year, based on actual operation of the Project during the same period in the previous Operations Year, or based on reasonable data offered by Provider if the Project was offline for any reason during such previous Operations Year.

Notwithstanding the foregoing, the Parties agree that after year six (6) (but not during years one (1) through six (6)) of the Operations Period of the Agreement, Host shall be afforded a total of fifteen (15) days which may be used consecutively or in periods of at least twenty-four hours each ("Allowed Disruption Time") during which the Host may request that the Project be shut down if, and only if, Host is performing maintenance or repairs to the Premises which require the Project to be offline. Host shall not be obligated to make payments to Provider for electricity not received during the Allowed Disruption Time; nor shall Host be required to reimburse Provider for any other lost revenue during the Allowed Disruption Time, including any lost revenue associated with any reduced sales of Environmental Attributes and Tax Attributes.

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(b) Provider Safety Shutdown. In addition to the right of Provider to shut down the Project for maintenance as provided in Section 4(j), Provider may shutdown the Project if Provider, in the exercise of reasonable judgment, believes Site conditions or activities of persons on a Site, which are not under the control of Provider, whether or not under the control of Host, may interfere with the safe operation of the Project. Provider shall give Host written notice of a shutdown immediately upon becoming aware of the potential for such conditions or activities. Provider and Host shall cooperate and coordinate their respective efforts to restore Site conditions so as to not interfere with the safe operation of the Project and to reduce, to the greatest extent practicable, the duration of the shutdown; provided that Provider shall not be responsible for any costs or expenses in connection with restoration of conditions at the Site required due to conditions or activities of persons on the Site not under the control of Provider. If a shutdown pursuant to this Section 10(b) continues for 180 days or longer, Provider may terminate this Agreement and Host shall pay the Early Termination Amount.

(c) Project Relocation. Host may request to move the Project to another location on the Site or to another site owned by Host, but any such relocation shall be subject to the approval of Provider and Financing Party in each of their sole discretion. In connection with such relocation, Host shall execute an amendment to this Agreement reflecting the new location of the Project but otherwise continuing all the terms and conditions of this Agreement for the remaining term of this Agreement. Host shall also provide any consents or releases required by Provider in connection with the new location. Host shall pay all reasonable costs associated with the removal and relocation of the Project, including installation and testing costs and interconnection costs. In addition, during the Relocation Event, Host will pay Provider an amount equal to the sum of (i) payments that Host would have made to Provider hereunder for electric energy that would have been produced by the Project following the Relocation Event; (ii) revenues that Provider would have received with respect to the Project under the Applicable Solar Program and any other assistance program with respect to electric energy that would have been produced following the Relocation Event; and (iii) revenues from Environmental Attributes and Tax Attributes that Provider would have received with respect to electric energy that would have been produced by the Project following the Relocation Event. Determination of the amount of energy that would have been produced following the Relocation Event shall be based, during the first Operations Year, on the estimated levels of production and, after the first Operations Year, based on actual operation of the Project in the same period in the previous Operations Year, or based on reasonable data offered by Provider if the Project was offline for any reason during such previous Operations Year.

(d) Premises Shutdown; Interconnection Deactivated. In the event the facilities where the Premises are located are closed or the interconnection becomes deactivated, Host shall not be excused for the period of closure or deactivation from paying Provider for all electricity produced by the Project on the Premises and delivered to the Point of Delivery unless such closure or deactivation is caused by (i) a Force Majeure Event or (ii) any unexcused action or inaction of Provider or persons for whom Provider is responsible.

(e) Sale of Site. In the event Host transfers (by sale, lease or otherwise) all or a portion of its interest in the Site, except as otherwise provided in this subsection (e), Host shall remain primarily liable to Provider for the performance of the obligations of Host hereunder

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notwithstanding such transfer. However, if no Host Event of Default has occurred and is continuing at the time of the transfer, and the transferee is acceptable to Provider and Financing Party in their sole discretion and executes agreements assuming this Agreement in form and substance satisfactory to Provider and Financing Party in their sole discretion, Host shall be released from further obligations under this Agreement. For avoidance of doubt, if Host is a municipality or governmental entity, the sale, lease or transfer of all or a portion of Host's interest in the Site to a transferee that is a municipality or governmental entity with a credit rating assigned by Moody's Investor Service at least equal to or better than Host's shall be deemed an acceptable transferee, provided the other requirements set forth in this Section 10(e) are satisfied.

**11. TAXES.**

(a) Income Taxes. Provider shall be responsible for any and all income taxes associated with payments from Host to Provider for electric energy from the Project. Provider (and/or Financing Party), as owner of the Project, shall be entitled to all Tax Attributes with respect to the Project.

(b) Sales Taxes. Host shall provide Provider with any certificates or other documents required or appropriate to evidence Host's exemption from any applicable taxes, fees, and charges, including sales, use, and gross receipts taxes, imposed or authorized by any Governmental Authority on the sale of electric energy by Provider to Host. Host shall timely report, make filings for, and pay any and all such taxes assessed directly against it by any Governmental Authority. To the extent Provider pays such amounts, Provider shall notify Host in writing with a detailed statement of such amounts, which shall be invoiced by Provider and Host shall reimburse Provider for any and all such taxes assessed against and paid by Provider.

(c) Property Taxes. If project will produce not more than 125% of the annual load of the Property Provider will apply to the City of Melrose for exemption of the Project from personal property tax pursuant to M.G.L. c.59, § 5, cl. 45, and will employ commercially reasonable efforts to secure such exemption. If the project will produce more than 125% of the annual load of the Property or if the exemption is not granted, Provider will seek to enter into a Payment In Lieu of Taxes (PILOT) Agreement with the City of Melrose to establish fixed payments in lieu of personal property tax. Upon execution of a PILOT Agreement, if the PILOT amounts differ from the Assumptions Around Pricing Elements as set forth in Exhibit A, Provider will prepare and the Parties shall execute an amendment to this Agreement , in accordance with the provisions of Exhibit A, to reflect the new rate effective as of the date the PILOT payments begin.

If Provider is assessed any real property taxes related to the existence of the Project on the Premises or if Provider is unable to obtain exemption of the Project from personal property tax and is not able to enter into a PILOT Agreement with the City of Melrose, then Host acknowledges and agrees that Provider shall have the right once per year to invoice Host for the exact amount of the such property taxes. Such invoice shall include documentation demonstrating the tax liability from the taxing authority for the current tax year and proof of payment from Provider to the taxing authority. Such invoice shall be submitted to the Host separately from any monthly invoice for solar energy generation.



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If Provider seeks to obtain exemption of the Project from personal property tax, and/or seeks to enter into a PILOT Agreement with the City of Melrose, and is ultimately unsuccessful, within thirty (30) days of such determination being made Provider will inform Host of such determination and, (1) if Host or the owner of the Site is a municipality, Host will provide Provider, or (2) if Host or the owner of the Site is not a municipality, Provider will provide Host with a good faith estimate of the annual amount of the expected personal property taxes.

Each Party has the right to contest taxes in accordance with Applicable Law and the terms of encumbrances against the Site. Each Party shall use all reasonable efforts to cooperate with the other party in any such contest of tax assessments or payments. In no event shall either Party postpone during the pendency of an appeal of a tax assessment the payment of taxes otherwise due except to the extent such postponement in payment has been abated, bonded or otherwise secured in accordance with Applicable Law.

(d) Reimbursement Deadline. Any reimbursement of taxes owing pursuant to this Section 11 shall be paid within twenty (20) Business Days of receiving an invoice from the Party who paid the taxes.

**12. INSURANCE.**

(a) Coverage. Host and Provider shall each maintain the insurance coverage set forth in Exhibit G in full force and effect throughout the Term. Host and Provider shall also provide any additional insurance which may be required from time to time by the Local Electric Utility or any legal or regulatory authority affecting the Premises or operation of the Project. If Host has established and maintains a program of self-insurance, Host shall maintain self-insurance for the coverages and in the amounts set forth on Exhibit G.

(b) Insurance Certificates. Each Party shall furnish current certificates indicating that the insurance required under this Section 12 is being maintained. Each Party's insurance policy provided hereunder shall contain a provision whereby the insurer agrees to give the other Party written notice before the insurance is cancelled or materially altered.

(c) Certain Insurance Provisions. Each Party's insurance policy shall be written on an occurrence basis and shall include the other Party as an additional insured as its interest may appear. Each Party's insurer shall waive all rights of subrogation against the other Party except in the case of such Party's negligence or willful misconduct.

(d) Insurance Providers. All insurance maintained hereunder shall be maintained with companies approved to do business in Massachusetts, and rated no less than A- as to Policy Holder's Rating in the current edition of Best's Insurance Guide (or with an association of companies each of the members of which are so rated), provided such requirement shall not apply if a Party maintains an active self-insurance program and provides required insurance pursuant to such self-insurance program.

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(e) Flood Insurance. If required under Applicable Law, Host shall maintain FEMA-approved flood insurance for the Premises.

## 13. COOPERATION.

The Parties acknowledge that the performance of each Party's obligations under this Agreement will frequently require the assistance and cooperation of the other Party. Each Party therefore agrees, in addition to those provisions in this Agreement specifically providing for assistance from one Party to the other, that it will at all times during the Term cooperate with the other Party and provide all reasonable assistance to the other Party to help the other Party perform its obligations hereunder.

## 14. PRESS RELEASES AND CONFIDENTIALITY.

(a) Goodwill and Publicity. Neither Party shall use the name, trade name, service mark, or trademark of the other Party in any promotional or advertising material without the prior written consent of such other Party. The Parties shall coordinate and cooperate with each other when making public announcements related to the execution and existence of the Agreement, and each Party shall have the right to promptly review, comment upon, and approve any publicity materials, press releases, or other public statements by the other Party that refer to, or that describe any aspect of, the Agreement; provided that no such publicity releases or other public statements (except for filings or other statements or releases as may be required by Applicable Law) shall be made by either Party without the prior written consent of the other Party. At no time will either Party acquire any rights whatsoever to any trademark, trade name, service mark, logo or other intellectual property right belonging to the other Party. Notwithstanding the foregoing, Host agrees that Provider may, at its sole discretion, take photographs of the installation process of the Project and/or the completed Project, and Provider shall be permitted to use such images (regardless of media) in its marketing efforts, including but not limited to use in brochures, advertisements, websites and news outlet or press release articles. The images shall not include any identifying information without Host permission and the installation site shall not be disclosed beyond the type of establishment (such as "Retail Store," "Distribution Center," or such other general terms), the city and state. Only Provider has the exclusive right to claim that (i) electric energy provided to Host was generated by the Project, (ii) Provider is responsible for the reductions in emissions of pollution and greenhouse gases resulting from the generation of such electric energy and (iii) Provider is entitled to all credits, certificates, registrations, etc., evidencing or representing any of the foregoing except as otherwise expressly provided in this Agreement. However, the terms of this Agreement and information about the Project other than that described above constitutes Confidential Information, as defined below, and is subject to the remaining provisions of this Section 14.

(b) Limits on Disclosure of Confidential Information. Subject to the exceptions set forth below in Section 14(c), each Party agrees that, (i) without the consent of the other Party, it shall not disclose any Confidential Information received from the other Party to any other person and (ii) it shall use any Confidential Information received from the other Party only for the purpose of fulfilling its obligations under this Agreement. Notwithstanding the foregoing, subject to the

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requirements of Section 14(c) below, the Parties may, and shall, disclose any information required to be disclosed under rules, regulations and contracts implementing the Applicable Solar Program or Tax Attributes required to be disclosed by any Governmental Authority under Applicable Law or pursuant to a validly issued subpoena or required filing.

(c) Permissible Disclosures. Provider may provide this Agreement, and any correspondence, notices and other information related to this Agreement to any person who has provided or who is interested in providing construction or permanent financing, or any refinancing thereof, to Provider in connection with the Project. In addition, if a receiving Party is required by Applicable Law, validly issued subpoena or required filing to disclose any Confidential Information provided by the disclosing Party, the receiving Party may make disclosure as required by law, but the receiving Party shall prior to making any disclosure, if lawfully permitted to do so, notify the disclosing Party of the requested disclosure and shall use its reasonable efforts to cooperate with the disclosing Party, but at the expense of the disclosing Party, in any efforts by the disclosing Party to minimize the extent of the Confidential Information disclosed and the persons to whom disclosed. If Host is a public entity subject to the requirements of M.G.L. c. 66, § 10 ("MA Public Records Law") the provisions of the MA Public Records Law will govern Host's obligations under Section 14(b) and this Section 14(c), including Provider's right to raise applicability of the exemptions included in the MA Public Records Law. Notwithstanding any term herein to the contrary, the failure to notify the disclosing Party pursuant to this Section 14(c) shall not be deemed an Event of Default.

(d) Enforcement of Confidentiality Provisions. Each Party acknowledges that it may be impossible to measure the damages which may result from a breach of this Section 14 and agrees that the provisions of this Section 14 may be required to be specifically performed and each Party shall have the right to obtain preliminary and permanent injunctive relief to secure specific performance of the terms of this Section 14. The provisions of this Section 14 shall survive until three years after the effective date of any termination of this Agreement.

## 15. INDEMNIFICATION.

(a) Provider Indemnification. Provider shall indemnify, defend and hold harmless Host and its directors, officers, employees, agents, volunteers, and invitees ("Host's Indemnified Parties"), from and against all Losses incurred by the Host Indemnified Parties to the extent arising from or out of the following: (i) any third party claim for injury to or death of any Person or loss or damage to property to the extent caused by Provider's or Provider's Indemnified Parties (defined below) negligence or willful misconduct; (ii) ) third party claims for penalties or fines arising from a Provider's or Provider's Indemnified Parties violation of Applicable Law; (iii) any failure to properly interconnect or comply with the procedures of the Local Electric Utility or Applicable Law; or (iv) any failure to properly handle or dispose of any Hazardous Materials brought onto the Site by Provider or by any of Provider's employees, agents, volunteers, and invitees and released as a result of the negligence of Provider or Installer or any of Provider's or Installer's employees, agents, volunteers, and invitees. Such duty to indemnify with respect to any injuries to persons or damage to property arising from the generation of electricity from the Project shall not extend to incidents occurring on Host's side of the Point of Delivery except to the extent



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caused by incidents on Provider's side of the Point of Delivery. Such duty to indemnify shall not apply to any action or claim, whether in tort (including negligence and strict liability), contract or otherwise for any loss, injury, or costs resulting from interruptions in service. Provider shall not be obligated to indemnify Host or any Host Indemnified Party for any Loss to the extent such Loss is due to the negligence or willful misconduct of Host or any Host Indemnified Party.

(b) Host Indemnification. To the extent permitted by law, Host shall indemnify, defend and hold Provider, its contractors, subcontractors, shareholders, directors, officers, employees, agents, and invitees, and Financing Party ("**Provider's Indemnified Parties**"), harmless from and against all Losses incurred by the Provider's Indemnified Parties to the extent arising from or out of (i) any third-party claim for injury to or death of any Person or loss or damage to property to the extent caused by the negligence or willful misconduct of any of Host's Indemnified Parties; (ii) Host's violation of Applicable Law; or (iii) the presence, removal or remediation of any Hazardous Materials on the Site (other than any Hazardous Materials brought on to the Site by Provider's Indemnified Parties and improperly stored, disposed of or negligently released by Provider or Installer). Host shall not be obligated to indemnify Provider or any Provider Indemnified Party for any Loss to the extent such Loss is due to the negligence or willful misconduct of Provider or any Provider Indemnified Party.

(c) Notice of Claims. Whenever any claim arises for indemnification under this Agreement, the Indemnified Person shall notify the Indemnifying Party in writing as soon as possible (but in any event prior to the time by which the interest of the Indemnifying Party will be materially prejudiced as a result of its failure to have received such notice) after the Indemnified Person has knowledge of the facts constituting the basis for such claim (the "Notice of Claim"). Such Notice of Claim shall specify all facts known to the Indemnified Person giving rise to the indemnification right and the amount or an assessment of the amount of the liability arising therefrom.

(d) Defense of Claims. The Indemnifying Party has the right, but not the obligation to assume the defense for the matter for which indemnification is sought hereunder. If the Indemnifying Party does not assume the defense, it shall timely pay all costs of legal counsel and case expenses incurred by Indemnified Person in connection with the defense, when and as incurred. If the Indemnifying Party assumes the defense, the Indemnified Person has the right to hire its own, separate counsel to defend it, but the Indemnified Person shall be responsible for the reasonable costs of such separate counsel. The Indemnifying Party shall not consent to the entry of any judgment or enter into any settlement with respect to the matter for which indemnification is sought without the prior written consent of the Indemnified Person (which consent shall not be unreasonably withheld) unless the judgment or settlement involves the payment of money damages only and does not require the acknowledgement of the validity of any claim or admission of any liability by or on behalf of any Indemnified Person.

(e) Payments. At the time that the Indemnifying Party makes any indemnity payments under this Agreement, the indemnification payment shall be adjusted such that the payment will result in the Indemnified Person receiving an indemnity payment equal to the Loss after taking into account (i) all federal, state, and local income taxes that are actually payable to the Indemnified Person with respect to the receipt of such payment and (ii) all national, state, and local tax



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deductions allowable to the Indemnified Person for any items of loss and deduction for which the Indemnified Party is being indemnified.

(f) Survival of Indemnification. The obligations of indemnification hereunder shall survive termination of this Agreement.

**16. REPRESENTATIONS AND WARRANTIES.**

(a) Mutual Representations. Each Party hereby represents and warrants to the other, as of date hereof, that:

(i) Organization. It is duly organized, validly existing and in good standing under the laws of its state of incorporation and of the state in which the Premises are located, respectively, and has the power and authority to enter into this Agreement and to perform its obligations hereunder.

(ii) No Conflict. The execution and delivery of this Agreement and the performance of and compliance with the provisions of this Agreement will not conflict with or constitute a breach of or a default under (1) its organizational documents; (2) any agreement or other obligation by which it is bound; (3) any law or regulation.

(iii) Enforceability. (1) All actions required to be taken by or on the part of such Party necessary to make this Agreement effective have been duly and validly taken; (2) this Agreement has been duly and validly authorized, executed and delivered on behalf of such Party; and (3) this Agreement constitutes a legal, valid and binding obligation of such Party, enforceable in accordance with its terms, subject to laws of bankruptcy, insolvency, reorganization, moratorium or other similar laws.

(iv) No Material Litigation. There are no court orders, actions, suits or proceedings at law or in equity by or before any governmental authority, arbitral tribunal or other body, or threatened against or affecting it or brought or asserted by it in any court or before any arbitrator of any kind or before or by any governmental authority that could reasonably be expected to have a material adverse effect on it or its ability to perform its obligations under this Agreement, or the validity or enforceability of this Agreement.

(b) Host Representations. In addition to the representations and warranties in Section 16(a), Host hereby represents and warrants to Provider, as of date hereof, that:

(i) Condition of Premises. Host has provided to Provider Host's complete and correct records of the physical condition of the Premises. If, during the Development Period, Provider deems such records inadequate for its intended purposes hereunder, it shall so notify Host in writing before commencing installation of the Project, in which event the Host shall reasonably cooperate in Provider's efforts to procure such information as Provider may reasonably require regarding the condition of the Premises. If it is discovered that the actual site conditions on part of, or on the entire Premises upon which all or part of the Project are to be installed, are materially different from the information

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presented by Host and from conditions reasonably visible to Provider during site visits prior to entering this Agreement, then if practicable the rates payable by Host hereunder shall be adjusted to compensate Provider for the cost of design and construction changes and delays actually incurred by Provider in order to adapt the Project to the unknown conditions. If such adjustment is not practicable, Provider shall have other rights under this Agreement.

(ii) Title to Premises. Host is the fee owner of and has good and valid title to [has a valid and enforceable leasehold interest in] the Premises and to Host's knowledge there are no mortgagees, lienholders or other third party claimants to the Premises. There are no encumbrances on the Premises that would interfere with or prevent the development, construction, operation or maintenance of the Project or any portion thereof.

(iii) Host Organization. Host is a municipality organized and existing under the laws of the Commonwealth of Massachusetts.

(c) Provider Representations. In addition to the representations and warranties in Section 16(a), Provider hereby represents and warrants to Host, as of date hereof, that:

(i) Interconnection Agreement and Permits. Provider shall use commercially reasonable efforts to obtain an executed interconnection agreement and all permits for the Project in a timely and efficient manner.

## 17. FORCE MAJEURE; CASUALTY.

(a) Excuse for Force Majeure Event. Except as provided in Section 17(b) or otherwise specifically provided in this Agreement, neither Party shall be considered in breach of this Agreement or liable for any delay or failure to comply with this Agreement, if and to the extent that such delay or failure is attributable to the occurrence of a Force Majeure Event; provided that the Party claiming relief as a result of the Force Majeure Event shall promptly (i) notify the other Party in writing of the existence and details of the Force Majeure Event; (ii) exercise all reasonable efforts to minimize delay caused by such Force Majeure Event; (iii) notify the other Party in writing of the cessation of such Force Majeure Event; and (iv) resume performance of its obligations hereunder as soon as practicable thereafter.

(b) No Excuse for Payment for Prior Services. Excepting a Force Majeure Event which impacts business or banking transactions nationally or globally, in which case such obligations shall be suspended but not excused, obligations to make payments for services provided prior to the Force Majeure Event shall not be excused by a Force Majeure Event.

(c) Casualty; Restoration. In the event of a casualty event, to the extent that such casualty event is attributable to the occurrence of a Force Majeure Event, which destroys all or a substantial portion of the Premises, Host shall elect, within ninety (90) days of such event, whether it will restore the Premises, which restoration will be at the sole expense of Host. If Host does not elect to restore the Premises, then Provider shall not restore the Project and this



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Agreement will terminate without penalty to either Party. If Host does elect to restore the Premises, Host shall provide notice of such election to Provider and Provider shall then elect, within ninety (90) days of receipt of such notice, whether or not to restore the Project, subject to the Parties agreeing on a schedule for the restoration of the Premises and an equitable extension to the Term of this Agreement. If the Parties are not able to so agree or if Provider does not elect to restore the Project, Provider shall promptly remove any portions of the Project remaining on the Premises, and this Agreement shall terminate without penalty to either Party. If Provider does elect to restore the Project, it shall do so at its sole expense. In the event of termination of this Agreement pursuant to this Section 17(c), (i) the Parties shall not be released from any payment or other obligations arising under this Agreement prior to the casualty event; and (ii) the confidentiality provisions of Section 14, the indemnity obligations under Section 15, and the dispute resolution provisions of Section 23 shall continue to apply notwithstanding the termination of this Agreement.

If any damage to the Project is caused by the negligence or willful misconduct of Host or Host's employees, agents, or invitees, Provider shall send written notice to Host specifying (i) the reasonable and documented expenses for repair and replacement of the Project, and (ii) documented lost revenue for sales of electricity and solar incentives (including, but not limited to, Applicable Solar Program, Tax Attributes, Environmental Attributes) that would have been received based on the estimated energy production of the Project. Host shall have thirty (30) days from the receipt of such notice to review the information contained within such notice. Any undisputed amounts shall be due and payable within thirty (30) days after Provider's notice. If Host disagrees with any information contained in such notice, Host shall provide written notice to Provider within the Host's thirty (30) day review period. In the event of a dispute, Host and Provider shall use good faith to resolve such dispute and agree upon a reimbursement amount. Once Host and Provider have agreed upon the reimbursement amount, Host shall pay such agreed amount within thirty (30) days after agreement and in the event there is no dispute, then within thirty (30) days after receipt of the notice.

(d) Termination for Force Majeure Event. Notwithstanding anything to the contrary in this Section 17, if nonperformance on account of a Force Majeure Event continues beyond a continuous period of three hundred and sixty-five (365) days, then either Party shall have the right to terminate this Agreement upon thirty (30) days' notice to the other. Upon such termination, Provider shall be required to decommission and remove the Project from the applicable Site in accordance with the Lease (unless there has been a casualty event, in which case the provisions of clause (c) above shall apply to the removal of the Project). In the event of such a termination of this Agreement with respect to the Project, the Parties shall not be released from any payment or other obligation arising under this Agreement which accrued prior to the shutdown of the Project or the Premises and the indemnity, confidentiality and dispute resolution provisions of this Agreement shall survive the termination of this Agreement.

**18. CHANGE IN LAW.**

In the event there is a Change in Law that is applicable to the operation of the Project, the sale of electric energy produced by the Project, or any other obligation of the Provider hereunder, and compliance with the Change in Law results in an increase in Provider's costs to operate and/or



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maintain the Project, Provider will submit to Host and PowerOptions within 60 days a written notice setting forth, in reasonable detail, the following: (i) the applicable Change in Law; (ii) the manner in which such Change in Law increases Provider's costs; and (iii) Provider's proposed adjustment to the then applicable and future rates for electric energy in this Agreement to reflect such increases in costs. Host agrees to an adjustment in the then applicable and future prices such that the new prices compensate Provider for the total cost increase arising from the Change in Law and said adjustment will remain in effect for as long as the costs arising from the Change in Law continue to be incurred by the Provider; provided, however any such increase shall be no greater than ten percent (10%) of the prices set forth in Exhibit A for the Term of this Agreement.

**19. PROVIDER DEFAULT AND HOST REMEDIES.**

(a) Provider Events of Default. Provider shall be in default of this Agreement if any of the following ("Provider Events of Default") shall occur:

(i) Misrepresentation. Any representation or warranty by Provider under Section 16, is incorrect or incomplete in any material way, or omits to include any information necessary to make such representation or warranty not materially misleading, and such defect is not cured within thirty (30) days after receipt of written notice from Host identifying the defect.

(ii) Abandonment During Installation. After commencement of installation of the Project, Provider abandons installation of the Project for thirty (30) days and fails to resume installation within thirty (30) days after receipt of notice from Host stating that, in Host's reasonable determination, Provider has abandoned installation of the Project.

(iii) Failure to Operate. After the Commercial Operation Date, Provider fails to operate the Project for a period of 90 days which failure is not due to equipment failure, or damage to the Project, act of governmental authority, or exercise of Provider's rights under this Agreement, or otherwise excused by the provisions of Section 17(b) (relating to Force Majeure Events), and Provider fails to resume operation within thirty (30) days after receipt of notice from Host stating that, in Host's reasonable determination, Provider has ceased operation of the Project for a period of ninety (90) consecutive days, provided, however, that such thirty (30) day cure period shall be extended by the number of calendar days during which Provider is prevented, through no fault of its own, from taking curative action if Provider had begun curative action and was proceeding diligently, using commercially reasonable efforts, to complete such curative action.

(iv) Obligation Failure. Provider fails to perform any obligation hereunder, such failure is material, such failure is not excused by the provisions of Section 17(b) (relating to Force Majeure Events), and such failure is not cured within: (A) ten (10) days if the failure involves a failure to make payment when due or maintain required insurance; or (B) sixty (60) days if the failure involves an obligation other than payment or the maintenance of insurance, after receipt of notice from Host identifying the failure.

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(v) Insolvency. Provider (A) applies for or consents to the appointment, or the taking of possession by, a receiver, custodian, trustee or liquidator of itself or a substantial portion of its property; (B) admits in writing its inability, or is generally unable, to pay its debts as such debts become due; (C) makes a general assignment for the benefit of its creditors; (D) commences a voluntary case under any bankruptcy law; (E) files a petition seeking to take advantage of any other law relating to bankruptcy, insolvency, reorganization, winding up, or composition or readjustment of debts; (F) acquiesces in, or fails to contest in a timely manner, any petition filed against Provider in an involuntary case under bankruptcy law or seeking to dissolve Provider under other Applicable Law and such petition is not dismissed within 90 days; or (G) takes any action authorizing its dissolution.

(vi) Provider has an Event of Default which results in termination under the Lease.

(b) Financing Party Opportunity to Cure; Host Remedies. Subject to the right of the Financing Party to cure a Provider Event of Default, as set forth in Section 21, upon a Provider Event of Default, if Provider or Financing Party does not cure such Provider Event of Default in accordance with the terms hereof, Host may terminate this Agreement, seek to recover damages for costs of replacement electricity and pursue any and all other remedies available at law or equity.

## 20. HOST DEFAULT AND PROVIDER REMEDIES.

(a) Host Events of Default. Host shall be in default of this Agreement if any of the following ("Host Events of Default") shall occur:

(i) Misrepresentation. Any representation or warranty by Host under Section 16, is incorrect or incomplete in any material way, or omits to include any information necessary to make such representation or warranty not materially misleading, and such defect is not cured within 30 calendar days after receipt of written notice from Provider identifying the defect.

(ii) Obstruction. Host (i) obstructs commencement of installation of the Project; (ii) fails to take any reasonable actions required by this Agreement or requested by Provider or necessary for the interconnection of the Project; or (iii) fails to take electric energy produced by the Project; and, in any of these circumstances, fails to correct such action or inaction, as the case may be, within fifteen (15) Business Days after receipt of written notice from Provider with respect to such act or omission.

(iii) Payment Failure. Host fails to make any payment due under the terms of this Agreement, and fails to make such payment within ten (10) Business Days after receipt of notice thereof from Provider.

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(iv) Obligation Failure. Host fails to perform any obligation hereunder, such failure is material, such failure is not excused by the provisions of Section 17(b) (relating to Force Majeure Events), and such failure is not cured within: (A) ten (10) Business Days if the failure involves a failure to maintain required insurance; or (B) sixty (60) calendar days if the failure involves an obligation other than payment or the maintenance of insurance, after receipt of notice from Provider identifying the failure.

(v) Insolvency. Host (A) applies for or consents to the appointment, or the taking of possession by, a receiver, custodian, trustee or liquidator of itself or a substantial portion of its property; (B) admits in writing its inability, or be generally unable, to pay its debts as such debts become due; (C) makes a general assignment for the benefit of its creditors; (D) commences a voluntary case under any bankruptcy law; (E) files a petition seeking to take advantage of any other law relating to bankruptcy, insolvency, reorganization, winding up, or composition or readjustment of debts; (F) acquiesces in, or fails to contest in a timely manner, any petition filed against Host in an involuntary case under bankruptcy law or seeking to dissolve Host under other Applicable Law; or (G) takes any action authorizing its dissolution.

(vi) Host has an Event of Default which results in termination under the Lease.

(b) Default Damages. Upon a Host Event of Default, Provider may require Host to pay to Provider the Early Termination Amount, whereupon this Agreement shall terminate immediately. Alternatively, Provider may elect to sell electricity produced by the Project to persons other than Host, and recover from Host any loss in revenues resulting from such sales; and/or pursue other remedies available at law or in equity. If necessary to sell electricity to persons other than Host, Host shall allow Provider to add a new meter dedicated to the solar Project, change the point of interconnection, and/or will support Provider with necessary approvals to change the Schedule Z. After Provider's receipt of such Early Termination Amount pursuant to this Section 20(b), Provider shall collect no additional damages resulting from lost revenues from sales of electricity from the Project.

(c) Survival of Lease, Access Rights and Easement. Upon a Host Event of Default, unless Host pays the Early Termination Amount to Provider in full thus terminating this PPA, Provider may, in its exercise of remedies pursuant to Section 20(b), make continued use of, and Host may not terminate the Lease. Provider shall not be obligated to pay any rent or other consideration for the use of such rights or interests.

## 21. COLLATERAL ASSIGNMENT, FINANCING PROVISIONS.

(a) Financing Arrangements. Provider shall not sell, transfer or assign (collectively, an "**Assignment**") this Agreement or any interest therein, without the prior written consent of Host, which shall not be unreasonably withheld, conditioned or delayed, provided, however that Provider may mortgage, pledge, grant security interests, assign, or otherwise encumber its interests in this Agreement to any persons providing debt or equity financing for the Project. Further, Host acknowledges that Provider may obtain construction financing for the Project from a third party



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and that Provider may either obtain term financing secured by the Project or sell or assign the Project to a Financing Party or may arrange other financing accommodations from one or more financial institutions and may from time to time refinance, or exercise purchase options under, such transactions. Host acknowledges that in connection with such transactions Provider may secure Provider's obligations by, among other collateral, an assignment of this Agreement and a first security interest in the Project. In order to facilitate such necessary sale, conveyance, or financing, and with respect to any lender or lessor, as applicable, Host agrees as follows:

(i) Consent to Sale and to Collateral Assignment. Host hereby consents to both the sale of the Project to a Financing Party and the collateral assignment to the Financing Party of the Provider's right, title and interest in and to this Agreement.

(ii) Rights of Financing Party. Notwithstanding any contrary term of this Agreement:

(A) Step-In Rights. The Financing Party, as owner of the Project, or as collateral assignee of this Agreement, shall be entitled to exercise, in the place and stead of Provider, any and all rights and remedies of Provider under this Agreement in accordance with the terms of this Agreement. The Financing Party shall also be entitled to exercise all rights and remedies of owners or secured parties, respectively, generally with respect to this Agreement and the Project;

(B) Opportunity to Cure Default. The Financing Party shall have the right, but not the obligation, to pay all sums due under this Agreement and to perform any other act, duty or obligation required of Provider hereunder or cause to be cured any default of Provider hereunder in the time and manner provided by the terms of this Agreement. Nothing herein requires the Financing Party to cure any default of Provider under this Agreement or (unless the Financing Party has succeeded to Provider's interests under this Agreement or has otherwise assumed Provider's obligations) to perform any act, duty or obligation of Provider under this Agreement, but Host hereby gives it the option to do so;

(C) Exercise of Remedies. Upon the exercise of remedies, including any sale of the Project by the Financing Party, whether by judicial proceeding or under any power of sale contained therein, or any conveyance from Provider to the Financing Party (or any assignee of the Financing Party as defined below) in lieu thereof, the Financing Party shall give written notice to Host of the transferee or assignee of this Agreement. Any such exercise of remedies shall not constitute a default under this Agreement;

(D) Cure of Bankruptcy Rejection. Upon any rejection or other termination of this Agreement pursuant to any process undertaken with respect to Provider under the United States Bankruptcy Code, at the request of Financing Party made within ninety (90) days of such termination or rejection, Host shall enter into a new agreement with Financing Party or its assignee having substantially the same terms and conditions as this Agreement.



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(iii) Right to Cure.

(A) Cure Period. Host will not exercise any right to terminate or suspend this Agreement unless it shall have given the Financing Party a copy of Host's prior written notice to Provider of its intent to terminate or suspend this Agreement, as required by this Agreement, specifying the condition giving rise to such right, and the Financing Party shall not have caused to be cured the condition giving rise to the right of termination or suspension within sixty (60) days after such notice or (if longer) the periods provided for in this Agreement; provided that if such Provider default reasonably cannot be cured by the Financing Party within such period and the Financing Party commences and diligently and continuously pursues cure of such default within such period, such period for cure will be extended for a reasonable period of time under the circumstances, such period not to exceed an additional sixty (60) days. The Parties' respective obligations will otherwise remain in effect during any cure period.

(B) Continuation of Agreement. If the Financing Party or its assignee (including any purchaser or transferee), pursuant to an exercise of remedies by the Financing Party, shall acquire title to or control of Provider's assets and shall, within the applicable time periods described in Section 21(a)(iii)(A) above, cure all defaults under this Agreement existing as of the date of such change in title or control in the manner required by this Agreement and which are capable of cure by a third person or entity then such Person shall no longer be in default under this Agreement, and this Agreement shall continue in full force and effect. If the Financing Party notified Host in writing within such sixty (60) day period that it must foreclose on Provider's Interest or otherwise take possession of Provider's interest under this Agreement in order to cure the default (the "**Foreclosure Notice**"), the Host shall not terminate this Agreement and shall permit the Financing Party a reasonable period of time, which shall be outlined in the Foreclosure Notice, as may be necessary for such Financing Party, with the exercise of due diligence, to foreclose or acquire Provider's interest under this Agreement and to perform or cause to be performed all of the covenants and agreements of Provider under this Agreement and the Lease.

(b) Financing Party a Third Party Beneficiary. Host agrees and acknowledges that Financing Party is a third party beneficiary of the provisions of this Section 21.

(c) Entry to Consent to Assignment. Host agrees to (i) execute any reasonable consents to assignment or acknowledgements and (ii) provide such opinions of counsel as may be reasonably requested by Provider and/or Financing Party in connection with such financing or sale of the Project.

**22. LIMITATIONS ON DAMAGES.**

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NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT OR THE LEASE, AND EXCEPT AS PROVIDED IN THIS AGREEMENT IN SECTIONS 10, 19(B) AND 20(B), NEITHER PARTY NOR ANY OF ITS INDEMNIFIED PERSONS SHALL BE LIABLE TO THE OTHER PARTY OR ITS INDEMNIFIED PERSONS FOR ANY SPECIAL, PUNITIVE, EXEMPLARY, INDIRECT, OR CONSEQUENTIAL DAMAGES, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT. FOR GREATER CLARITY, IT IS AGREED BY THE PARTIES THAT THE EARLY TERMINATION PAYMENT AND ANY PAYMENT BY HOST SPECIFICALLY ADDRESSED HEREIN, INCLUDING WITHOUT LIMITATION, UNDER SECTION 10, ARE CONSIDERED DIRECT DAMAGES. FOR BREACH OF ANY PROVISION FOR WHICH AN EXPRESS REMEDY OR MEASURE OF DAMAGES IS PROVIDED IN THIS AGREEMENT, THE LIABILITY OF THE DEFAULTYING PARTY SHALL BE LIMITED AS SET FORTH IN SUCH PROVISION AND ALL OTHER DAMAGES ARE HEREBY WAIVED.

Notwithstanding anything to the contrary, Provider's total combined liability to Host under this Agreement and the Lease (whether due to breach of contract, negligence, strict liability or any other cause) shall not exceed, for all claims, a total amount of Provider's commercial general liability policy limit (combined single limit); provided that claims by Host for indemnity related to third-party claims as provided under Section 15(a) shall not be subject to such limit.

## 23. DISPUTE RESOLUTION.

(a) Negotiation Period. The Parties shall negotiate in good faith and attempt to resolve any dispute, controversy or claim arising out of or relating to this Agreement (a "**Dispute**") within 30 days after the date that a Party gives written notice of such Dispute to the other Party, except that a Party may seek injunctive relief to prevent irreparable harm without first proceeding or completing any dispute resolution proceedings.

(b) Jurisdiction, Venue, and Jury Trials. If despite the efforts, if any, to negotiate, the Parties do not resolve the Dispute within the negotiation period described above, then each Party irrevocably consents to the exclusive jurisdiction of the state and federal courts sitting in Massachusetts, in connection with any action related to the Dispute. Each Party agrees that process may be served upon it in any manner authorized by such courts and that it waives all objections which it might otherwise have to such jurisdiction and process. Further, each Party irrevocably waives all of its rights to a trial by jury with respect to any such action.

(c) Survival of Dispute Provisions. The provisions of this Section 23 and Section 25 shall survive any termination of this Agreement and shall apply (except as provided herein) to any disputes arising out of this Agreement.

## 24. NOTICES.

Delivery of Notices. All notices or other communications which may be or are required to be given by any Party to any other Party pursuant to this Agreement shall be in writing and shall



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be either (i) delivered by hand; (ii) mailed by first-class, registered or certified mail, return receipt requested, postage prepaid; (iii) delivered by a recognized overnight or personal delivery service; transmitted by email if receipt of such transmission by email is specifically acknowledged by the recipient (automatic responses not being sufficient for acknowledgement), addressed as follows:

If to Host:

City of Melrose
562 Main St
Melrose, MA 02176
Attention: City Solicitor Shannon Phillips
Email: sphillips@cityofmelrose.org

If to Provider:

Solect Energy Development LLC
89 Hayden Rowe Street
Hopkinton, Massachusetts 01748
Attention: Legal Notices
Email: legal@solect.com

Notices shall be effective when delivered (or in the case of email, when acknowledged by the recipient) in accordance with the foregoing provisions, whether or not (except in the case of email transmission) accepted by, or on behalf of, the Party to whom the notice is sent.

Each Party may designate by Notice in accordance with this section to the other Party a new address to which any notice may thereafter be given.

**25. MISCELLANEOUS.**

(a) Governing Law. This Agreement shall be governed by the laws of the Commonwealth of Massachusetts, without regard to principles of conflicts of law, and including principles of good faith and fair dealing that will apply to all dealings under this Agreement.

(b) Rules of Interpretation. Section headings are for convenience only and shall not affect the interpretation of this Agreement. References to sections are, unless the context otherwise requires, references to sections of this Agreement. The words "hereto", "hereof" and "hereunder" shall refer to this Agreement as a whole and not to any particular provision of this Agreement. The word "person" shall include individuals; partnerships; corporate bodies (including but not limited to corporations, limited partnerships and limited liability companies); non-profit corporations or associations; governmental bodies and agencies; and regulated utilities. The word "including" shall be deemed to be followed by the words "without limitation". In the event of any conflict between the text of this Agreement and the contents of an exhibit hereto, the text of this Agreement shall govern.



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(c) Severability. If any non-material part of this Agreement is held to be unenforceable, the rest of the Agreement will continue in effect. If a material provision is determined to be unenforceable and the Party which would have been benefited by the provision does not waive its unenforceability, then the Parties shall negotiate in good faith to amend the Agreement to restore to the Party that was the beneficiary of such unenforceable provision the benefits of such provision. If the Parties are unable to agree upon an amendment that restores the Party's benefits, the matter shall be resolved under Section 23, and the court will modify the unenforceable provision in order to restore to the Party that was the beneficiary of the unenforceable provision the economic benefits of such provision.

(d) Amendment and Waiver. This Agreement may only be amended by a writing signed by both Parties. Any waiver of any of the terms hereof shall be enforceable only to the extent it is waived in a writing signed by the Party against whom the waiver is sought to be enforced. Any waiver shall be effective only for the particular event for which it is issued and shall not constitute a waiver of a subsequent occurrence of the waived event nor constitute a waiver of any other provision hereof, at the same time or subsequently.

(e) Assignment. Except as provided in Section 21(a), neither Party may assign, sell, transfer or in any other way convey its rights, duties or obligations under this Agreement, either in whole or in part, without the prior written consent of the other Party which consent shall not be unreasonably withheld or delayed, except that without consent of Host, Provider (i) may assign its rights and obligations hereunder to an Affiliate of Provider and (ii) may sell or collaterally assign this Agreement in accordance with Section 21. For purposes of this Section 25(e), transfer does not include any sale of all or substantially all of the assets of Provider or Host or any merger of Provider or Host with another person, whether or not Provider or Host is the surviving entity from such merger, or any other change in control of Provider or Host, provided any such surviving entity assumes all obligations of Provider or Host, as appropriate, under this Agreement.

(f) No Joint Venture. This Agreement does not create a joint venture, partnership or other form of business association between the Parties.

(g) Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Delivery of signature by fax, or scan delivered by email, receipt acknowledged, or electronic signature are effective to bind a Party hereto.

(h) Relation of the Parties. The relationship between Provider and Host shall not be that of partners, agents, or joint ventures for one another, and nothing contained in the Agreement shall be deemed to constitute a partnership or agency agreement between them for any purposes, including federal income tax purposes. Provider and Host, in performing any of their obligations hereunder, shall be independent contractors or independent parties and shall discharge their contractual obligations at their own risk.

(i(i) CORI. With respect to Projects to be installed at Massachusetts public schools, the Host shall have the right to conduct a check of the Criminal Offender Record Information (CORI)

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maintained by the Massachusetts Criminal History Board, and the Massachusetts Sex Offender Record Information (SORI) maintained by the Massachusetts Sex Offender Registry Board, for any officer or employee of the Provider or of a subcontractor of the Provider who will work at the Premises. Notwithstanding any other provision of the Agreement, the Host may refuse to allow any such employee to work on the project if the Host, in its sole discretion, determines that such employee is not suitable for work on the project based on the results of such CORI or SORI. The Host shall keep such information in a confidential file. With respect to Projects to be installed at public schools in other states, similar criminal offender and sex offender information maintained by the state shall apply, and Host shall have discretion regarding employment of such registered offenders.

(j) Notwithstanding anything in this Agreement to the contrary, Host shall have no obligation to assign to Provider any right or interest which gives the Provider greater rights or interests in the Premises or any other property owned or controlled by the Host than the rights and interests contemplated in this Agreement.

(rest of page left blank intentionally – signatures appear on next page)

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IN WITNESS WHEREOF, intending to be legally bound hereby, Provider and Host have executed this Power Purchase Agreement as of the date first set forth above.

**Solect Energy Development LLC, a Massachusetts limited liability company**

By: _____

Name (printed): _____

Title: _____

Date: _____

**City of Melrose**

By: _____

Name (printed): Paul Brodeur_____

Title: Mayor, City of Melrose_____

Date: _____

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## GLOSSARY OF TERMS

"Access Rights" means the rights more fully described in the Lease for Provider and its designees, including Installer, to enter upon and cross the Site to install, operate, maintain, repair and remove the Project, and to interconnect the Project with the Local Electric Utility and to provide water, electric and other services to the Project.

"Affiliate" means, as to any Person, any other Person which, directly or indirectly, is in control of, is controlled by, or is under common control with, such Person. For purposes of this definition, "control" of a Person means the power, directly or indirectly, to direct or cause the direction of the management and policies of such Person whether by contract or otherwise.

"Agreement" means this Power Purchase Agreement, including all exhibits attached hereto, as the same may be amended from time to time in accordance with the provisions hereof.

"Applicable Law" means any constitutional provision, law, statute, rule, regulation, ordinance, treaty, order, decree, judgment, decision, certificate, holding, injunction, registration, license, franchise, permit, authorization, or guideline issued by a Governmental Authority that is applicable to a Party to this Agreement or the transaction described herein. Applicable Law also includes an approval, consent or requirement of any Governmental Authority having jurisdiction over such Party or its property, enforceable at law or in equity.

"Applicable Solar Program" means the state laws, rules, and regulations that govern the solar incentives, rights and obligations (e.g., SMART), as may be amended from time to time, by the authorities having legal jurisdiction where the Project will be installed and where the benefits will be realized.

"Avoided Energy Price" means the rate, expressed in $/kWh, set forth in Exhibit A for purposes of calculating any credits owed to Host pursuant to Section 5(b). The Year 1 Avoided Energy Price shall be the average applicable tariff rate per kWh, at the time of execution of the Power Purchase Agreement, that Host would have paid for full requirements delivered electric service (which shall include energy-related charges such as delivery, service, distribution, or taxes, but excluding demand and other related charges) from its Local Electric Utility, with a 3% annual escalation rate applied to each subsequent Guarantee Year.

"Business Day" means a day other than Saturday, Sunday, or other day on which commercial banks in Massachusetts are authorized or required by law to be closed.

"Capacity Value" means such capacity value as determined by market rules established by ISO-NE. Provider is the owner of the capacity value of the Project and shall have the right to participate in ISO-NE's Forward Capacity market at their discretion through an aggregator or as an ISO-NE Market Participant. The Provider shall sell the capacity of the Project into the Forward Capacity Market by the later of twelve (12) months from the Commercial Operation Date or the first date available to participate in the Forward Capacity Auction; if not, the Provider relinquishes ownership of the Capacity Value of the Project to the Host.

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"Change in Law" means that after the date of this Agreement, an Applicable Law is amended, modified, nullified, suspended, repealed, found unconstitutional or unlawful, or changed or affected in any material respect by any Applicable Law. Change in Law does not include changes in federal or state income tax laws. Change in Law does include material changes in the interpretation of an Applicable Law.

"Commercial Operation Date" means the date, which shall be specified by Provider to Host pursuant to Section 4(d), when the Project is physically complete and has successfully completed all performance tests and satisfies the interconnection requirements of the Local Electric Utility.

"Confidential Information" means information of a confidential or proprietary nature, whether or not specifically marked as confidential. Such information shall include, but not be limited to, any documentation, records, listing, notes, data, computer disks, files or records, memoranda, designs, financial models, accounts, reference materials, trade-secrets, prices, strategic partners, marketing plans, strategic or other plans, financial analyses, customer names or lists, Project opportunities and the like, provided however that Confidential Information does not include information which (i) was in the possession of the receiving Party before receipt from the disclosing Party; (ii) is or becomes publicly available other than as a result of unauthorized disclosure by the receiving Party; (iii) is received by the receiving Party from a third party not known by the receiving Party with the exercise of reasonable diligence to be under an obligation of confidentiality respecting the information; or (iv) is independently developed by the receiving Party without reference to information provided by the disclosing Party; or, if applicable (v) is the subject of a lawful disclosure request under the Public Records Law, M.G.L. c.66, §10 or any other applicable public disclosure laws governing Host.

"Construction Start Date" means sixty (60) days after receipt of (i) executed interconnection agreement for the Project and (ii) all permits, which shall be extended day-by-day for Force Majeure Events.

"Delay Liquidated Damages" means the daily payment of (i) $0.250/day/kW, not to exceed $15/kW in the aggregate, if Provider fails to achieve the Commercial Operation Date by the Guaranteed Commercial Operation Date in accordance with and subject to Section 2(e).

"Dispute" means a controversy or claim arising out of or relating to this Agreement.

"Early Termination Amount" (a) for terminations occurring after the first to occur of transfer of the Project to a Financing Party or the Commercial Operation Date, means an amount determined in accordance with Exhibit B, as of the applicable anniversary date set forth thereon, which includes all lost revenues from the sale or utilization of electrical energy, Environmental Attributes, or Tax Attributes, provided however, (b) in the event Host becomes liable for payment of the Early Termination Amount prior to the first to occur of the events listed in (a), Host shall instead pay to Provider a termination payment equal to the sum of the following, not to exceed the Early Termination Amount for Year 1 set forth in Exhibit B: (1) all fees, costs and expenses reasonably incurred which are either paid by Provider, or which Provider is obligated to pay and does pay, to third parties for permits, interconnection application fees and studies,



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SMART incentives and other Governmental Authority and Utility approvals; and (2) all fees, costs and expenses reasonably incurred which are either paid by Provider, or which Provider is obligated to pay and does pay, to subcontractors and suppliers as of the termination date for design, engineering and procurement of equipment and other materials included in the Project, including any battery energy storage system and including the expenses and cancellation charges reasonably incurred and paid by Provider in termination of contracts and purchase orders pertaining to the System and the Installation Work; and (3) charges for Provider's internal engineering manpower and materials reasonably expended developing the Project up to the termination date based on Provider's labor rate sheet attached hereto as Exhibit H, which may be reasonably adjusted for inflation (in writing) on an annual basis, and, in the case of the costs described in sub-clauses (1) and (2) only, plus an amount equal to eighteen percent (18%) of such costs.

"Effective Date" shall have the meaning assigned to such term in the recitals.

"Electric Service Provider" means any person, including the Local Electric Utility, authorized by the Commonwealth of Massachusetts to provide electric energy and related services to retail users of electricity in the area in which the Site is located.

"Environmental Attributes" means Renewable Energy Certificates, carbon trading credits, emissions reductions credits, emissions allowances, green tags, Green-e certifications, or other entitlements, certificates, products, or valuations attributed to the Project and its displacement of conventional energy generation, or any other entitlement pursuant to any federal, state, or local program applicable to renewable energy sources, whether legislative or regulatory in origin, as amended from time to time, and excluding, for the avoidance of doubt, any Tax Attributes and the Applicable Solar Program.

"Estimated Annual Production" means the annual estimate of electricity generated by the Project for any given year. The Estimated Annual Production for each year of the Term is set forth in Exhibit F.

"Expiration Date" means the date on which the Agreement terminates by reason of expiration of the Term.

"Fair Market Value" means the price that would be paid in an arm's length, free market transaction, in cash, between an informed, willing seller and an informed, willing buyer (who is neither a lessee in possession nor a used equipment or scrap dealer), neither of whom is under compulsion to complete the transaction, taking into account, among other things, the age and performance of the Project and advances in solar technology, provided that installed equipment shall be valued on an installed basis and costs of removal from a current location shall not be a deduction from the valuation.

"Financing Party" means a Project Lessor or Lender.

"Force Majeure Event" means any act or event that prevents the affected Party from performing it obligations in accordance with this Agreement, if such act or event is beyond the

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reasonable control, and not the result of the fault or negligence, of the affected Party and such Party had been unable to overcome such act or event with the exercise of due diligence (including the expenditure of reasonable sums). Subject to the foregoing, Force Majeure Event may include but are not limited to the following acts or events: (i) natural phenomena, such as storms, hurricanes, floods, lightning and earthquakes; (ii) explosions or fires arising from lightning or other causes unrelated to the acts or omissions of the Party seeking to be excused from performance; (iii) acts of war or public disorders, civil disturbances, riots, insurrection, sabotage, declared state of emergency or public health emergency, pandemic, government mandated quarantine or travel ban, epidemic, terrorist acts, or rebellion; (iv) acts or omissions of Governmental Authorities, including the Local Electric Utility to the extent not caused by the action or inaction of Provider; and (v) strikes or labor disputes (except involving employees of the affected Party). Force Majeure Events shall not include equipment failures or acts or omissions of agents, suppliers or subcontractors, except to the extent such acts or omissions arise from a Force Majeure Event. Changes in prices for electricity shall not constitute Force Majeure Events.

"Governmental Authority" means any international, national, federal, provincial, state, municipal, county, regional or local government, administrative, judicial or regulatory entity operating under any Applicable Laws and includes any department, commission, bureau, board, administrative agency or regulatory body of any government.

"Guaranteed Commercial Operation Date" means 270 days from the Construction Start Date, which shall be extended day-by-day for Force Majeure Events and for other events outside of Provider's reasonable control.

"Hazardous Materials" means all hazardous or toxic substances, wastes or other pollutants, including petroleum, petroleum hydrocarbons or petroleum products, petroleum by-products, radioactive materials, asbestos or asbestos-containing materials, gasoline, diesel fuel, pesticides, radon, urea formaldehyde, lead or lead-containing materials, polychlorinated biphenyls; and any other chemicals, materials, substances or wastes in any amount or concentration which are now included in the definition of "hazardous substances," "hazardous materials," "hazardous wastes," "extremely hazardous wastes," "restricted hazardous wastes," "toxic substances," "toxic pollutants," "pollutants," "regulated substances," "solid wastes," or "contaminants" or words of similar import, under any Applicable Law.

"Host" means the entity identified as Host in the recitals, and all successors and assigns.

"Indemnified Person" means the person who asserts a right to indemnification under Section 15.

"Indemnifying Party" means the Party who has the indemnification obligation under Section 15 to the Indemnified Person.

"Initial Period" has the meaning provided in Section 2.

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"Installation Work" means the construction and installation of the Project and the start-up, testing and acceptance (but not the operations and maintenance) thereof, all performed by or for Provider at the Premises.

"Installer" means Solect Energy Development, LLC, the person designated by Provider to install the Project on the Premises.

"Land Registry" means the office where real estate records for the Site are customarily filed.

"Lease" has the meaning provided in the Recitals hereof.

"Lender" means persons providing construction or permanent financing to Provider in connection with installation of the Project.

"Liens" has the meaning provided in Section 8(c).

"Local Electric Utility" means the entity authorized and required under Applicable Law to provide electric distribution service to Host at the Site.

"Losses" means any and all losses, liabilities, claims, demands, suits, causes of action, judgments, awards, damages, cleanup and remedial obligations, interest, fines, fees, penalties, costs, and expenses (including all attorney's fees and other costs and expenses incurred in defending any such claims or matters or in asserting or enforcing any indemnity obligation).

"Net Metering" means the process of measuring the difference between electricity delivered by a Local Electric Utility to a customer and electricity generated by a solar system and fed back to the Local Electric Utility, as set forth in Applicable Law.

"Net Metering Credit" shall mean the monetary value of the excess electricity generated by a Project, and credited to the Host by the Local Electric Utility, as set forth in Applicable Law.

"Operations Period" has the meaning provided in Section 2.

"Operations Year" means a twelve month period beginning at 12:00 am on an anniversary of the Commercial Operations Date and ending at 11:59 pm on the day immediately preceding the next anniversary of the Commercial Operations Date, provided that the first Operations Year shall begin on the Commercial Operations Date.

"Party" means either Host or Provider, as the context shall indicate, and "Parties" means both Host and Provider, collectively.

"Point of Delivery" has the meaning set forth in Section 5(a) and Exhibit E.

"Premises" means the portions of the Site described on Exhibit D.

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"Production Excess" has the meaning set forth in Section 7(b)(i).

"Project" means an integrated system for the generation of electricity from solar energy consisting of the photovoltaic panels and associated equipment to be installed on each of the Premises in accordance with this Agreement.

"Project Lessor" means, if applicable, any Person to whom Provider transferred the ownership interest in the Project, subject to a leaseback of the Project from such Person.

"Provider" means Solect Energy Development LLC.

"Relocation Event" means the relocation of the Project, starting at the shutdown of the Project pursuant to such relocation, and ending at the commercial operation of the Project when such relocated Project is reinstalled at a new location, as determined by the Provider in its reasonable discretion.

"Renewable Energy Certificate" or "REC" means a certificate, credit, allowance, green tag, or other transferable indicia, howsoever entitled, created by an applicable program or certification authority indicating generation of a particular quantity of energy, or product associated with the generation of a megawatt-hour (MWh) from a renewable energy source by a renewable energy Project.

"SMART Incentive Payment Effective Date" means the date on which the SMART incentive payment becomes effective as determined by the Local Electric Utility.

"Site" means the real property described on Exhibit C attached hereto.

"Tax Attributes" means the investment tax credits (including any grants or payments in lieu thereof) and any tax deductions or other benefits under the Internal Revenue Code or applicable federal, state, or local law available as a result of the ownership and operation of the Project or the output generated by the Project (including, without limitation, tax credits (including any grants or payments in lieu thereof) and accelerated and/or bonus depreciation.)

"Term" shall have the meaning provided in Section 2 hereof.

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EXHIBIT A

ENERGY PURCHASE PRICES

The PPA $/kWh rates set forth in this Exhibit A are dependent on Provider's good faith assumptions around the Pricing Elements set forth below, and are in accordance with the rules of the PowerOptions Solar and Storage Program. The actual SMART Incentive Payment Rate will be established upon receipt of the SMART Statement of Qualification from Massachusetts Department of Energy Resources. Upon receipt of the Statement of Qualifications, Provider shall forward a copy to Host.

Block 10

| | |
|---|---|
| SMART Incentive Amount | $0.05819 |
| PPA Rate ($/kWh) | $0.1590 |

Assumptions around Pricing Elements:

- Additional utility interconnection costs. Prices shown include budgeted interconnection costs and exclude costs (if any) for utility engineering studies or system upgrades.
- PPA Rate assumes Project is exempt from personal property tax.
- Prices shown do not include costs required to comply with additional site work, stormwater management infrastructure, environmental compliance or remediation, or Orders of Conditions, as required by local AHJ (i.e. Planning Board, Conservation Commissions).
- Federal investment tax credit amount will reflect the calendar year in which installation begins.
- Steel pricing for ground mounted or canopy structures. A change in price shall be considered material when the price of the applicable steel product or products changes by 5% percent or more between the Effective Date and the Construction Commencement Date based on the benchmark prices published by CME group U.S. Midwest Hot-Rolled Coil Index (CRU), https://www.cmegroup.com/markets/metals/ferrous/hrc-steel.contractSpecs.html or such other steel index as is agreed with PowerOptions.

Variations:

Should the actual values of the Pricing Elements materially differ from the assumed values, Provider will prepare a Final PPA Rate in accordance with the rules of the PowerOptions Solar plus Storage program. Such Final PPA Rate will be provided to Host no later than 20 days prior to the Construction Start Date, and shall automatically take effect provided such Final PPA Rate does not exceed a Maximum PPA Rate of: $0.180 unless the parties have reached agreement on

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a Final PPA Rate that exceeds the Maximum PPA Rate as determined pursuant to the process described below.

If, upon receipt of all documentation necessary to establish a Final PPA Rate, the Provider determines that the Final PPA Rate exceeds the Maximum PPA Rate, the parties will cooperate in good faith to negotiate a PPA Rate acceptable to both parties. If, after fifteen (15) days, the Parties are not able to agree on an acceptable PPA Rate, Provider may, in its sole discretion, elect to (i) continue performance under this Agreement with the PPA Rate equal to the Maximum PPA Rate, or (ii) terminate this Agreement upon ten (10) days' written notice to Host. Upon a termination hereunder, Host shall reimburse Provider for Provider's direct costs incurred in performing under this Agreement between the Effective Date and the date of such termination.

AVOIDED ENERGY PRICE

The following table sets forth the "Avoided Energy Price" for purposes of calculating the amount on any credit due to the Host under the Performance Guarantee in Section 5(b), with a 2% annual escalation rate.

| **Guarantee Year** | **Avoided Energy Price per kWh** |
|---|---|
| 1 | $0.20570 |
| 2 | $0.20981 |
| 3 | $0.21401 |
| 4 | $0.21829 |
| 5 | $0.22266 |
| 6 | $0.22711 |
| 7 | $0.23165 |
| 8 | $0.23628 |
| 9 | $0.24101 |
| 10 | $0.24583 |
| 11 | $0.25075 |
| 12 | $0.25576 |
| 13 | $0.26088 |
| 14 | $0.26609 |
| 15 | $0.27142 |
| 16 | $0.27685 |
| 17 | $0.28238 |
| 18 | $0.28803 |
| 19 | $0.29379 |
| 20 | $0.29967 |

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EXHIBIT A-1

PILOT AMOUNTS

*For purposes of this PPA, the PILOT Amount assumed for each year of the Term is equal to zero dollars ($0.00).*

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EXHIBIT B

*Early Termination Amounts are calculated to achieve the same net present value for the investor as if early termination had not happened and the project went to full term.*

Subject to final PPA Prices in Exhibit A
EARLY TERMINATION AMOUNTS

| Year | Early Termination Amount | Early Purchase |
|---|---|---|
| 1 | $328,808 | **N/A** |
| 2 | $303,048 | **N/A** |
| 3 | $276,978 | **N/A** |
| 4 | $267,263 | **N/A** |
| 5 | $240,520 | **N/A** |
| 6 | $213,412 | **N/A** |
| 7 | $185,920 | $146,717 |
| 8 | $174,706 | **N/A** |
| 9 | $163,064 | **N/A** |
| 10 | $150,971 | $108,133 |
| 11 | $141,134 | **N/A** |
| 12 | $133,837 | **N/A** |
| 13 | $126,295 | **N/A** |
| 14 | $118,495 | **N/A** |
| 15 | $110,424 | $60,763 |
| 16 | $100,667 | **N/A** |
| 17 | $90,525 | **N/A** |
| 18 | $79,976 | **N/A** |
| 19 | $69,000 | **N/A** |
| 20 | $57,571 | **N/A** |

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EXHIBIT C

DESCRIPTION OF SITE

**Property Description:** The real property located at 37 GLENDOWER RD, Melrose, MA described below (the "Property").

For Landlord's title see Deed recorded with the Middlesex South Registry of Deeds/Land Records in Book 6370, Page 98.

Also related to tax taking deed Book 5969 Page 202
Property description deed Book 1859 Page 435

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S. Cuthbertson, Assistant Treasurer and duly authorized agent of the Chelsea Savings Bank, the mortgagee named in a certain mortgage given by John A. MacQuarrie to Chelsea Savings Bank dated June 15,1925, and recorded in Middlesex South District Registry of Deeds, Book 4857 Page 200 make on behalf of said bank an open, peaceable and unopposed entry on the premises described in said mortgage, for the purpose, by him declared of foreclosing said mortgage for breach of conditions thereof. Oscar W. Erickson Simon Korelitz THE COMMONWEALTH OF MASSACHUSETTS Suffolk ss. January 29, 1940. Then personally appeared the above named Oscar W.Erickson and Simon Korelitz and made oath that the above certificate by them subscribed is true, before me- Sidney M. Kensinger Notary Public My Commission Expires June 7 1946 - - - - - - - - - - - - - - - - - - - - - -

Middlesex ss. Feb. 24, 1940. 8h. 30m. A.M. Rec'd & Recorded.

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MASSACHUSETTS HOSPITAL LIFE INSURANCE CO.

DISC. MORT.

No. 7566 KNOW ALL MEN BY THESE PRESENTS, That the Massachusetts Hospital Life Insurance Company, the Mortgagee named in a certain mortgage given by Lawrence G. Tighe, of Cambridge, Massachusetts, dated April 28, 1927, and recorded with Middlesex (So. Dist) Deeds, Lib. 5090 Fol. 498 hereby acknowledges that it has received full payment and satisfaction of the same; and in consideration thereof it hereby fully cancels and DISCHARGES said Mortgage, and releases and quitclaims unto whomsoever may be lawfully entitled thereto the premises thereby conveyed. IN TESTIMONY WHEREOF, the said Massachusetts Hospital Life Insurance Company has caused these presents to be signed by its President, Edward H. Osgood, hereto duly authorized, and its corporate seal to be hereto affixed, this nineteenth day of February A.D. 1940. Massachusetts Hospital Life Insurance Company, by Edward H. Osgood President (Corporate seal) COMMONWEALTH OF MASSACHUSETTS. Suffolk ss. Boston Mass., February 19, 1940.Then personally appeared the above-named Edward H. Osgood President, and acknowledged the foregoing instrument to be the free act and deed of said Massachusetts Hospital Life Insurance Company, before me, Paul T. Litchfield Notary Public My Commission expires April 8, 1943 - - - - - - - -

Middlesex ss. Feb. 24, 1940. 8h. 30m. A.M. Rec'd & Recorded.

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CITY OF MELROSE

NOTICE DISPOSAL PETN. LD. COURT

COMMONWEALTH OF MASSACHUSETTS LAND COURT

Case No. 11521
(Court seal)

NOTICE OF DISPOSAL IN TAX LIEN CASE.

This is to certify that the petition of City of Melrose vs. John McDonald Est. to foreclose tax lien under certain deed for non-payment of taxes,

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given by the Collector of Taxes for the City of Melrose, in the County of Middlesex, and said Commonwealth, dated September 23, 1935, and duly recorded in Book 5969, Page 202, was filed in this Court on October 19, 1937. Thereafter due proceedings under said petition were instituted according to law, and finally on February 16, 1940, a decree forever foreclosing and barring all rights of redemption under said deed was entered, and this notice of final disposition of said petition is directed to be recorded in the Registry of Deeds for the South District of Middlesex County, pursuant to Section 74 of Chapter 60 of the General Laws. By the Court, Attest: Charles A. Southworth Recorder. Dated:- February 16,1940.

Middlesex ss. Feb. 24, 1940. 8h. 30m. A.M. Rec'd & Recorded.

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Union Federal Savings and Loan Association of Boston holder of a mortgage from Orlyn O. McLeish and Phyllis E. McLeish to Union Federal Savings and Loan Association of Boston dated December 28, 1936 recorded with Middlesex South District Registry of Deeds Book 6088, Page 427 acknowledges satisfaction of the same IN WITNESS WHEREOF the said Union Federal Savings and Loan Association of Boston, has caused its corporate seal to be hereto affixed and these presents to be signed, in its name and behalf by Rebecca Stutman its Asst. Treasurer this 20th day of February A.D. 1940. Union Federal Savings and Loan Association of Boston by Rebecca Stutman (Rebecca Stutman) Assistant Treasurer. (Corporate seal) Countersigned George G. Phair (George G. Phair) President. THE COMMONWEALTH OF MASSACHUSETTS Suffolk ss. February 20, 1940. Then personally appeared the above named Rebecca Stutman and acknowledged the foregoing instrument to be the free act and deed of Union Federal Savings and Loan Association of Boston. before me, VanCourtlandt Lawrence Notary Public My commission expires,19, - - - - - - - - - - - - - - - - - - - - - - - -

Middlesex ss. Feb. 24, 1940. 8h. 30m. A.M. Rec'd & Recorded.

UNION FEDERAL SAVS. AND LOAN ASSN. OF BOSTON

DISC. MORT.

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Release Febuary 23-1940 The Holland Furnace Co, in consideration of payment in full for the personal property described in Notice of Conditional Sales of Personal Property for Alfred H. Counsellor, 15 Silver St Malden-Mass, Recorded in Middelsex, Deeds, book #5306-page 384- hereby relese all rights under same Holland Furnace Co. 190 Ferry St., Malden Mass. Tel. Mal. 1151 G. L. Smith Branch Manager. - - - - - - - - - - -

Middlesex ss. Feb. 24, 1940. 8h. 30m. A.M. Rec'd & Recorded.

HOLLAND FURNACE CO.

REL. UNDER NOTICE OF CONDL. SALE OF PERS. PROP.

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DISCHARGE. KNOW ALL MEN BY THESE PRESENTS, That the West New-

WEST NEWTON SAVS. BANK

DISC. MORT.

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See Book 6193 Page 510

See Book 202 Page 543

charges then due was made by me on the said Lawrence J. Lloyd on the ninegth day of April 1934, in conformity to law; and whereas, notice of my intention to take said land by virtue of the authority vested in me as collector of taxes for said city of Melrose has been duly given, as by law required; and whereas, the said taxes, at the date of this instrument, remain unpaid; now, therefore, KNOW ALL MEN BY THESE PRESENTS, that I, S.Homer Buttrick as collector of taxes as aforesaid, by virtue of the power and authority in me vested as aforesaid, have taken, and by these presents do take, for the said city of Melrose, subject to redemption according to law, and to all easements and restrictions lawfully existing in, upon, or over said land, or appurtenant thereto, when so taken, the following described lot or parcel of land, with the buildings thereon, the same being the land assessed as aforesaid, to wit: (Description Of Land) 241-38 Lawrence J. Lloyd About 7262 square feet of land, lot 34, on Grove Street and bounded: North by Grove Street, East by land now or formerly of Davis heirs, West by Gumner Avenue, South by land of owners unknown. Tax.....$16.80

The said Lawrence J. Lloyd is the only person known to me as owner of the above described estate. If not true, state the names of all owners known to the collector. IN WITNESS WHEREOF, I, the said S. Homer Buttrick, collector as aforesaid, have hereunto set my hand and seal, this twenty-third day of September in the year one thousand nine hundred and thirty-five. S. Homer Buttrick Collector of Taxes for the City of Melrose (Corporate seal) Middlesex ss. September 23, 1935. Then personally appeared the above named S. Homer Buttrick, Collector of Taxes for the City of Melrose, and acknowledged the foregoing instrument to be his free act and deed, before me, Andrew W. H. Restall, Notary Public. My commission expires Aug. 14, 1942. - - - - - - - - - - - - - - - - - - - - - - - - - - - -

Middlesex ss. Sept. 27, 1935. 8h. 30m. A.M. Rec'd & Recorded.

McDONALD'S EST. to CITY OF MELROSE TAX TAKING

THE COMMONWEALTH OF MASSACHUSETTS

CITY OF MELROSE OFFICE OF THE COLLECTOR OF TAXES

September 23, 1935. WHEREAS, the tax assessed by the board of assessors of the city of Melrose as of the first day of April, in the year 1933, upon John McDonald Est., as owner or occupant of the land hereinafter described, was duly committed to me as collector of taxes for said city of Melrose; and whereas, the said taxes, with apportioned and unapportioned betterment assessments and special assessments, with interest thereon, constituting a lien on said land which had been added thereto, amounting

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to eighteen dollars and sixty cents, have not been paid; and whereas, a demand for the payment of said taxes and interest, if any, and necessary intervening charges then due was made by me on the said John McDonald Est. on the tenth day of April 1934, in conformity to law; and whereas, notice of my intention to take said land by virtue of the authority vested in me as collector of taxes for said city of Melrose has been duly given, as by law required; and whereas, the said taxes, at the date of this instrument, remain unpaid; now, therefore, KNOW ALL MEN BY THESE PRESENTS, that I, S. Homer Buttrick as collector of taxes as aforesaid, by virtue of the power and authority in me vested as aforesaid, have taken, and by these presents do take, for the said city of Melrose, subject to redemption according to law, and to all easements and restrictions lawfully existing in, upon, or over said land, or appurtenant thereto, when so taken, the following described lot or parcel of land, with the buildings thereon, the same being the land assessed as aforesaid, to wit: (Description Of Land) 257-11 John McDonald Est. About 10 acres of land on Swains Pond Avenue being the same premises described in a deed from Sargeant to McDonald dated July 11, 1888 and recorded with Middlesex County Registry of Deeds, Book 1859, Page 435. - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - -

See Book 6159 Page 429
" " 6370 " 98

| | |
|---|---|
| Tax | $33.60 |
| Credit | 15.00 |
| Amt. due | $18.60 |

The said John McDonald Est. is the only person known to me as owner of the above described estate. If not true, state the names of all owners known to the collector. IN WITNESS WHEREOF, I, the said S.Homer Buttrick, collector as aforesaid, have hereunto set my hand and seal, this twenty-third day of September in the year one thousand nine hundred and thirty-five. S. Homer Buttrick Collector of Taxes for the City of Melrose (Corporate seal) Middlesex ss. September 23, 1935. Then personally appeared the above named S. Homer Buttrick, Collector of Taxes for the City of Melrose, and acknowledged the foregoing instrument to be his free act and deed, before me, Andrew W. H. Restall, Notary Public. My commission expires Aug. 14, 1942. - - - - - - - - - - - - - - - - - - - - - - - - - - - - - -

Middlesex ss. Sept. 27, 1935. 8h. 30m. A.M. Rec'd & Recorded.

THE COMMONWEALTH OF MASSACHUSETTS

CITY OF MELROSE OFFICE OF THE COLLECTOR OF TAXES

NOURSE'S EST. to CITY OF MELROSE TAX TAKING

September 23, 1935. WHEREAS, the tax assessed by the board of assessors of the city of Melrose as of the first day of April, in the year 1933, upon Merrill W. Nourse Est., as owner or occupant of the land hereinafter de-

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the above named Abram E Brown and acknowledged the foregoing instrument to be his free act and deed before me Charles A. Corey, Justice of the Peace.

Middlesex ss. July 12. 1888. Recd & Recorded.

Attest Chas H Stevens Regr

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1859

Sargeant to McDonald W.

Know all Men by these Presents— That I Sarah W. Sargeant of Cambridge in the County of Middlesex and Commonwealth of Massachusetts unmarried in consideration of four hundred dollars paid by John McDonald of Cambridgeport in said County of Middlesex the receipt whereof is hereby acknowledged, do hereby give, grant, bargain sell and convey unto the said John Mc Donald a certain lot of land situated in the south easterly part of Melrose in said County of Middlesex and westerly from Swains Pond Avenue bounded and described as shown on a plan of land owned by the heirs of Samuel S. Sargeant dated December 1844 John Sargeant surveyor as follows, viz: Beginning at the northeast corner of the lot thence running South 50 East by land formerly of Capt. George Winslow thirty eight and 9/10 rods thence running South 87° west by land formerly of David Faulkner and the heirs of Nathan Nichols forty five and 1/10 rods thence north by land formerly of John Pratt forty one and 4/10 rods thence east by land formerly of John Boynde forty two rods containing according to said plan ten and three fourths acres and thirty two poles with all the rights and privileges belonging thereto. Subject to any right of way over said lot if any there be. For my title see wills of my father Samuel S. Sargeant who died in 1840 of my sister Esther Carter Sargeant who died July 13. 1857 and of my sister Nancy Sargeant who died April 6. 1863 all probated in Mid. Co. my sister Abigail Richardson Sargent died Feb. 6. 1857 and my mother Esther Sargeant died May 10. 1864 there was no administration of the estates of the last two named. Also see deed from my sister Mary S. Sargent to me recorded with Mid. So Dist Deeds Book 1641 page 458. S being the grantee therein through the initial letter of my middle name is recorded as Mr Thomas Sargeant. Nehemiah Oakes Sargeant and Elizabeth Sprague mentioned in my fathers will were his children by his first wife Also see other deeds to me. To Have and To Hold the granted premises with all the privi

Sd Brown Deed at the end of this Book.

38.2 RODS
45.1 RODS
41.6 Rods
42 Rods
.10 AC

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1859

leges and appurtenances thereto belonging to the said John McDonald and his heirs and assigns to their own use and behoof forever. And I hereby for myself and my heirs executors and administrators covenant with the grantee and his heirs and assigns that I am lawfully seized in fee simple of the granted premises that they are free from all incumbrances except my right of way as aforesaid that I have good right to sell and convey the same as aforesaid and that I will and my heirs executors and administrators shall Warrant and Defend the same to the grantee and his heirs and assigns forever against the lawful claims and demands of all persons. In Witness Whereof I the said Sarah W. Sargeant hereunto set my hand and seal this eleventh day of July in the year one thousand eight hundred and eighty eight. Sarah Wait Sargeant (seal). Signed sealed and delivered in presence of Henry H. Winslow. Commonwealth of Massachusetts. Middlesex ss. Cambridge July 11. 1888. Then personally appeared the above named Sarah W. Sargeant and acknowledged the foregoing instrument to be her free act and deed before me. Henry H. Winslow. Justice of the Peace.

Middlesex ss. July 12. 1888. Recd. & Recorded.

Attest Chas B. Stevens Reg.

Morrill to Cole Disc. W.

Know all Men by these Presents

That I Luther W. Morrill the mortgagee named in a certain mortgage given by Barna S. Cole to me the said Morrill dated November 16. A.D. 1888 and recorded in Middlesex So Dist Registry of Deeds. libro 1826 folio 342 do hereby acknowledge that I have received from Barna S. Cole the mortgagor named in said mortgage full payment and satisfaction of the same and in consideration thereof I do hereby cancel and discharge said mortgage and release and quitclaim unto the said Barna S. Cole and his heirs and assigns forever the premises thereby conveyed. In Witness Whereof I hereunto set my hand and seal this tenth day of July A.D 1888. Luther W. Morrill (seal). Signed and sealed in the presence of Commonwealth of Massachusetts. Suffolk ss. July 10. 1888. Then personally appeared the above named Luther W. Morrill and acknowledged the foregoing instrument to be his free act and deed before me Henry W. Bragg Justice of the Peace. Middlesex ss. July 12. 1888. Recd & Recorded.

Attest Chas B. Stevens Re

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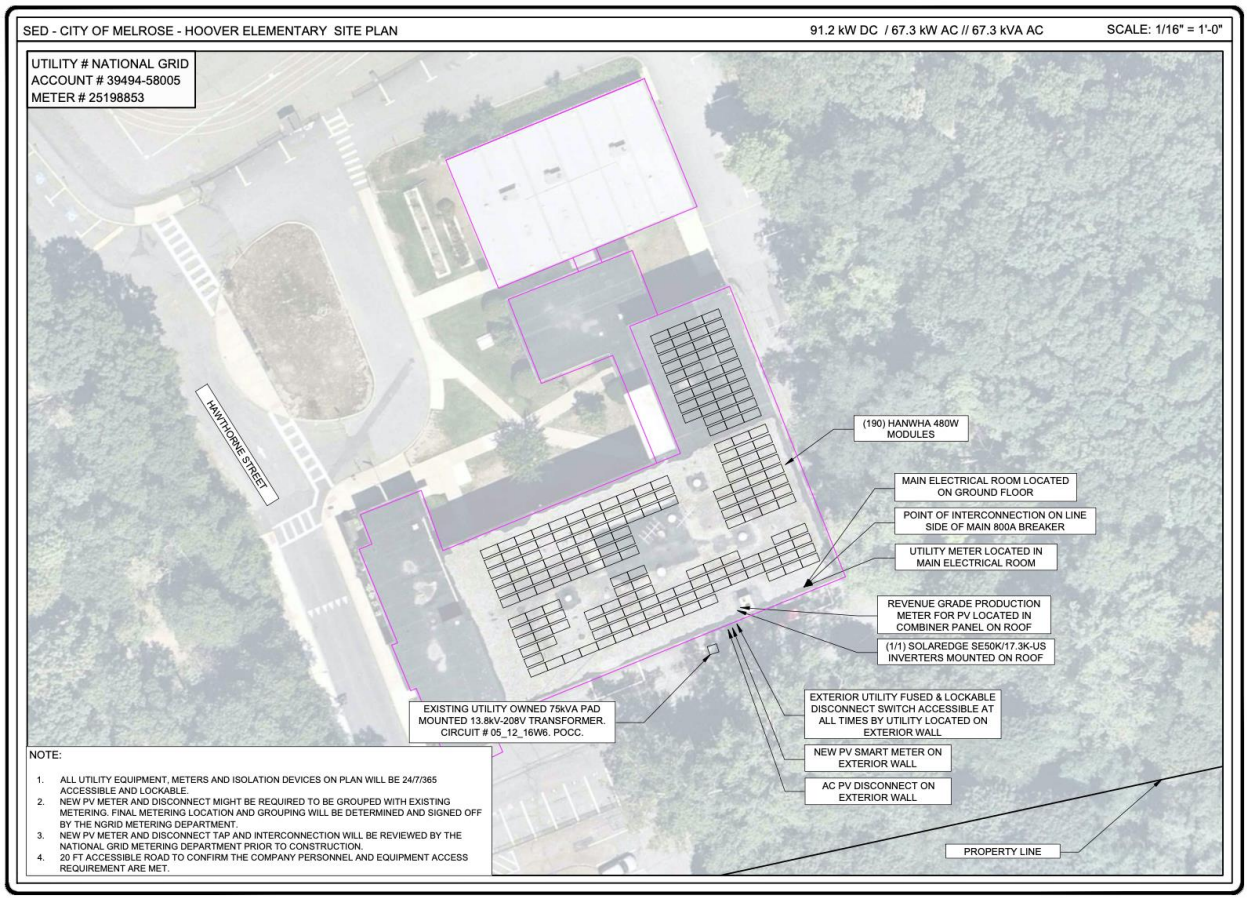
# EXHIBIT D

## DESCRIPTION OF PREMISES

The Premises includes locations where solar equipment will be installed and accessed for construction, operation, maintenance and decommissioning as depicted on the Site Plan below (as it or the Project may be modified pursuant to the Lease).

The Premises is benefitted by the Access Rights and Easements set forth in Section 3 of the Lease including rights to combine and connect the Project to Host's existing main electric equipment and rights to interconnect the Project to the utility network.

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# EXHIBIT E

## DESCRIPTION OF PROJECT

Point of Delivery is the Local Electric Utility's meter.

The Project will be comprised of a series of solar photovoltaic equipment and parts integrated to the main electric service at the building, behind the utility meter, and interconnected to the Local Electric Utility's electricity distribution system. Main equipment components of the Project include:

- Roughly 190 x 480W Tier 1 Solar modules or equivalent
- Roughly 2 x solar inverters or equivalent
- Ballasted roof racking systems or equivalent
- Rapid shutdown system
- Solar kWh meter and monitoring system, connected to Host-provided internet service
- Combiners, Disconnects, Conduit, Switches, Pipe and Wire, and Balance of System materials.

Equipment list may change during the course of the Project

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EXHIBIT F

ESTIMATED ANNUAL PRODUCTION

Estimated Annual Production commencing on the Commercial Operation Date with respect to Project under the Agreement shall be as follows:

| Year | Estimated Production (kWh) | Year | Estimated Production (kWh) |
|---|---|---|---|
| 1 | 105,744 | 11 | 100,070 |
| 2 | 105,163 | 12 | 99,520 |
| 3 | 104,584 | 13 | 98,973 |
| 4 | 104,009 | 14 | 98,428 |
| 5 | 103,437 | 15 | 97,887 |
| 6 | 102,868 | 16 | 97,348 |
| 7 | 102,302 | 17 | 96,813 |
| 8 | 101,740 | 18 | 96,281 |
| 9 | 101,180 | 19 | 95,751 |
| 10 | 100,624 | 20 | 95,224 |

The values set forth in the table above are estimates (and not guarantees), of approximately how many kWhs are expected to be generated annually by the Project.

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# EXHIBIT G

## INSURANCE REQUIREMENTS

1. General Liability

(a) Both Host and Provider will have a minimum level of commercial general liability insurance for the term of the Power Purchase Agreement of one million dollars ($1,000,000) for each occurrence, and two million dollars ($2,000,000) in the aggregate. Insurance coverage shall be at least as broad as the Insurance Services Office (ISO) Commercial General Liability Coverage "occurrence" form, with no coverage deletions.

(b) Both the Host and Provider general liability insurance coverage shall:

(i) Be endorsed to specify that the Provider's and Host's insurance is primary and that any insurance or self-insurance maintained by the Local Electric Utility shall not contribute with it.

2. Workers' Compensation

Host will have Workers' Compensation insurance indicating compliance with any applicable labor codes, acts, laws or statutes, state or federal, at the Site where the work is performed. Employers' Liability insurance shall not be less than $1,000,000 for injury or death each accident.

3. Property Loss

Provider shall carry adequate property loss insurance on the Project which need not be covered by the Host's property coverage. The amount and terms of insurance coverage will be determined at Provider's sole discretion.

4. Additional Insurance Provisions

Host shall furnish Provider with certificates of insurance and endorsements of all required insurance, as may be reasonably requested, including for purposes of compliance with any legal or regulatory authority or Local Electric Utility affecting the Premises or operation of the Project. Insurance required by the Local Electric Utility shall not be canceled except after (30) days prior written notice has been given to the Local Electric Utility.

5. Additional Installation Contractor Requirements

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Installation contractors will have valid commercial general liability, workers compensation, and business auto insurance as follows:

- Commercial general liability insurance will be in the following amounts: $1,000,000 for each occurrence and $2,000,000 aggregate.

- Workers compensation insurance or self-insurance indicating compliance with any applicable labor codes, laws or statutes, state or federal, where Installer performs work.

- Auto coverage not less than one million dollars ($1,000,000) each accident for bodily injury and property damage, and x million dollars ($1,000,000) in the aggregate.

- Excess liability insurance on an occurrence basis covering claims (on at least a following form basis) in excess of the underlying insurance for Commercial General Liability, Auto Liability and Employers' Liability with a minimum limit per occurrence of one million dollars ($1,000,000) and two million dollars ($2,000,000) in the aggregate. The amounts of insurance required for Commercial General Liability, Auto Liability, Employers' Liability and Excess Liability may be satisfied by Installer purchasing coverage in the amounts specified or by any combination of primary and excess insurance, so long as the total amount of insurance meets the requirements specified above.

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# LEASE AGREEMENT

This Lease Agreement (this "**Lease**") is entered into as of _____, 20__, (the "**Effective Date**") by and between City of Melrose ("**Host**"), and Solect Energy Development LLC ("**Provider**") a limited liability company located in Hopkinton, Massachusetts (together, the "**Parties**").

WHEREAS, Host is a member of PowerOptions, Inc. ("**PowerOptions**"), a nonprofit corporation organized under the laws of the Commonwealth of Massachusetts and the Internal Revenue Code that assists its members with procuring energy products and energy-related services for facilities they own and/or operate;

WHEREAS, Provider and PowerOptions have entered into an agreement governing the terms and conditions of Provider's participation in the PowerOptions Solar Programs;

WHEREAS, Host is the owner of the properties located and described in Exhibit A (the "**Site**" or the "**Property**") and desires to make a portion of the Site (said portion of the Site as more fully described in Exhibit B, the "**Premises**") available to Provider for the construction, operation and maintenance of a solar powered electric generating project (the "**Project"**); and

WHEREAS, Host and Provider have entered into a Power Purchase Agreement dated on or about the date hereof (as amended, modified and supplemented from time to time, the "**PPA**") describing the power sales arrangement between the Parties.

NOW, THEREFORE, in consideration of the promises, the covenants set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows.

**1. DEFINITIONS.** Certain capitalized terms used in this Lease not defined herein shall have the meanings set forth in the GLOSSARY OF TERMS attached to the PPA.

**2. TERM.**

The Term of the Lease shall begin as of the Effective Date and shall continue until 11:59 p.m. on the last day of the month in which the twentieth (20th) anniversary of the SMART Incentive Payment Effective Date occurs. Notwithstanding, in the event that the PPA is terminated prior to the otherwise applicable end of term, this Lease shall also terminate; provided, however, that in the event that the PPA terminates early pursuant to Section 20(c) of the PPA (due to Host Event of Default), and Host does not pay the Early Termination Amount to the Provider, and Provider desires to continue use of the Premises under this Lease, then the Term of this Lease shall continue until the end of the term as set forth above. This Lease may be extended in accordance with the provisions for an extension of the PPA (as more specifically set forth in Section 2 of the PPA). For greater clarity, the parties hereby confirm that Provider shall also have access rights as described in Section 3 hereof, for removal of the Project pursuant to Section 9 (Removal at End of Term) hereof.

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**3. LEASE RIGHTS.**

(a) Lease Access Specifications; Easement Rights. Host hereby grants Provider and its designees (including Installer) access to the Premises, for the Term and for so long as needed after termination to remove the Project pursuant to the applicable provisions herein, at reasonable times and upon reasonable notice (except in situations where there is imminent risk of damage to persons or property), for the purposes of designing, installing, inspecting, operating, maintaining, repairing, and removing the Project, and any other purpose set forth in this Lease (the "**Permitted Uses**"), and otherwise in accordance with the provisions of this Lease. The Premises are leased together with the following Access Rights with respect to the Site:

(i) Vehicular & Pedestrian Access. A non-exclusive easement for reasonable vehicular and pedestrian access across the Site to the Premises for the Permitted Uses. In exercising such access Provider shall reasonably attempt to minimize any disruption to activities occurring on the Site.

(ii) Utilities & Communication Cables. The right and easement to locate distribution utility and/or electrical lines, electrical equipment cables, and other related facilities, equipment and improvements across the Site. The location of any such lines and cables shall be subject to Host's approval and shall be at locations that minimize any disruption to Host's activities occurring on the Site. Access will also be provided for telephone and internet connections on the Premises for use by Provider in installing, operating and maintaining the Project.

(iii) Solar Easement. An easement to receive direct sunlight and solar energy, pursuant to which Host shall not construct new buildings or structures or install rooftop equipment, or plant new trees or vegetation of any type which now or hereafter, in Provider's reasonable opinion, may be a hazard to the Project, overshadow or otherwise block or interfere with sunlight access to the Project at all hours of the day. The solar easement granted herein includes rights of unobstructed sunlight, and in furtherance thereof, the Parties have included provisions regarding trimming of vegetation and removal of obstructions which could impair insolation of the Project.

(iv) Interconnection Easement. An exclusive right to construct, operate, maintain, reconstruct, relocate, remove, and/or repair the electric utility service infrastructure and associated wires, lines and poles and other infrastructure necessary and convenient to interconnect the Project to the Local Electric Utility electrical distribution system, across portions of the Property to be determined by the Local Electric Utility, subject to the consent of Host and Provider, such consent not to be unreasonably withheld, conditioned or delayed. Provider shall bear all costs associated with interconnection, including fees, permits, taxes and charges.

(b) Quiet Enjoyment of Premises. Host hereby leases the Premises to Provider and Provider leases the Premises from Host for the Permitted Uses for the Term. Provided that Provider remains in compliance with its obligations under this Lease, Provider shall lawfully and



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quietly have, hold, occupy and enjoy the Premises, use of the Easements and Access Rights, and any other rights granted by this Lease twenty-four hours a day, seven days a week, for the entire Term free of any claim of any person of superior title thereto without hindrance, interruption, suit, or interference of any kind by Host or any other person or entity claiming (whether at law or in equity) by, through, or under Host.

(c) Access to Premises. For the Term of this Lease, Host hereby grants to Provider the rights necessary for Provider to use and occupy portions of the Premises for the installation, operation, maintenance, repair, and removal of the Project pursuant to the terms of this Lease, including ingress and egress rights to the Premises for Provider and its employees, contractors and subcontractors and access to electrical panels and conduits to interconnect or disconnect the Project with the Premises' electrical wiring. Host hereby covenants that (i) Provider shall have access to the Premises and Project during the Term of this Lease and for so long as needed after termination to remove the Project pursuant to the applicable provisions herein, and (ii) Host shall not interfere or handle any Provider equipment or the Project without written authorization from Provider; provided, however, that Host shall at all times have access to and the right to observe the Installation Work or Project removal.

(d) No Interference. Host agrees not to conduct activities on, in or about the Property that have a reasonable likelihood of causing damage or impairment to, or otherwise adversely affecting, the Project. Host shall take reasonable steps to limit access to the Project to prevent theft, damage, vandalism and injury. Host and Provider agree to cooperate to determine if any commercially reasonable security measures are required at the Property. Provider shall have the right to provide and install such reasonable security measures, as Host and Provider deem in their reasonable discretion, are or may be necessary for the protection of the Project or to prevent injury or damage to persons or property, subject in all cases to Host's normal security procedures and Provider's Access Rights.

(e) Storage Space. Host shall provide temporary space at the Property for the storage and staging of tools, materials and equipment and for the parking of construction crew vehicles and temporary construction trailers and facilities reasonably necessary during the Installation Work, service events during the Term, or Project removal, and access for rigging and material handling. Provider shall be responsible for providing shelter and security for stored items during construction and installation.

(f) Recording. Provider may record a Notice of this Lease in substantially the same form attached hereto as Exhibit C in the land records regarding its Access Rights under this Lease.

**4. HAZARDOUS MATERIALS; SITE SECURITY; SITE CONDITIONS.**

(a) Hazardous Materials. Provider and Installer are not responsible for any Hazardous Materials encountered at the Site except to the extent introduced and negligently released by Provider or Installer. Upon encountering any Hazardous Materials, Provider and Installer will stop work in the affected area and duly notify Host and, if required by Applicable Law, any Governmental Authority with jurisdiction over the Site. Upon receiving notice of the presence of suspected Hazardous Materials at the Site, Host shall take all measures required by Applicable

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Law to address the Hazardous Materials discovered at the Site. Host may opt to remediate the Site so that the Project may be installed on the Site, or determine that it is not economically justifiable or is otherwise impractical to remediate the Site, in which case Host and Provider may agree upon a different location for the Project whereupon such replacement location shall be the Site for purposes of this Lease. Provider and Installer shall be obligated to resume work at the affected area(s) of the Site only after Host notifies Provider and Installer that Host has complied with all Applicable Laws, and causes to be delivered to Provider from an authorized Governmental Authority or a qualified independent expert a written certification that (i) remediation has been accomplished as required by Applicable Law and (ii) all necessary approvals have been obtained from any Governmental Authority having jurisdiction over the Project or the Site. Host shall reimburse Provider for all additional costs incurred by Provider or Installer in the installation of the Project resulting from the presence of and/or the remediation of Hazardous Materials, including demobilization and remobilization expenses. Notwithstanding the preceding provisions, Host is not responsible for any Hazardous Materials introduced to the Site by Provider or Installer and released as a result of the negligence of Provider or Installer, nor is Host required to remediate an affected area if such remediation is deemed to be economically unjustifiable or otherwise impractical.

(b) Site Security. Host will provide security for the Project to the extent of its normal security procedures, practices, and policies that apply to the Property. Host will advise Provider immediately upon observing any damage to the Project. Upon request by Provider, such as Provider receiving data indicating irregularities or interruptions in the operation of the Project, Host shall, as quickly as reasonably practicable, send a person to observe the condition of the Project and report back to Provider on such observations. Notwithstanding anything to the contrary, except in the case of gross negligence or willful action/inaction on the part of Host's security, Provider shall bring no claim against Host based upon performance of Host's security personnel.

(c) Host shall not be required to make any repairs or alterations in or to the Site, except as follows: Complete roof replacement that will be "Solar Ready" prior to Project installation.

(d) The Parties agree that Provider shall not be liable for any conditions on the Site arising from or related to acts or omissions occurring prior to the Effective Date, except to the extent arising from or related to Provider's negligence or willful misconduct or to the extent that such conditions on the Site are exacerbated by the Provider or Installer.

**5. CONSTRUCTION; OPERATION OF PERMITTED USES; ROOF.**

(a) Provider and its contractors, agents, consultants, and representatives shall have reasonable access at all reasonable times to the Site for the Permitted Uses, and to any documents, materials and records of Host relating to the Site that Provider reasonably requests in conjunction with these activities. Provider, and its contractors, agents, consultants and representatives shall comply with Host's reasonable safety and security and operational procedures (as may be promulgated from time to time), and Provider and its contractors, agents, consultants and representatives shall conduct such activities in such a manner and at such a time and day as to cause minimum interference with Host's activities at the Site.

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(b) Provider shall operate, maintain, and repair the Project in a manner that will not obstruct or interfere with Host's use of the Site or the rights of any other occupants of the Site, to the extent such rights are disclosed to Provider.

(c) For rooftop projects only:

(i) Provider shall install the Project in a manner that will not void the roof warranty, provided Host has provided such warranty, in writing

(ii) The Parties agree to the following with respect to repairs to the roof to be made prior to the commencement of construction: Host shall perform complete roof replacement that will be "Solar Ready" prior to Project installation.

(d) Host has provided to Provider Host's available records of the physical condition of the Premises which, to the best of Host's knowledge, are complete and correct. If it is discovered that the actual site conditions on part of, or on the entire Premises upon which all or part of the Project is to be installed, are materially different from the information provided by Host, then the Parties shall negotiate in good faith to adjust the rates payable by Host in order to compensate Provider for the cost of design and construction changes and delays incurred to adapt the Project to the unknown conditions and, if the parties cannot agree to a good faith rate adjustment after thirty (30) days, Provider shall have the right to terminate this Lease and the PPA.

(e) Except with the prior express written consent of Host, Provider shall not use the Premises for any use other than the Permitted Uses.

(f) During the course of construction and completion of the Project and any substantial alteration thereto, Provider shall maintain all plans, shop drawings, and specifications relating to such construction which Host, its agents or representatives may examine at reasonable times upon reasonable prior notice for the purpose of determining whether the work conforms to the PPA and this Lease.

(g) Host has been informed by Provider and acknowledges that the presence of and construction and operation of the Project and other activities related to the development, operation and decommissioning of the Project may potentially result in some nuisance to Host, such as visual impact. Host hereby accepts such nuisance and waives any right that Host may have to object to such nuisance and Host releases Provider from any claims Host may have with respect to any such nuisance, provided the Project as built is consistent with the site plan and specifications attached hereto, as amended from time to time, or otherwise approved by Host, which approval shall not be unreasonably withheld, conditioned or delayed.

(h) For rooftop projects only, Host shall, at its sole cost and expense, throughout the Term, maintain, repair and replace in a good and workmanlike manner as and when necessary, the building on which the Project is installed, including all building structural portions, and portions of the Property subject to Access Rights. Host shall perform all maintenance, repairs and replacements required under this subsection (h) (collectively, the "**Maintenance**") promptly after

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Host learns of the need for such Maintenance, but in any event within thirty (30) days after Provider gives written notice to Host of the need for such Maintenance, and shall coordinate any Maintenance with Provider if such Maintenance requires access to the Premises; provided, however, that in cases of emergency, Host shall perform Maintenance as soon as reasonably practicable after it learns of the need for such Maintenance. Host shall reimburse Provider for any damage to the Project caused by Host's Maintenance activities.

(i) Provider covenants and agrees to perform all work, including the construction, alteration (if permitted), repair and maintenance of the Project in a good and workmanlike manner and in such a way as to minimize noise, dust and interference with the operation, use and enjoyment of the Property by Host, or by other tenants, visitors or users of the Property.

(j) Provider shall, at Provider's expense, comply with all laws and regulations applicable to Provider's installation and operation of the Project at the Property, and shall be responsible for obtaining all permits or approvals required by any applicable authority in order to construct and operate the Project, and to comply, at all times during the term of this Lease, with all such permits and approvals.

(k) Provider covenants and agrees to keep the Project in good order, repair and condition throughout the Term, and to promptly and adequately repair all damage to the Premises and the Property caused by Provider or the Project. During the Term, any and all installation and construction work performed on the Property by Provider shall be conducted in a manner to comply with any requirements of any roof warranty delivered to Provider by Host (provided, however, in the event of a roof warranty that is not existing as of the Effective Date, Provider shall comply with such requirements to the extent that they do not interfere with Provider's use of the Project).

(l) Provider shall not bring into or install or keep on the Premises, any objects, including the Project, the weight of which, singularly or in the aggregate, would exceed the maximum load per square foot of the building and/or roof of the building and taking into account snow loads and all other equipment located on the roof, as required by local building code. Provider shall engage an engineer licensed and qualified where the Project is located to certify the same to Host before Provider shall install, affix or place any part of the Project upon the Premises, with a copy of such certification to be provided to the Host.

(m) The Provider shall not make any alterations, improvements and/or additions to the Site, except as shown on the plans approved by Host as of the Effective Date, without first obtaining, in each instance, the written consent of the Host, which consent shall not be unreasonably withheld, delayed or conditioned.

(n) Provider acknowledges and agrees that the Premises are being leased by Provider in their condition as of the delivery date, "As Is," without representation or warranty except for the express representations and warranties made by Host in this Lease and in the PPA, and Provider hereby waives any implied warranty that the Site is habitable or suitable for Provider's intended purposes or any other particular purpose. Provider acknowledges that Provider has inspected the Premises, and that by commencing construction of the Project, Provider will be deemed to have

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found the same satisfactory. Provider agrees that Host is under no obligation to perform any work or provide any materials to prepare the Premises for Provider, except as set forth in Section 4(c) of this Lease.

**6. RENT.** In lieu of monetary rent, the consideration for this Lease is the terms of the PPA.

**7. INTENTIONALLY OMITTED.**

**8. PERMITS, OWNERSHIP OF PROJECT, LIENS, MORTGAGES.**

(a) Permits. Provider shall pay for and obtain all approvals from governmental entities necessary for the construction and operation of the Project, including land use permits, building permits, demolition and waste disposal permits and approval. Host shall cooperate in good faith with Provider and shall execute any such applications promptly upon request by Provider, and shall not unreasonably oppose or interfere with Provider in such regard. Provider shall provide Host with copies of all permits obtained in the approval process of the Project.

In furtherance of the above, Host hereby authorizes Provider to file with such federal, state and local authorities as Provider deems appropriate, and in the name of Host, Provider or both, as Provider deems appropriate (i) one or more applications to obtain any zoning relief regarding the Property or portions thereof as may be necessary and/or desirable to develop, construct and operate the Project on the Premises; and (ii) one or more applications to obtain construction, use or occupancy permits for the Project or any portion thereof.

(b) Project Ownership. Provider or Financing Party shall be the legal and beneficial owner of the Project at all times. The Project is personal property and shall not attach to or be deemed a part of, or fixture to, the Site. The Project shall at all times retain the legal status of personal property as defined under Article 9 of the Uniform Commercial Code. Host covenants that it will place all persons having an interest in or lien upon the real property comprising the Premises, on notice of the ownership of the Project and the legal status or classification of the Project as personal property. Host and/or Provider shall make any necessary filings to disclaim the Project as a fixture of its respective Premises and Site in the appropriate Land Registry to place all interested parties on notice of the ownership of the Project by Provider.

(c) Liens. To the extent permitted by Applicable Law, each Party shall not directly or indirectly cause, create, incur, assume or suffer to exist any mortgage, pledge, lien, (including mechanics', labor or materialman's lien), charge, security interest, encumbrance or claim of any nature, including claims by governmental authorities for taxes (collectively referred to as "Liens" and each, individually, a "Lien") on or with respect to the interests of the other in the Site, the Premises, and the Project, and in the Access Rights granted hereunder. Provider shall, to the extent allowed under Applicable Law, have Installer execute lien waivers with respect to any mechanic's or materialman's lien against Host's interest in the Site. If permitted under Applicable Law, Host will post notices of non-responsibility to notify Installer and others that Host is not responsible for work performed on the Project. Each Party shall promptly notify the other of the imposition of a Lien on the property interests of the other Party, and shall promptly discharge such lien, provided however, that a Party may seek to contest the amount or validity of any Lien affecting the property

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of the other Party, provided it timely complies with all procedures for contesting such Lien, posts any bond or other security necessary under such procedures, and if such procedures do not require the posting of security, the Party establishes for the benefit of the other Party a deposit, letter of credit, or other security acceptable to the other Party to indemnify the other Party against any Loss which could reasonably be expected to arise if such Lien is not removed or discharged.

(d) Non Disturbance Agreements. Host shall pay for and obtain all consents required for it to enter into and perform its obligations under this Lease from its lenders, landlord, tenants, and any other persons with interests in the Site. If there is any mortgage, deed of trust, fixture filing or ground lease or similar encumbrance (a "**Mortgage**," and the holder thereof from time to time the "**Holder**") encumbering the Property, whether executed and delivered prior to or subsequent to the date of this Lease, Host shall, promptly upon request of Provider, use commercially reasonable efforts to cause the Holder of any such Mortgage to enter into a mutually agreeable nondisturbance agreement, which provides that (i) this Lease is subordinate to the Mortgage (unless the Holder shall elect otherwise); (ii) in the event that the Holder or any other party shall succeed to the interest of Host (such Holder or other party, a "Successor"), at the election of the Holder or Successor, Provider shall attorn to the Holder or Successor and this Lease shall continue in full force and effect between the Holder or Successor and Lessee; (iii) in the event of foreclosure of the Mortgage, so long as the Provider is not in default with the Lease after any applicable cure period, Holder agrees to recognize the rights of the Provider under this Lease, including Provider's Access Rights and the priority of Provider's (and/or Financing Party's rights ) in the Project; and (iv) Holder or Successor recognizes that the ownership of the Project remains in Provider and acknowledges that the Project is personal property of Provider. Such nondisturbance agreement shall be substantially in the form attached hereto as Exhibit D or in the form customarily used by Holder, and it shall be recorded, at Host's expense, in the appropriate Land Registry. If Host is the fee owner of the Premises, Host consents to the filing of a disclaimer of the Project as a fixture of the Premises in the Land Registry. If Host is not the fee owner, Host will obtain such consent from such owner of the Premises.

## 9. REMOVAL AT END OF TERM.

Subject to Host's exercise of its purchase option under Section 9(a) or 9(b) of the PPA, upon the expiration or earlier termination of the Lease, Provider shall, at Provider's expense, remove all of its tangible property comprising the Project from the Premises on a mutually convenient date but in no case later than one hundred eighty (180) days after the Expiration Date, which may be extended on a day to day basis if the circumstances warrant and are agreeable to the Parties. The Premises shall be returned to its original condition except for ordinary wear and tear. If the Project is to be located on a roof, then in no case shall Provider's removal of the Project affect the integrity of Host's roof, which shall be as leak proof as it was prior to installation of Project (other than ordinary wear and tear). For purposes of Provider's removal of the Project, Host's covenants pursuant to Section 3 (Lease Rights) and Section 16 (Representations and Warranties) shall remain in effect until the date of actual removal of the Project. Provider shall leave the Premises in neat and clean order. If Provider fails to remove or commence substantial efforts to remove the Project by such agreed upon date, Host shall have the right, at its option, to remove the Project to a public warehouse and restore the Premises to its original condition (other than ordinary wear and tear) at Provider's reasonable cost.



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**10. RELOCATION; CLOSURE OR SALE OF SITE.**

Sections 10(c) (Relocation) and 10(e) (Sale of Site) of the PPA are incorporated as if fully set forth herein, and any references to the PPA shall apply to the Lease as used therein.

**11. TAXES.**

Section 11 of the PPA is incorporated as if fully set forth herein, and any references to the PPA shall apply to the Lease.

**12. INSURANCE.**

Section 12 of the PPA is incorporated as if fully set forth herein, and any references to the PPA shall apply to the Lease as used therein.

**13. COOPERATION; SOLAR ACCESS; FUTURE IMPROVEMENTS; RIGHT TO INSPECT AND ENTER.**

(a) Cooperation. Section 13(a) of the PPA is incorporated as if fully set forth herein, and any references to the PPA shall apply to the Lease as used therein. Additionally, Host shall execute and deliver to Provider and/or the Local Electric Utility any agreements required by Local Electric Utility for the interconnection of the Project with the Local Electric Utility's distribution system.

(b) Host to Not Restrict Solar Access. Host, or any lessee, grantee, invitee or licensee of Host, shall not erect any structures on, or make other modifications to, or plantings on, or engage in any activities on, the Site which will interfere with the construction, operation or maintenance of, or solar access of, the Project. Further, Host shall maintain the Premises in a manner which allows for full unobstructed passage of sunlight to the Project, including removing or trimming vegetation or other objects causing shading of the Premises. Provided, however, for rooftop projects, Host may construct, reconstruct, modify, or alter the Premises so long as such activities do not interfere (including shading) with the operation of the Project. Host's failure to comply with its obligations in this section 13(b) shall be a material breach. Provided, however, Host shall have thirty (30) days to cure such breach.

(c) Provider's Right to Remove. The parties hereby acknowledge that Provider shall have the right (but shall not be obligated) to trim or remove, at Host's reasonable cost, any trees or other vegetation now or hereafter on the Site which now or hereafter in the reasonable opinion of Provider may overshadow or otherwise block or interfere with access of sunlight to the Project.

(d) Adjoining Properties. If Applicable Law and existing easements do not ensure that structures or plantings on adjoining property will not interfere with the solar access for the Project, then Host and Provider shall use commercially reasonable efforts to obtain from owners of adjoining properties any easements reasonably necessary to protect the solar access of the Project. Such easements shall run for the benefit of both Host and Provider. Provider shall pay for the



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expense of obtaining such easements, including payments to property owners and legal costs, but the rates payable by Host for electric energy from the Project shall be increased by an amount sufficient for Provider to fully amortize such costs, over a period equal to the lesser of (i) five years or (ii) the remaining term of this Lease without regard to Host's option to purchase the Project.

(e) Right to Inspect and Enter. Host and its agents, consultants, and representatives shall have reasonable access to the Premises at all reasonable times, subject to Provider's reasonable safety, security, and operational rules and, except for emergency situations, subject to Provider's consent which shall be obtained at least 5 business days prior and such consent not to be unreasonably withheld, conditioned or delayed, to inspect the Premises for the purpose of ascertaining its condition and to carry out such maintenance and repairs to Host's property and equipment as may be required; provided, however, that such access shall not interfere with Provider's performance of its obligations hereunder; and provided, further, that neither Host nor any of its agents, employees, consultants, contractors or representatives shall operate, touch or perform any repair or maintenance to the Project.

**14. PRESS RELEASES AND CONFIDENTIALITY.**

Section 14 of the PPA is incorporated as if fully set forth herein, and any references to the PPA shall apply to the Lease as used therein.

**15. INDEMNIFICATION.**

Section 15 of the PPA is incorporated as if fully set forth herein, and any references to the PPA shall apply to the Lease as used therein.

**16. REPRESENTATIONS AND WARRANTIES.**

Section 16 of the PPA is incorporated as if fully set forth herein, and any references to the PPA shall apply to the Lease as used therein.

**17. FORCE MAJEURE; CASUALTY.**

Section 17 of the PPA is incorporated as if fully set forth herein, and any references to the PPA shall apply to the Lease as used therein.

**18. INTENTIONALLY OMITTED.**

**19. PROVIDER DEFAULT AND HOST REMEDIES.**

(a) Section 19(a) (Provider Events of Default) of the PPA is incorporated as if fully set forth herein, and any references to the PPA shall apply to the Lease as used therein.

(b) Remedies. Upon the occurrence of a Provider Event of Default, Host may, at its option, terminate this Lease, and shall be entitled to exercise any and all rights and remedies available under this Lease, at law or in equity.



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**20. HOST DEFAULT AND PROVIDER REMEDIES.**

(a) Section 20(a) (Host Events of Default) of the PPA is incorporated as if fully set forth herein, and any references to the PPA shall apply to the Lease as used therein.

(b) Remedies. Upon the occurrence of a Host Event of Default, Provider may, at its option, terminate this Lease, and shall be entitled to exercise any and all rights and remedies available under this Lease, at law or in equity.

**21. COLLATERAL ASSIGNMENT, FINANCING PROVISIONS.**

Section 21 of the PPA is incorporated as if fully set forth herein, and any references to the PPA shall apply to the Lease as used therein.

**22. LIMITATIONS ON DAMAGES.**

Section 22 of the PPA is incorporated as if fully set forth herein, and any references to the PPA shall apply to the Lease as used therein.

**23. DISPUTE RESOLUTION.**

Section 23 of the PPA is incorporated as if fully set forth herein, and any references to the PPA shall apply to the Lease as used therein.

**24. NOTICES.**

Section 24 of the PPA is incorporated as if fully set forth herein, and any references to the PPA shall apply to the Lease as used therein.

**25. MISCELLANEOUS.**

Section 25 of the PPA is incorporated as if fully set forth herein, and any references to the PPA shall apply to the Lease as used therein.

(rest of page left blank intentionally – signatures appear on next page)

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IN WITNESS WHEREOF, intending to be legally bound hereby, Provider and Host have executed this Lease as of the date first set forth above.

**Solect Energy Development LLC, a Massachusetts limited liability company**

By: _____

Name (printed): _____

Title: _____

**HOST, City of Melrose**

By: _____

Name (printed): Paul Brodeur_____

Title: Mayor, City of Melrose_____

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EXHIBIT A to Lease Agreement

DESCRIPTION OF SITE

**Property Description:** The real property located at 37 GLENDOWER RD, Melrose, MA described below (the "Property").

For Landlord's title see Deed recorded with the Middlesex South Registry of Deeds/Land Records in Book 6370, Page 98.

Also related to tax taking deed Book 5969 Page 202
Property description deed Book 1859 Page 435

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S. Cuthbertson, Assistant Treasurer and duly authorized agent of the Chelsea Savings Bank, the mortgagee named in a certain mortgage given by John A. MacQuarrie to Chelsea Savings Bank dated June 15,1925, and recorded in Middlesex South District Registry of Deeds, Book 4857 Page 200 make on behalf of said bank an open, peaceable and unopposed entry on the premises described in said mortgage, for the purpose, by him declared of foreclosing said mortgage for breach of conditions thereof. Oscar W. Erickson Simon Korelitz THE COMMONWEALTH OF MASSACHUSETTS Suffolk ss. January 29, 1940. Then personally appeared the above named Oscar W.Erickson and Simon Korelitz and made oath that the above certificate by them subscribed is true, before me- Sidney M. Kensinger Notary Public My Commission Expires June 7 1946 - - - - - - - - - - - - - - - - - - - - - -

Middlesex ss. Feb. 24, 1940. 8h. 30m. A.M. Rec'd & Recorded.

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MASSACHUSETTS HOSPITAL LIFE INSURANCE CO.

DISC. MORT.

No. 7566 KNOW ALL MEN BY THESE PRESENTS, That the Massachusetts Hospital Life Insurance Company, the Mortgagee named in a certain mortgage given by Lawrence G. Tighe, of Cambridge, Massachusetts, dated April 28, 1927, and recorded with Middlesex (So. Dist) Deeds, Lib. 5090 Fol. 498 hereby acknowledges that it has received full payment and satisfaction of the same; and in consideration thereof it hereby fully cancels and DISCHARGES said Mortgage, and releases and quitclaims unto whomsoever may be lawfully entitled thereto the premises thereby conveyed. IN TESTIMONY WHEREOF, the said Massachusetts Hospital Life Insurance Company has caused these presents to be signed by its President, Edward H. Osgood, hereto duly authorized, and its corporate seal to be hereto affixed, this nineteenth day of February A.D. 1940. Massachusetts Hospital Life Insurance Company, by Edward H. Osgood President (Corporate seal) COMMONWEALTH OF MASSACHUSETTS. Suffolk ss. Boston Mass., February 19, 1940.Then personally appeared the above-named Edward H. Osgood President, and acknowledged the foregoing instrument to be the free act and deed of said Massachusetts Hospital Life Insurance Company, before me, Paul T. Litchfield Notary Public My Commission expires April 8, 1943 - - - - - - - -

Middlesex ss. Feb. 24, 1940. 8h. 30m. A.M. Rec'd & Recorded.

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CITY OF MELROSE

NOTICE DISPOSAL PETN. LD. COURT

COMMONWEALTH OF MASSACHUSETTS LAND COURT

Case No. 11521
(Court seal)

NOTICE OF DISPOSAL IN TAX LIEN CASE.

This is to certify that the petition of City of Melrose vs. John McDonald Est. to foreclose tax lien under certain deed for non-payment of taxes,

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given by the Collector of Taxes for the City of Melrose, in the County of Middlesex, and said Commonwealth, dated September 23, 1935, and duly recorded in Book 5969, Page 202, was filed in this Court on October 19, 1937. Thereafter due proceedings under said petition were instituted according to law, and finally on February 16, 1940, a decree forever foreclosing and barring all rights of redemption under said deed was entered, and this notice of final disposition of said petition is directed to be recorded in the Registry of Deeds for the South District of Middlesex County, pursuant to Section 74 of Chapter 60 of the General Laws. By the Court, Attest: Charles A. Southworth Recorder. Dated:- February 16,1940.

Middlesex ss. Feb. 24, 1940. 8h. 30m. A.M. Rec'd & Recorded.

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Union Federal Savings and Loan Association of Boston holder of a mortgage from Orlyn O. McLeish and Phyllis E. McLeish to Union Federal Savings and Loan Association of Boston dated December 28, 1936 recorded with Middlesex South District Registry of Deeds Book 6088, Page 427 acknowledges satisfaction of the same IN WITNESS WHEREOF the said Union Federal Savings and Loan Association of Boston, has caused its corporate seal to be hereto affixed and these presents to be signed, in its name and behalf by Rebecca Stutman its Asst. Treasurer this 20th day of February A.D. 1940. Union Federal Savings and Loan Association of Boston by Rebecca Stutman (Rebecca Stutman) Assistant Treasurer. (Corporate seal) Countersigned George G. Phair (George G. Phair) President. THE COMMONWEALTH OF MASSACHUSETTS Suffolk ss. February 20, 1940. Then personally appeared the above named Rebecca Stutman and acknowledged the foregoing instrument to be the free act and deed of Union Federal Savings and Loan Association of Boston. before me, VanCourtlandt Lawrence Notary Public My commission expires, 19, - - - - - - - - - - - - - - - - - - - - - - -

Middlesex ss. Feb. 24, 1940. 8h. 30m. A.M. Rec'd & Recorded.

UNION FEDERAL SAVS. AND LOAN ASSN. OF BOSTON

DISC. MORT.

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Release Febuary 23-1940 The Holland Furnace Co, in consideration of payment in full for the personal property described in Notice of Conditional Sales of Personal Property for Alfred H. Counsellor, 15 Silver St Malden-Mass, Recorded in Middelsex, Deeds, book #5306-page 384- hereby relese all rights under same Holland Furnace Co. 190 Ferry St., Malden Mass. Tel. Mal. 1151 G. L. Smith Branch Manager. - - - - - - - - - -

Middlesex ss. Feb. 24, 1940. 8h. 30m. A.M. Rec'd & Recorded.

HOLLAND FURNACE CO.

REL. UNDER NOTICE OF CONDL. SALE OF PERS. PROP.

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DISCHARGE. KNOW ALL MEN BY THESE PRESENTS, That the West New-

WEST NEWTON SAVS. BANK

DISC. MORT.

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charges then due was made by me on the said Lawrence J. Lloyd on the ninegth day of April 1934, in conformity to law; and whereas, notice of my intention to take said land by virtue of the authority vested in me as collector of taxes for said city of Melrose has been duly given, as by law required; and whereas, the said taxes, at the date of this instrument, remain unpaid; now, therefore, KNOW ALL MEN BY THESE PRESENTS, that I, S.Homer Buttrick as collector of taxes as aforesaid, by virtue of the power and authority in me vested as aforesaid, have taken, and by these presents do take, for the said city of Melrose, subject to redemption according to law, and to all easements and restrictions lawfully existing in, upon, or over said land, or appurtenant thereto, when so taken, the following described lot or parcel of land, with the buildings thereon, the same being the land assessed as aforesaid, to wit: (Description Of Land) 241-38 Lawrence J. Lloyd About 7262 square feet of land, lot 34, on Grove Street and bounded: North by Grove Street, East by land now or formerly of Davis heirs, West by Gumner Avenue, South by land of owners unknown. Tax.....$16.80

The said Lawrence J. Lloyd is the only person known to me as owner of the above described estate. If not true, state the names of all owners known to the collector. IN WITNESS WHEREOF, I, the said S. Homer Buttrick, collector as aforesaid, have hereunto set my hand and seal, this twenty-third day of September in the year one thousand nine hundred and thirty-five. S. Homer Buttrick Collector of Taxes for the City of Melrose (Corporate seal) Middlesex ss. September 23, 1935. Then personally appeared the above named S. Homer Buttrick, Collector of Taxes for the City of Melrose, and acknowledged the foregoing instrument to be his free act and deed, before me, Andrew W. H. Restall, Notary Public. My commission expires Aug. 14, 1942. - - - - - - - - - - - - - - - - - - - - - - - - - - - - -

Middlesex ss. Sept. 27, 1935. 8h. 30m. A.M. Rec'd & Recorded.

See Book 6193 Page 510

See Book 202 Page 543

McDONALD'S EST. to CITY OF MELROSE TAX TAKING

THE COMMONWEALTH OF MASSACHUSETTS

CITY OF MELROSE OFFICE OF THE COLLECTOR OF TAXES

September 23, 1935. WHEREAS, the tax assessed by the board of assessors of the city of Melrose as of the first day of April, in the year 1933, upon John McDonald Est., as owner or occupant of the land hereinafter described, was duly committed to me as collector of taxes for said city of Melrose; and whereas, the said taxes, with apportioned and unapportioned betterment assessments and special assessments, with interest thereon, constituting a lien on said land which had been added thereto, amounting

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to eighteen dollars and sixty cents, have not been paid; and whereas, a demand for the payment of said taxes and interest, if any, and necessary intervening charges then due was made by me on the said John McDonald Est. on the tenth day of April 1934, in conformity to law; and whereas, notice of my intention to take said land by virtue of the authority vested in me as collector of taxes for said city of Melrose has been duly given, as by law required; and whereas, the said taxes, at the date of this instrument, remain unpaid; now, therefore, KNOW ALL MEN BY THESE PRESENTS, that I, S. Homer Buttrick as collector of taxes as aforesaid, by virtue of the power and authority in me vested as aforesaid, have taken, and by these presents do take, for the said city of Melrose, subject to redemption according to law, and to all easements and restrictions lawfully existing in, upon, or over said land, or appurtenant thereto, when so taken, the following described lot or parcel of land, with the buildings thereon, the same being the land assessed as aforesaid, to wit: (Description Of Land) 257-11 John McDonald Est. About 10 acres of land on Swains Pond Avenue being the same premises described in a deed from Sargeant to McDonald dated July 11, 1888 and recorded with Middlesex County Registry of Deeds, Book 1859, Page 435. - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - -

See Book 6159 Page 429
" " 6370 " 98

| | |
|---|---|
| Tax | $33.60 |
| Credit | 15.00 |
| Amt. due | $18.60 |

The said John McDonald Est. is the only person known to me as owner of the above described estate. If not true, state the names of all owners known to the collector. IN WITNESS WHEREOF, I, the said S.Homer Buttrick, collector as aforesaid, have hereunto set my hand and seal, this twenty-third day of September in the year one thousand nine hundred and thirty-five. S. Homer Buttrick Collector of Taxes for the City of Melrose (Corporate seal) Middlesex ss. September 23, 1935. Then personally appeared the above named S. Homer Buttrick, Collector of Taxes for the City of Melrose, and acknowledged the foregoing instrument to be his free act and deed, before me, Andrew W. H. Restall, Notary Public. My commission expires Aug. 14, 1942. - - - - - - - - - - - - - - - - - - - - - - - - - - - - - -

Middlesex ss. Sept. 27, 1935. 8h. 30m. A.M. Rec'd & Recorded.

THE COMMONWEALTH OF MASSACHUSETTS

CITY OF MELROSE OFFICE OF THE COLLECTOR OF TAXES

NOURSE'S EST. to CITY OF MELROSE TAX TAKING

September 23, 1935. WHEREAS, the tax assessed by the board of assessors of the city of Melrose as of the first day of April, in the year 1933, upon Merrill W. Nourse Est., as owner or occupant of the land hereinafter de-

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1859

the above named Abram E Brown and acknowledged the foregoing instrument to be his free act and deed before me Charles A. Corey, Justice of the Peace.

Middlesex ss. July 12. 1888. Recd & Recorded.

Attest Chas B Stevens Reg

Sargeant to McDonald W.

Know all Men by these Presents—

That I Sarah W. Sargeant of Cambridge in the County of Middlesex and Commonwealth of Massachusetts unmarried in consideration of four hundred dollars paid by John McDonald of Cambridgeport in said County of Middlesex the receipt whereof is hereby acknowledged, do hereby give, grant, bargain sell and convey unto the said John McDonald a certain lot of land situated in the south easterly part of Melrose in said County of Middlesex and westerly from Swains Pond Avenue bounded and described as shown on a plan of land owned by the heirs of Samuel S. Sargeant dated December 1844 John Sargeant surveyor as follows, viz: Beginning at the northeast corner of the lot thence running South 5° East by land formerly of Capt. George Winslow thirty eight and 9/10 rods thence running South 87° west by land formerly of David Faulkner and the heirs of Nathan Nichols forty five and 1/10 rods thence north by land formerly of John Pratt forty one and 6/10 rods thence east by land formerly of John Lynde forty two rods containing according to said plan ten and three fourths acres and thirty two poles with all the rights and privileges belonging thereto. Subject to any right of way over said lot if any there be. For my title see wills of my father Samuel S. Sargeant who died in 1840 of my sister Esther Carter Sargeant who died July 13. 1857 and of my sister Nancy Sargeant who died April 6. 1863 all probated in Mid. Co. my sister Abigail Richardson Sargent died Feb. 5. 1857 and my mother Esther Sargeant died May 10. 1864 there was no administration of the estates of the last two named. Also see deed from my sister Mary S. Sargent to me recorded with Mid. So Dist Deeds Book 1641 page 458. I being the grantee therein though the initial letter of my middle name is recorded as M. Thomas Sargeant. Nehemiah Oakes Sargeant and Elizabeth Sprague mentioned in my fathers will were his children by his first wife Also see other deeds to me. To Have and To Hold the granted premises with all the privi

See Plan recorded at the end of this Book.

38.2 RODS
45.1 RODS
41.6 Rods
42 Rods
10 AC

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1859

leges and appurtenances thereto belonging to the said John McDonald and his heirs and assigns to their own use and behoof forever. And I hereby for myself and my heirs executors and administrators covenant with the grantee and his heirs and assigns that I am lawfully seized in fee simple of the granted premises that they are free from all incumbrances except my right of way as aforesaid that I have good right to sell and convey the same as aforesaid and that I will and my heirs executors and administrators shall Warrant and Defend the same to the grantee and his heirs and assigns forever against the lawful claims and demands of all persons. In Witness Whereof I the said Sarah W. Sargeant hereunto set my hand and seal this eleventh day of July in the year one thousand eight hundred and eighty eight. Sarah Wait Sargeant (seal). Signed sealed and delivered in presence of Henry H. Winslow. Commonwealth of Massachusetts. Middlesex ss. Cambridge July 11. 1888. Then personally appeared the above named Sarah W. Sargeant and acknowledged the foregoing instrument to be her free act and deed before me. Henry H. Winslow. Justice of the Peace.

Middlesex ss. July 12. 1888. Recd. & Recorded.

Attest Chas B. Stevens Reg.

Morrill to Cole Disc. W.

Know all Men by these Presents

That I Luther W. Morrill the mortgagee named in a certain mortgage given by Barna S. Cole to me the said Morrill dated November 16. A.D. 1888 and recorded in Middlesex So Dist Registry of Deeds. libro 1826 folio 342 do hereby acknowledge that I have received from Barna S. Cole the mortgagor named in said mortgage full payment and satisfaction of the same and in consideration thereof I do hereby cancel and discharge said mortgage and release and quitclaim unto the said Barna S. Cole and his heirs and assigns forever the premises thereby conveyed. In Witness Whereof I hereunto set my hand and seal this tenth day of July A.D 1888. Luther W. Morrill (seal). Signed and sealed in the presence of Commonwealth of Massachusetts. Suffolk ss. July 10. 1888. Then personally appeared the above named Luther W. Morrill and acknowledged the foregoing instrument to be his free act and deed before me Henry W. Bragg Justice of the Peace. Middlesex ss. July 12. 1888. Recd & Recorded.

Attest Chas B. Stevens Reg.

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EXHIBIT B to Lease Agreement

DESCRIPTION OF PREMISES

The Premises includes locations where solar equipment will be installed and accessed for construction, operation, maintenance and decommissioning as depicted on the Site Plan below (as it or the Project may be modified pursuant to the Lease).

The Premises is benefitted by the Access Rights and Easements set forth in Section 3 of the Lease including rights to combine and connect the Project to Host's existing main electric equipment and rights to interconnect the Project to the utility network.

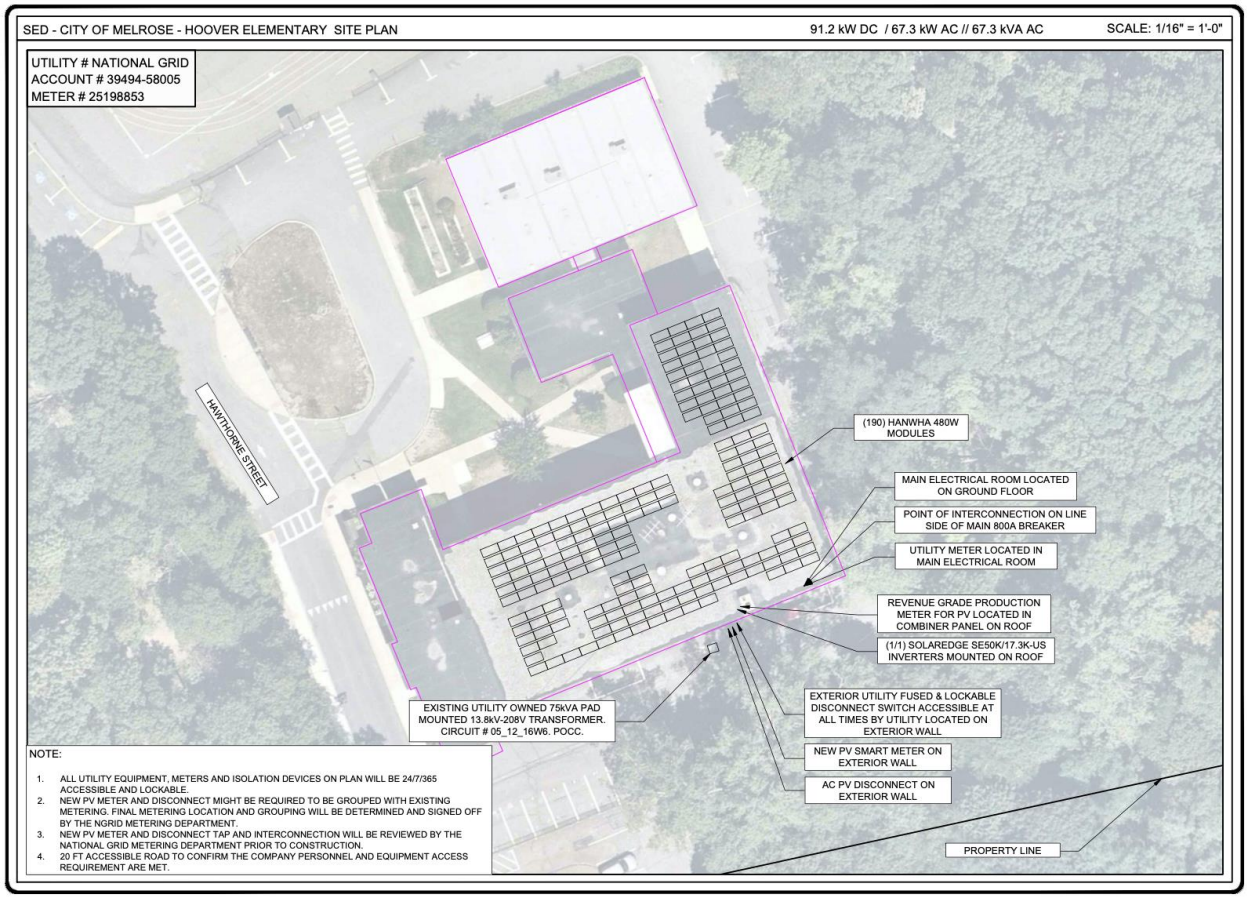


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EXHIBIT C to Lease Agreement
Form of Notice of Lease
*[On following Page]*

Minutes Acceptance: Minutes of Feb 21, 2023 7:45 PM (Reading of the Minutes)

Record and return to:
Solect Energy Development LLC
89 Hayden Rowe Street
Hopkinton, MA 01748
Attn: Legal Notices

[insert address]

## NOTICE OF LEASE

In accordance with the provisions of Massachusetts General Laws, Chapter 183, section 4, as amended, notice is hereby given of the following described lease and easements:

**Parties to the [insert name of lease agreement] (the "Lease"):**

**Host/Landlord:**

**Provider/Tenant:** Solect Energy Development LLC
89 Hayden Rowe Street
Hopkinton, MA 01748
(and its successors and/or assigns)

**Property Description:** The real property located at [Street], [Town, State Zip] described on the attached Exhibit A (the "Property"). For Landlord's title see Deed recorded with the [__Insert County___] [Registry of Deeds/Land Records] in [Book _____, Page _____] [Certificate of Title No_____].

**Description of Leased Premises**: A portion of the Property as described on the attached Exhibit B where solar equipment will be installed and accessed for the term of the agreement, including the roofs, exterior and interior walls, through to the main electric room, and exterior areas of the Property. (the "Lease Area")

**Date of Execution of the Lease:** _____ (the "Effective Date").

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**Term of Lease**:

The Term of the Lease includes a Development Period, Operations Period and Decommissioning Period. The Lease shall commence on the Effective Date and, unless terminated earlier pursuant to the provisions of the Lease, the Operations Period shall continue until 11:59 p.m. on the last day of the calendar month in which the twentieth (20th) anniversary of the Commercial Operation Date, as defined in the Lease, unless the Tenant exercises the Options to Extend, in which case the Term of Lease shall include the Development Period, the Operations Period, the [Extension Terms] and the Decommissioning Period.

**Options to Extend:**

Tenant shall have the right to extend the Term of the Lease for [_____] year terms.

**Decommissioning Period**

Tenant shall remove the System within 180 days of the termination of the Lease, (provided that if such 180 day term ends within the months of December, January, February, March, or April, the Decommissioning Period shall extend to July 31) whereupon the Lease shall expire and shall be of no further force and effect

**Easements**.

(a) Under the Lease, Landlord granted the easements (the "Easements") to Tenant described in Exhibit C across and burdening the Property.

(b) Landlord's grant of Easements in the Lease shall commence on the Effective Date and end upon termination of the Decommissioning Period.

**Ownership of the Facility.**

Landlord shall have no right, title or interest in the solar energy facility (as defined in the Lease) ("Project") or any component thereof and Tenant shall be the exclusive owner thereof.

**Miscellaneous**

1. This Notice of Lease may be executed in multiple counterparts, each of which shall be deemed an original and all of which, together, shall constitute one and the same instrument.

2. This Notice of Lease does not describe or refer to all of the terms or conditions contained in the actual Lease and nothing contained herein shall serve to modify or amend the terms of the



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actual Lease. In the event of any inconsistency between the provisions of the Lease and the provisions of this Notice, the provisions of the Lease shall control.

3. Any capitalized term not defined herein shall have the definition ascribed to it in the Lease.

EXECUTED as a sealed instrument on as of _____ __, 202_.

**LANDLORD:**
[insert name of Landlord]

By: ____XXXXX_____
Name and Title:

COMMONWEALTH OF MASSACHUSETTS

_____ County

On this _____ day of _____, 202_, before me, the undersigned Notary Public, personally appeared the above-named _____, the _____ of _____ proved to me by satisfactory evidence of identification, being (check whichever applies): □ driver's license or other state or federal governmental document bearing a photographic image, □ oath or affirmation of a credible witness known to me who knows the above signatory, or □ my own personal knowledge of the identity of the signatory, to be the person whose name is signed above, and acknowledged the foregoing to be signed by him voluntarily for its stated purpose on behalf of _____.

____XXXXX_____
Notary Public
My Commission Expires:

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**TENANT:**
Solect Energy Development LLC

By: _____
James R. Dumas, CFO, an Authorized Signatory

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss

On this _____ date of _____, 2020, before me, the undersigned notary public, personally appeared James R. Dumas, CFO of Solect Energy Development LLC, and an Authorized Signatory, personally known to me 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 as CFO of Solect Energy Development LLC, a Massachusetts limited liability company and the voluntary act of the company.

____XXXXX_____
Notary Public
My Commission Expires:

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**EXHIBIT A**

**PROPERTY DESCRIPTION**

**Property Address: [insert property address]**

**[insert legal description plus deed reference, book and page or Certificate of Title]**

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## EXHIBIT B

## LEASE AND EASEMENT AREA DESCRIPTION

The Lease and Easement Area shall mean the areas of the Property delineated in the Site Plan below.

[insert site plan]

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# EXHIBIT C

## EASEMENTS [update with Easements/Access Rights per lease and PPA]

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EXHIBIT D to Lease Agreement

FORM OF SNDA

SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT

THIS AGREEMENT (this "Agreement") is made as of this _____ day of _____, 20__, by and among _____, a duly organized banking association, with a principal office at _____("Lender"), _____("Landlord"), and Solect Energy Development LLC, ("Tenant").

W I T N E S S E T H

WHEREAS, Tenant and Landlord have entered into a Lease Agreement dated _____, 20__, (the "Lease") covering the premises located at _____ (the "Premises"), notice of which is recorded with [Name of Registry] (the "Registry") in Book _____, Page _____, (being the property more particularly described in Exhibit A attached hereto and incorporated herein) pursuant to which Tenant has installed or will install on the Premises a photovoltaic facility for the generation of electricity from solar energy (the "Solar Facility"); and

WHEREAS, Lender is the mortgagee pursuant to a [Mortgage and Security Agreement dated _____] (the "Mortgage") and a [Conditional Assignment of Rents and Leases dated _____] (the "Assignment") encumbering, the Premises which are both recorded with the _____ Registry in Book _____page _____ and Book _____ page _____ respectively; and

WHEREAS, Lender, Tenant, and Landlord wish to set forth respective rights of each party;

NOW, THEREFORE, in consideration of the mutual covenants hereinafter contained and other valuable consideration, the parties hereto covenant and agree as follows:

1. The Lease and any extensions, renewals, replacements or modifications thereof, and all of the right, title and interest of Tenant thereunder in and to the Premises are and shall be subject and subordinate to the Mortgage and to all of the terms and conditions contained therein, and to any advances, renewals, modifications, replacements, consolidations, amendments and extensions thereof.

2. Lender consents to the Lease and in the event Lender comes into possession of or acquires title to the Premises as a result of the foreclosure, or other enforcement of the Mortgage, or as a result of any other means, Lender agrees that Lender will recognize Tenant and will not disturb Tenant or Tenant's financing parties in their possession of the Premises or their rights in the Lease for any reason other than one which would entitle Landlord to terminate the Lease under its terms or would cause, without any further action by Landlord, the termination of the



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Lease, and the Lease will continue in full force and effect as a direct agreement between Lender and Tenant.

3. The Solar Facility shall not be, or be deemed to be, a part of or an accession or addition to or a fixture on the Premises even though the Solar Facility is installed on the Premises; nor shall the Solar Facility be moved from the Premises by the Lender unless Tenant's prior written consent to such move has been obtained.

4. Lender waives any and all right, title and interest in the Solar Facility and shall not acquire any such right title or interest by virtue of the installation of the Solar Facility on the Premises. The undersigned Lender further waives any right to seize, or to claim any interest, whatsoever in the Solar Facility on account of any claim or right the undersigned may have against any person, including, without limitation, any claim or right the undersigned may have or assert against the Landlord, by foreclosure or otherwise.

5. Tenant may at any time, at its option, enter upon the Premises and inspect, maintain, remove or repair the Solar Facility to the extent provided in the Lease.

6. When sending to Landlord any notice of impending or actual foreclosure of the Premises, the undersigned Lender shall concurrently provide Tenant a copy of the same.

7. Tenant agrees with Lender that if the interests of Landlord in the Premises shall be transferred to and owned by Lender by reason of foreclosure or other proceedings brought by it, or any other manner, or shall be conveyed thereafter by Lender or shall be conveyed pursuant to a foreclosure sale of the Premises, Tenant shall be bound to Lender under all of the terms, covenants and conditions of the Lease for the balance of the time thereof remaining and any extensions or renewals thereof which may be effected in accordance with any option therefor in the Lease, with the same force and effect as if Lender were the landlord under the Lease and Tenant does hereby attorn to Lender as its landlord, said attornment to be effective and self-operative without the execution of any further instruments on the part of any of the parties hereto immediately upon Lender succeeding to the interest of Landlord in the Premises. Notwithstanding the foregoing, Lender shall not be: (i) liable for any act or omission of Landlord, or for any fact, circumstance or condition existing or arising prior to Lender's succession in interest to Landlord unless such fact, circumstance or condition shall continue after such succession; or (ii) subject to any offsets, claims or defenses which Tenant might have against Landlord, except as set forth in the Lease.

8. This Agreement shall bind and inure to the benefit of the parties hereto, their successors and assigns. As used herein the term "Tenant" shall include Tenant, its successors and assigns; the words "foreclosure" and "foreclosure sale" as used herein shall be deemed to include the acquisition of Landlord's estate in the Premises by voluntary deed (or assignment) in lieu of foreclosure; and the word "Lender" shall include the Lender herein specifically named and any of its successors, participants and assigns, including anyone who shall have succeeded to Landlord's interest in the Premises by, or through, Lender foreclosure of the Mortgage.

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9. All notices, consents and other communications pursuant to the provisions of this Agreement shall be in writing and shall be sent by registered or certified mail, return receipt requested, or by a reputable commercial overnight carrier that provides a receipt, or by facsimile with confirmation of transmission, and shall be deemed given when postmarked and addressed as follows:

If to Lender:

If to Tenant: Solect Energy Development LLC
89 Hayden Rowe Street
Hopkinton, MA 01748
Attn: Legal Notices

If to Landlord:

or to such other address as shall from time to time have been designated by written notice by such party to the other parties as herein provided.

10. This Agreement may not be modified orally or in any manner other than by agreement, in writing, signed by the parties hereto. This Agreement may be executed in counterparts, each of which shall be deemed an original, and such counterparts taken together shall constitute but one agreement. This Agreement shall be governed by the laws of the state or commonwealth where the Premises are located.

[This Page Ends Here – Signature Page to SNDA Follows]

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IN WITNESS WHEREOF, the parties hereto have placed their hands and seals the day and year first written above.

TENANT:
SOLECT ENERGY DEVELOPMENT LLC

By: _____XXXXX_____
Printed Name:
Title:

LANDLORD:

By: _____XXXXX_____
Printed Name:
Title:

LENDER:

By: _____XXXXX_____
Printed Name:
Title:

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CITY OF MELROSE

DENISE M. GAFFEY
*Director & City Planner*

OFFICE OF PLANNING AND
COMMUNITY DEVELOPMENT

City Hall, 562 Main Street
Melrose, Massachusetts 02176
Telephone - (781) 979-4190
Fax - (781) 979-4290

# MEMORANDUM

**TO:** Melrose City Council

**FROM:** Martha Grover, Sustainability Manager

**RE:** Hoover and Horace Mann Solar PPA/Lease Authorization

**DATE:** February 13, 2023

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Attached for your review are the Solar Power Purchase and Lease agreements with Solect Energy Development to install a 67.3 kW AC and 50 kW AC system on the Hoover and Horace Mann Elementary School roofs respectively. We seek authorization from the City Council for Mayor Brodeur to execute these agreements.

The city has worked with Solect for over a year to develop these projects and take advantage of the new roofs scheduled to be installed this summer, favorable federal tax credits, Block 10 utility SMART incentives, and fantastic solar access at these two schools. Action 28 in the Melrose Net Zero Action seeks to "Maximize the installation of clean energy sources on municipal property" and these projects are in line with and support the city's effort to lead by example.

I look forward to answering your questions at a future meeting but don't hesitate to reach out in advance at mgrover@cityofmelrose.org or 781.979.4195 as well.

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# Solect Solar Update
# City of Melrose

## Hoover Elementary School
## &
## Horace Mann Elementary School

solectenergy
Power Your Tomorrow

February 1, 2023

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# Hoover Elementary School
# &
# Horace Mann Elementary School

## Electricity Analysis and Solar Designs



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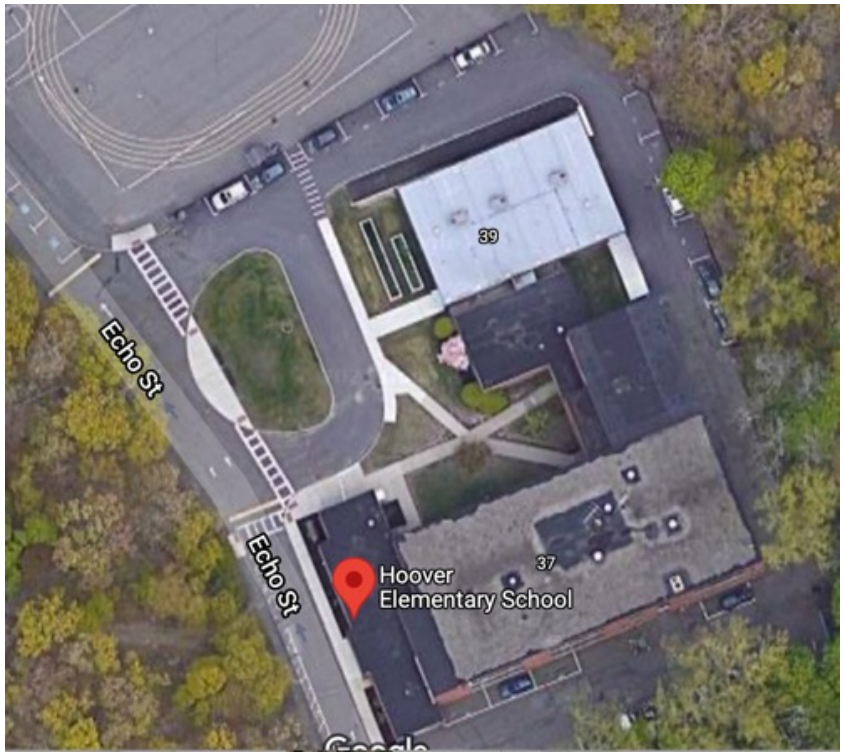
# Hoover Elementary School

## 37 Glendower Road, Melrose MA 02176




solectenergy
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# Hoover Elementary School

## Electricity Analysis

November 2022

National Grid's Nov 2022 Delivery Rate kWh Charges

Anticipated 3rd Party Supply Rate kWh (current contract expires on 12/10/23)

**Total Addressable Electricity Rate**

| Facility | Hoover Elementary School | | | | | |
|---|---|---|---|---|---|---|
| Utility | National Grid | | | | | |
| Address | 37 Glendower Rd Melrose MA 02176 | | | | | |
| Account Number | 39494-58005 | | | | | |
| Rate Class | G-1 (B1) | | | | | |
| Meter Number | 25198853 | | | | | |
| Month | Nov-22 | | | | | |
| kWhr | 8,480 | | | | | |
| Variable Cost ($) | 977.77 | | | | | |
| Delivery ($/kWh) | $ 0.11530 | | | | | |
| Supply ($/kWh) | $ 0.13000 | | | | | |
| **Avoided Rate** | **$ 0.24530** | | | | | **0.24530** |
| TTD Rate | $ 0.11530 | | | | | |
| Est. Annual Inflation | 2.00% | | | | | |

| Monthly Usage | POI Meter | | | | | Total |
|---|---|---|---|---|---|---|
| January | 16,560 | | | | | 16,560 |
| February | 17,840 | | | | | 17,840 |
| March | 16,000 | | | | | 16,000 |
| April | 14,400 | | | | | 14,400 |
| May | 8,000 | | | | | 8,000 |
| June | 8,400 | | | | | 8,400 |
| July | 6,240 | | | | | 6,240 |
| August | 3,200 | | | | | 3,200 |
| September | 12,560 | | | | | 12,560 |
| October | 8,800 | | | | | 8,800 |
| November | 8,480 | | | | | 8,480 |
| December | 13,920 | | | | | 13,920 |
| **12 Month Total** | **134,400** | - | - | - | - | **134,400** |
| **Average** | **11,200** | - | - | - | - | |

Annual Electricity Consumption

**Total Annual Spend (not including fixed charges)** $ 32,969

selectenergy
Power Your Tomorrow



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# Hoover Elementary School

## Rooftop Design

System Size 91.2 KW DC / 67.3 KW AC

Estimated Year 1 Production: 105,744.4 kWh

solectenergy
Power Your Tomorrow



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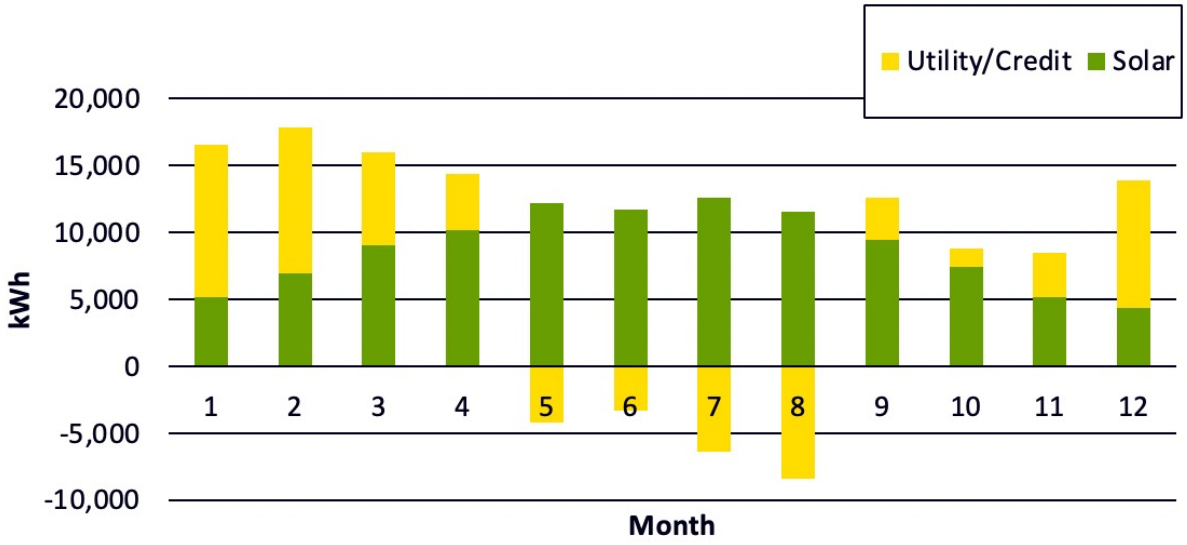
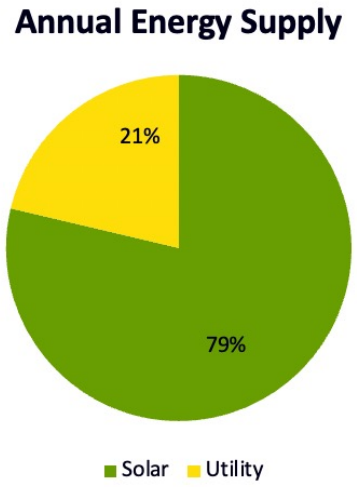
# Hoover Elementary School

## Electricity Consumption vs Production

**105,744 kWh in Year 1**




Based on 12 mo. Usage of 134,400 kWh as per utility bills.

solectenergy
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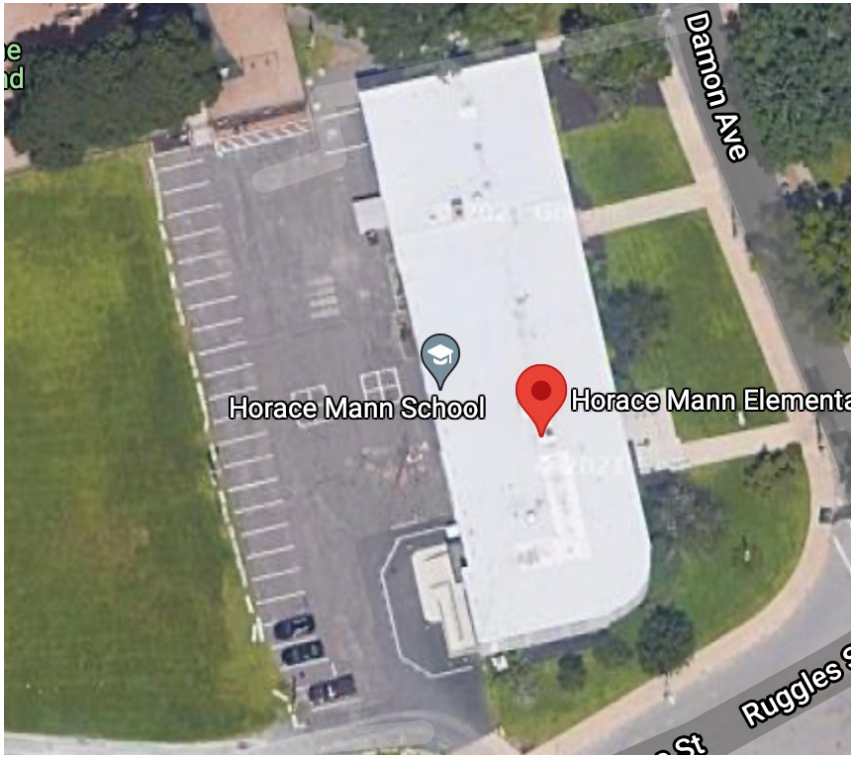
# Horace Mann Elementary School

## 40 Damon Ave, Melrose MA 02176




solectenergy
Power Your Tomorrow



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# Horace Mann Elementary School

## Electricity Analysis

3 Year Average (2018 - 2020)

National Grid's Feb 2022 Delivery Rate kWh Charges

Anticipated 3rd Party Supply Rate kWh (current contract expires on 12/10/23)

**Total Addressable Electricity Rate**

| Facility | Horace Mann Elementary School | | | | | |
|---|---|---|---|---|---|---|
| Utility | National Grid | | | | | |
| Address | 40 Damon Ave, Melrose MA 02176 | | | | | |
| Account Number | 64798-33000 | | | | | |
| Rate Class | G-1 (B1) | | | | | |
| Meter Number | 98742524 | | | | | |
| Month | Feb-22 | | | | | |
| kWhr | 19,120 | | | | | |
| Variable Cost ($) | $ 2,159 | | | | | |
| Delivery ($/kWh) | $ 0.11293 | | | | | |
| Supply ($/kWh) | $ 0.13000 | | | | | |
| **Avoided Rate** | **$ 0.24293** | | | | | **0.24293** |
| TTD Rate | $ 0.11293 | | | | | |
| [illegible] Inflation | 2.00% | | | | | |

| Monthly Usage | POI Meter | | | | | Total |
|---|---|---|---|---|---|---|
| January | 10,280 | | | | | 10,280 |
| February | 10,600 | | | | | 10,600 |
| March | 6,280 | | | | | 6,280 |
| April | 9,040 | | | | | 9,040 |
| May | 9,320 | | | | | 9,320 |
| June | 9,080 | | | | | 9,080 |
| July | 2,800 | | | | | 2,800 |
| August | 3,320 | | | | | 3,320 |
| September | 920 | | | | | 920 |
| October | 12,200 | | | | | 12,200 |
| November | 5,680 | | | | | 5,680 |
| December | 9,400 | | | | | 9,400 |
| **12 Month Total** | **88,920** | - | - | - | - | **88,920** |
| **Average** | **7,410** | - | - | - | - | |

Annual Electricity Consumption

**Total Annual Spend (not including fixed charges)** $ 21,601

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# Horace Mann Elementary School

## Rooftop Design

System Size 67.68 KW DC / 50 KW AC

Estimated Year 1 Production: 78,450.6 kWh

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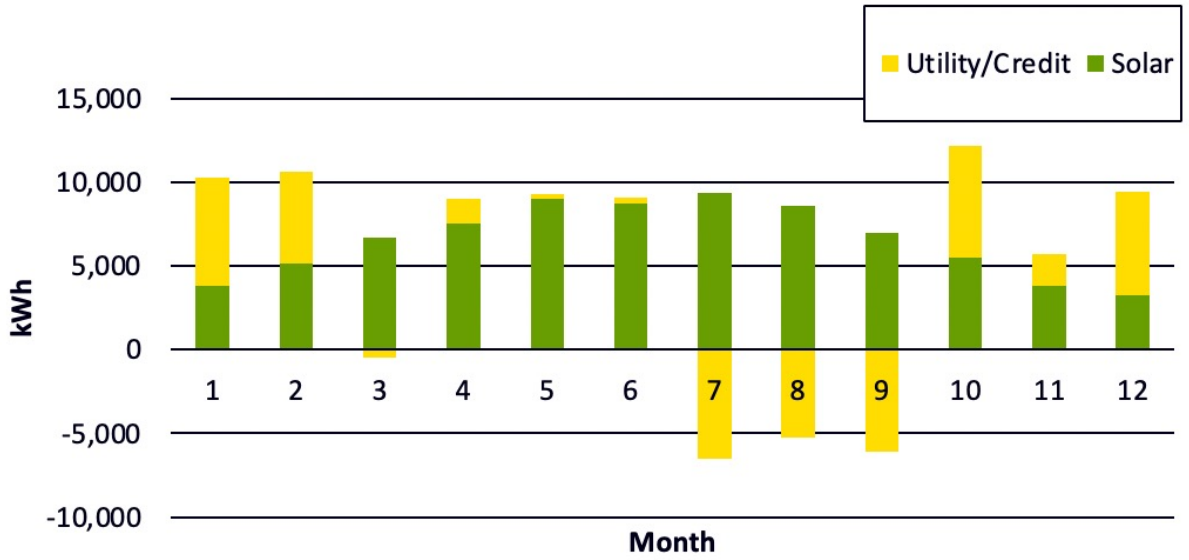
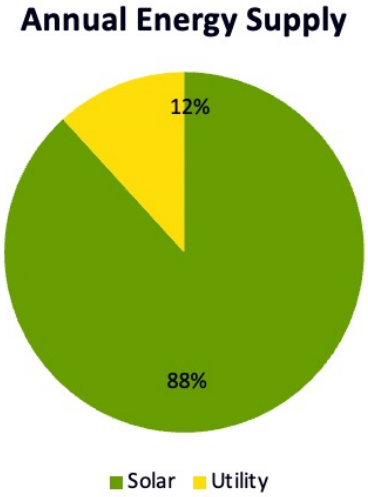
# Horace Mann Elementary School

## Electricity Consumption vs Production

**78,451 kWh in Year 1**




Based on 12 mo. Usage of 88,920 kWh as per utility bills.

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# Power Purchase Agreement

# Solar Incentives & PPA Rates

## Cost Saving for Melrose Public Schools



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# Preliminary System Sizes & PPA Rates

## Summary Slide

| Solar System | System Size (KW DC / KW AC) | System Production Year 1 (kWh) | Avoided Electricity Rate ($/kWh) | MA SMART Block 10 PPA Rate ($/kWh) | MA SMART Block 11 PPA Rate ($/kWh) |
|---|---|---|---|---|---|
| Hoover Elementary School Rooftop System | 92.1 KW DC / 67.3 KW AC | 105,744 | $0.24530 | $0.159 | $0.162 |
| Horace Mann Elementary School Rooftop System | 67.68 KW DC / 50 KW AC | 78,450 | $0.24293 | $0.182 | $0.186 |

Notes:

- Assumes Transformer Upgrade for Horace Mann Elementary School and no additional Utility Upgrades
- Assumes Prevailing Wage Rates for Public Entity
- Bonding not included as system is 3rd party owned
- Based on a 30% Federal Investment Tax Credit
- Annual Electricity Escalation Rate of 2%
- MA SMART PSoQ Block 10 awarded 11/28/2022
- Melrose Public School's Constellation NewEnergy Supply Rate expires 12/10/2023
- Anticipated Avoided Electricity Rates based on a $0.130 / kWH 3rd Party Supply Rates going forward.

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# Hoover Elementary School

## System Size: 92.1 KW DC / 67.3 KW AC

## PPA Summary Slide

| HooverElementary School Rooftop Solar System PPA Rates (Addressable Electricity Rate) | | |
|---|---|---|
| SMART Block Award | 10 | 11 |
| MA Incentive Award | $0.05819 | $0.05483 |
| PPA Rate | $0.159 / kWh | $0.162 / kWh |
| Est. Year 1 Savings | $6,262 | $5,945 |
| Est. 20 Year Savings | $211,133 | $205,110 |

Notes:

- Assumes Transformer Upgrade for Horace Mann Elementary School and no additional Utility Upgrades
- Assumes Prevailing Wage Rates for Public Entity
- Bonding not included as system is 3rd party owned
- Based on a 30% Federal Investment Tax Credit
- Annual Electricity Escalation Rate of 2%
- MA SMART PSoQ Award Block 10 BTM awarded 11/28/2022
- Melrose Public School's Constellation NewEnergy Supply Rate expires 12/10/2023
- Anticipated Avoided Electricity Rates based on a $0.130 / kWH 3rd Party Supply Rates going forward.

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# Hoover Elementary School

## System Size: 92.1 KW DC / 67.3 KW AC

### PPA Block 10 SMART Award Detailed Slide

| Year | Solar Production (kWh) | Grid-Delivered Electricity Cost ($/kWh) | Electric Savings | Solar PPA Rate ($/kWh) | PPA Payment | Net Savings |
|---|---|---|---|---|---|---|
| 1 | 105,744 | $0.2453 | $23,076 | $0.1590 | $16,813 | **$6,262** |
| 2 | 105,163 | $0.2502 | $23,408 | $0.1590 | $16,721 | **$6,687** |
| 3 | 104,584 | $0.2552 | $23,744 | $0.1590 | $16,629 | **$7,115** |
| 4 | 104,009 | $0.2603 | $24,086 | $0.1590 | $16,537 | **$7,549** |
| 5 | 103,437 | $0.2655 | $24,433 | $0.1590 | $16,447 | **$7,986** |
| 6 | 102,868 | $0.2708 | $24,784 | $0.1590 | $16,356 | **$8,428** |
| 7 | 102,302 | $0.2763 | $25,141 | $0.1590 | $16,266 | **$8,875** |
| 8 | 101,740 | $0.2818 | $25,503 | $0.1590 | $16,177 | **$9,326** |
| 9 | 101,180 | $0.2874 | $25,870 | $0.1590 | $16,088 | **$9,782** |
| 10 | 100,624 | $0.2932 | $26,242 | $0.1590 | $15,999 | **$10,243** |
| 11 | 100,070 | $0.2990 | $26,620 | $0.1590 | $15,911 | **$10,708** |
| 12 | 99,520 | $0.3050 | $27,003 | $0.1590 | $15,824 | **$11,179** |
| 13 | 98,973 | $0.3111 | $27,391 | $0.1590 | $15,737 | **$11,655** |
| 14 | 98,428 | $0.3173 | $27,785 | $0.1590 | $15,650 | **$12,135** |
| 15 | 97,887 | $0.3237 | $28,185 | $0.1590 | $15,564 | **$12,621** |
| 16 | 97,348 | $0.3301 | $28,591 | $0.1590 | $15,478 | **$13,112** |
| 17 | 96,813 | $0.3367 | $29,002 | $0.1590 | $15,393 | **$13,609** |
| 18 | 96,281 | $0.3435 | $29,420 | $0.1590 | $15,309 | **$14,111** |
| 19 | 95,751 | $0.3504 | $29,843 | $0.1590 | $15,224 | **$14,618** |
| 20 | 95,224 | $0.3574 | $30,272 | $0.1590 | $15,141 | **$15,132** |
| | | | | | **Total** | **$211,133** |

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# Horace Mann Elementary School

## System Size: 67.68 KW DC / 50 KW AC
## PPA Summary Slide

| Horace Mann Elementary School Rooftop Solar System PPA Rates (Addressable Electricity Rate) | | |
|---|---|---|
| SMART Block Award | 10 | 11 |
| MA Incentive Award | $0.05819 | $0.05483 |
| PPA Rate | $0.182 / kWh | $0.186 / kWh |
| Est. Year 1 Savings | $2,465 | $2,151 |
| Est. 20 Year Savings | $113,719 | $107,760 |

Notes:

- Assumes Transformer Upgrade for Horace Mann Elementary School and no additional Utility Upgrades
- Assumes Prevailing Wage Rates for Public Entity
- Bonding not included as system is 3rd party owned
- Based on a 30% Federal Investment Tax Credit
- Annual Electricity Escalation Rate of 2%
- MA SMART PSoQ Award Block 10 BTM awarded 11/28/2022
- Melrose Public School's Constellation NewEnergy Supply Rate expires 12/10/2023
- Anticipated Avoided Electricity Rates based on a $0.130 / kWH 3rd Party Supply Rates going forward.

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# Horace Mann Elementary School

## System Size: 67.68 KW DC / 50 KW AC

### PPA Block 10 SMART Award Detailed Slide

| Year | Solar Production (kWh) | Grid-Delivered Electricity Cost ($/kWh) | Electric Savings | Solar PPA Rate ($/kWh) | PPA Payment | Net Savings |
|---|---|---|---|---|---|---|
| 1 | 78,451 | $0.2429 | $16,743 | $0.1820 | $14,278 | $2,465 |
| 2 | 78,019 | $0.2478 | $16,984 | $0.1820 | $14,199 | $2,784 |
| 3 | 77,590 | $0.2527 | $17,228 | $0.1820 | $14,121 | $3,107 |
| 4 | 77,163 | $0.2578 | $17,476 | $0.1820 | $14,044 | $3,432 |
| 5 | 76,739 | $0.2630 | $17,728 | $0.1820 | $13,966 | $3,761 |
| 6 | 76,317 | $0.2682 | $17,983 | $0.1820 | $13,890 | $4,093 |
| 7 | 75,897 | $0.2736 | $18,241 | $0.1820 | $13,813 | $4,428 |
| 8 | 75,480 | $0.2791 | $18,504 | $0.1820 | $13,737 | $4,767 |
| 9 | 75,064 | $0.2846 | $18,770 | $0.1820 | $13,662 | $5,108 |
| 10 | 74,652 | $0.2903 | $19,040 | $0.1820 | $13,587 | $5,454 |
| 11 | 74,241 | $0.2961 | $19,314 | $0.1820 | $13,512 | $5,802 |
| 12 | 73,833 | $0.3021 | $19,592 | $0.1820 | $13,438 | $6,155 |
| 13 | 73,427 | $0.3081 | $19,874 | $0.1820 | $13,364 | $6,511 |
| 14 | 73,023 | $0.3143 | $20,160 | $0.1820 | $13,290 | $6,870 |
| 15 | 72,621 | $0.3205 | $20,450 | $0.1820 | $13,217 | $7,233 |
| 16 | 72,222 | $0.3270 | $20,745 | $0.1820 | $13,144 | $7,600 |
| 17 | 71,825 | $0.3335 | $21,043 | $0.1820 | $13,072 | $7,971 |
| 18 | 71,430 | $0.3402 | $21,346 | $0.1820 | $13,000 | $8,346 |
| 19 | 71,037 | $0.3470 | $21,653 | $0.1820 | $12,929 | $8,724 |
| 20 | 70,646 | $0.3539 | $21,965 | $0.1820 | $12,858 | $9,107 |
| | | | | | Total | $113,719 |

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# POWER PURCHASE AGREEMENT

For

SED City of Melrose - Horace Mann School
40 Damon Avenue
Melrose, MA 02176

Dated as of

_____

between

City of Melrose
562 Main St
Melrose, MA 02176

And

Solect Energy Development LLC
89 Hayden Rowe Street
Hopkinton, Massachusetts 01748

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## EXHIBITS

EXHIBIT A – ENERGY PURCHASE PRICES

EXHIBIT A-1 – PILOT AMOUNTS

EXHIBIT B – EARLY TERMINATION AMOUNTS

EXHIBIT C – DESCRIPTION OF SITE

EXHIBIT D – DESCRIPTION OF PREMISES

EXHIBIT E – DESCRIPTION OF PROJECT

EXHIBIT F – ESTIMATED ANNUAL PRODUCTION

EXHIBIT G – INSURANCE REQUIREMENTS

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# POWER PURCHASE AGREEMENT

This Power Purchase Agreement ("**Agreement**" or "**PPA**") is entered into as of _____, (the "**Effective Date**"), by and between City of Melrose, a municipality with an address of 562 Main St Melrose, MA 02176 ("**Host**"), and Solect Energy Development LLC, ("**Solect**" or "**Provider**") a Limited Liability Company located in Hopkinton, Massachusetts (together, the "**Parties**").

WHEREAS, Host is a member of PowerOptions, Inc. ("**PowerOptions**"), a nonprofit corporation organized under the laws of the Commonwealth of Massachusetts and the Internal Revenue Code that assists its members with procuring energy products and energy-related services for facilities they own and/or operate;

WHEREAS, Provider and PowerOptions have entered into an agreement dated June 30th, 2020, as amended, governing the terms and conditions of Provider's participation in the PowerOptions Solar and Storage Program;

WHEREAS, Host is the owner of the properties located and described in Exhibit C and desires to make a portion of such properties available to Provider for the construction, operation and maintenance of a solar powered electric generating Project, and to purchase from Provider the electric energy produced by the Project;

WHEREAS, this Agreement is a service contract within the meaning of Section 7701(e)(3) of the Internal Revenue Code of 1986, as amended; and

WHEREAS, Provider desires to develop, design, construct, own and operate the Project located at and described in Exhibit D, and sell to Host the electric energy produced by the Project; and

WHEREAS, Provider and Host have entered into that certain Lease dated on or about the date hereof (as amended or modified from time to time, the "**Lease**") pursuant to which Host has granted Provider a leasehold interest and certain use and access rights to the Premises.

NOW, THEREFORE, in consideration of the promises, the covenants set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows.

**1. DEFINITIONS.** Certain capitalized terms used in this Agreement have the meanings set forth in the attached GLOSSARY OF TERMS or as defined in the body of this Agreement.

**2. TERM.**

(a) Term. This Agreement shall consist of an Initial Period and an Operations Period. As used herein, "**Term**" shall mean all of the Initial Period and the Operations Period, unless the

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Provider or Host terminates the Agreement prior to the end of the Initial Period pursuant to the terms of this Agreement, but any such termination shall not terminate any provisions hereof that expressly survive such termination.

(b) Initial Period. The Initial Period will begin on the Effective Date and will terminate on the earlier of (i) the Commercial Operation Date or (ii) the date the Agreement is terminated pursuant to the provisions of Section 4(b) or 4(d).

(c) Operations Period. The Operations Period will commence on the Commercial Operation Date and will terminate at 11:59 p.m. on the last day of the month in which the twentieth ($20^{th}$) anniversary of the SMART Incentive Payment Effective Date.

(d) Extensions. Provider shall have one option to extend the Operations Period for five (5) years (an "**Extension Term**") upon mutual agreement between Provider and Host. Provider shall delivering a written request to extend to Host at least six months prior to the end of the Operations Period, or Extension Term, as the case may be. Any extension shall be reflected in a written amendment to this Agreement signed by the Parties.

(e) Early Termination by Host. If Host terminates the Agreement prior to the Expiration Date, except as otherwise provided in this subsection (e), Section 9 (Purchase Option), Section 17 (Force Majeure), or Section 19 (Provider Event of Default and Host Remedies), Host shall pay, as liquidated damages, the Early Termination Amount set forth on Exhibit B, and Provider shall cause the Project to be disconnected and removed from the Premises in accordance with the Lease. Upon Host's payment to Provider of the Early Termination Amount, this Agreement and the Lease, in accordance with its terms, shall terminate automatically. Notwithstanding the foregoing, Host may (i) terminate this Agreement with no liability whatsoever pursuant to Section 4(d) or (ii) in lieu of termination, if Provider fails to achieve the Commercial Operation Date by the Guaranteed Commercial Operation Date, be entitled (as its sole and exclusive remedy) to (x) the payment by Provider to Host of Delay Liquidated Damages not to exceed $15/kW in the aggregate, plus (y) (if Installation Work had commenced at the Premises as of the date of termination) all direct costs reasonably incurred by Host to return its Premises to its condition prior to commencement of the Installation Work if Provider fails to do so within a reasonable time, as required pursuant to the Lease. Alternatively, Host may terminate this Agreement with no liability whatsoever if Provider fails to commence the Operations Period by the date that is 60 days after the Guaranteed Commercial Operation Date.

The Construction Start Date and Guaranteed Commercial Operation Date shall be extended on a day-for-day basis due to (a) Force Majeure or (b) acts, omissions or delays of a Governmental Authority or Local Electric Utility. Provided, however that clause (b) shall be beyond the reasonable control of the Provider and not caused by the Provider's fault or negligence. Provided, further that the day-to-day extension of the Construction Start Date shall not exceed one hundred eighty (180) days, unless otherwise mutually agreed by the Parties in writing.

**3. ACCESS RIGHTS.**

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(a) Access Specifications. Pursuant to the Lease, Provider has access to and use of the Premises for the Term for the purposes of designing, installing, inspecting, operating, maintaining, repairing, and removing the Project, and for any other purpose set forth in this Agreement or in the Lease, and otherwise in accordance with the provisions of the Lease. Access Rights with respect to the Site are more fully described in the Lease and include, without limitation, vehicular and pedestrian access, and other rights to install electrical lines and communications cables.

(b) Remote Monitoring. Host will provide an internet portal or equivalent access by means of which Provider will communicate data from the revenue grade performance monitoring system. Provider will be responsible for connecting monitoring equipment for the Project to the internet enabling remote monitoring of the Project.

**4. PLANNING, INSTALLATION AND OPERATION OF PROJECT.**

(a) Site Assessment and Planning. During the Initial Period, Provider shall have the right, at its own expense, to assess the suitability of the Premises for the Project and shall act diligently in conducting such assessment. The assessment shall include the right to inspect the physical condition of the structures on which the Project will be located; to apply for any building permits or other governmental authorizations necessary for the construction of the Project; to arrange interconnections with the Local Electric Utility; to make any applications to the appropriate Public Utilities Commission or other agencies for receipt of payments for the Project under the Applicable Solar Program; to apply to any other governmental agencies or other persons for grants or other determinations necessary for the construction of or receipt of revenues from the Project; or to make any other investigation or determination necessary for the financing, construction, operation or maintenance of the Project. The Provider shall, in accordance with Section 5(l) of the Lease, at its own cost, engage an engineer licensed and qualified in the state where the Project is located, to certify that any objects brought, installed or kept on the Premises will not exceed the maximum load per square foot of the building and/or roof of the building and taking into account snow loads and all other equipment located on the roof as required by local building code. Provider shall provide a copy of any structural engineering analysis to Host at Host's request.

(b) Termination of Development Activities by Provider. At any time during the Initial Period, Provider shall have the right to cease development of the Project and terminate this Agreement upon written notice to Host if:

(i) Provider determines that the Premises, as is, are insufficient to accommodate the Project; or

(ii) there exist site conditions or construction or interconnection requirements that were not known as of the effective date of this Agreement and that could reasonably be expected to materially increase the cost of Installation Work or would adversely affect the electricity production from the Project as designed;

(iii) there has been a material adverse change in the rights of Host to occupy the Premises or Provider to construct the Project on the Premises;



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(iv) an interconnection agreement with the Local Electric Utility, in form and substance satisfactory to Provider, is not executed by Provider and the Local Electric Utility within two hundred seventy (270) days after the date of this Agreement;

(v) Provider has not obtained financing within twelve months after the date of this Agreement to construct, install, own and operate and maintain the Project;

(vi) the Project does not qualify under the Applicable Solar Program;

(vii) despite its diligent efforts, Provider does not obtain all permits and approvals, on terms and conditions satisfactory to Provider, which are necessary for the construction, operation and maintenance of the Project; or

(viii) the Project is not exempt from personal property tax pursuant to M.G.L. c.59, § 5, cl. 45 (Acts of 2021, Chapter 8, §61, as amended and the Massachusetts Department of Revenue regulations adopted in connection therewith) and a Payment In Lieu of Taxes Agreement with the municipality where the Project is located is not executed and approved by the municipality to establish fixed payments in the amount(s) set forth on Exhibit A-1.

If Provider gives Host notice of such termination, this Agreement shall terminate effective as of the date specified in delivery of such notice without any further liability of the Parties to each other, provided that (i) Provider shall remove any equipment or materials which Provider has placed on the Site; (ii) Provider shall restore any portions of the Site disturbed by Provider to its pre-existing condition; (iii) the Parties shall not be released from any payment or other obligations arising under this Agreement prior to the delivery of the notice; and (iv) the confidentiality provisions of Section 14, the indemnity obligations under Section 15, and the dispute resolution provisions of Section 23 shall continue to apply notwithstanding the termination of this Agreement.

(c) Commencement of Construction, Modification of Design. Provider shall conduct a construction kick off meeting with Host. Upon prior notice to Host, Provider shall have the right to commence installing the Project on the Premises in accordance with the agreed-upon schedule as determined during the construction kick off meeting.

(i) As of the date hereof, Provider anticipates that the Project shall consist of the components and shall have the designs set forth in Exhibit E attached hereto.

(ii) Notwithstanding subsection (i) above, Provider has the right to modify the design of the Project, including the selection of the components in the Project, as Provider, in its sole discretion, may determine, provided, however, that such changes shall not result in the Project exceeding the nameplate capacity, building footprint (if project is on the roof), location and height set forth in Exhibits D and E, without Host's approval.

(d) Construction Commencement Deadline. If Provider has not commenced the Installation Work before the Construction Start Date, Host may terminate this Agreement and the

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Lease by delivering notice to Provider of its intention to terminate this Agreement, and the Agreement shall terminate twenty-one (21) days after Provider's receipt of such notice; provided, that if Provider commences the Installation Work within such twenty-one (21) day period, this Agreement shall not terminate. Upon any termination in accordance with this Section 4(d) neither Party shall have any further liability to the other with respect to this Agreement, provided that (i) Provider shall remove any equipment or materials that Provider has placed on the Site; (ii) Provider shall restore any portions of the Site disturbed by Provider to their condition prior to the commencement of construction; (iii) the Parties shall not be released from any payment or other obligations arising under this Agreement prior to the delivery of the notice; and (iv) the confidentiality provisions of Section 14, the indemnity obligations under Section 15 and the dispute resolution provisions of Section 23 shall continue to apply notwithstanding the termination of this Agreement.

(e) Contractors. Provider shall use licensed and insured contractors to perform the work of installing, operating, and maintaining the Project. Provider intends to use Installer to perform such work, but may use other contractors, for all or a portion of such work, in Provider's sole discretion. Provider shall advise Host of the Installer prior to commencement of the work on the Site. Provider shall be responsible for the conduct of Installer and its subcontractors, and Host shall have no contractual relationship with Installer or its subcontractors in connection with the work on the Project. Provider shall ensure that Installer maintains insurance applicable to the Installer's activities that satisfy the requirements in Exhibit G.

(f) Status Reports, Project Testing, Commercial Operation. Provider shall give Host regular updates, on a reasonable schedule requested by Host, on the progress of installation of the Project and shall notify Host of when Provider will commence testing of the Project. Testing shall be conducted in accordance with guidelines, standards and criteria reasonably accepted or followed by photovoltaic solar system integrators in the United States. Host shall have the right to have its representatives present during the testing process, but subject to reasonable written safety rules and procedures as may be established by Provider and Installer. After Provider has determined, in its reasonable judgment, that the Project meets the requirements of and has been approved for interconnection by the Local Electric Utility, has been installed in accordance with all Applicable Laws, and is capable of producing electricity on a continuous basis for at least four (4) continuous hours, Provider shall notify Host that the Installation Work is complete. Provider shall provide Host with written notice of the Commercial Operation Date for the Project, which may be immediately upon delivery of such notice to Host.

(g) Standard of Operation. Provider shall design, obtain permits, install, operate, and maintain the Project so as to keep it in good condition and repair, in compliance with all Applicable Laws and the requirements of the interconnection agreement, and in accordance with the generally accepted practices of the electric industry, in general, and the solar generation industry, in particular, and all instructions of any original equipment manufacturers' warranties for equipment included in the Project. Such work shall be at Provider's sole expense. Except for emergency situations or unplanned outages, Provider shall cause the work to be performed between the hours of 7:00 am and 7:00 pm, Monday through Saturday, in a manner that minimizes interference with Host and Host's employees, visitors, tenants and licensees and their customers to the extent commercially practical. Provider shall, and shall cause its contractors to,

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keep the Site reasonably clear of debris, waste material and rubbish, and to comply with reasonable safety procedures established by Host for conduct of business on the Site. In the event of an emergency or unplanned outage, Provider shall have unimpeded access to the Project, subject to any site-specific security requirements of Host.

(h) Provider Project Shut Down. Provider may shut down the Project at any time in order to perform required emergency repairs to the Project Provider shall give Host notice of such shutdown soon as reasonably practicable. At other times, Provider shall give Host advance notice of the shutdown as may be reasonable in the circumstances. Provider shall not have any obligation to reimburse Host for costs of purchasing electricity that would have been produced by the Project but for such shutdown unless the performance guarantee in Section 5(b) is not met. Provider and Host will agree upon a reasonable shut down duration. Provider shall use reasonable efforts not to schedule shutdowns during peak periods of electric generation and periods when peak energy and demand prices are charged by the Electric Service Provider, except as may be required in accordance with prudent electric industry safety practices in the event of equipment malfunction.

(i) Metering. Provider shall install and maintain a revenue grade kilowatt-hour (kWh) meter for the measurement of electrical energy provided by the Project and may, at its election, install a revenue grade kilowatt-hour (kWh) meter for the measurement of electrical energy delivered by the Local Electric Utility and consumed by Host at the Premises.

Subject to any applicable requirements of the Local Electric Utility:

(i) Installation. Provider shall maintain and test the meter in accordance with but not limited to Applicable Law and as provided herein. Provider shall ensure that the meter is installed and calibrated correctly to manufacturer and utility specifications during commissioning of the Project.

(ii) Measurements. Readings of the meter shall be conclusive as to the amount of electric energy delivered to Host; provided that if the meter is out of service, is discovered to be inaccurate pursuant to Section 4(iii) below, or registers inaccurately, measurement of energy shall be determined by estimating by reference to quantities measured during periods of similar conditions when meter was registering accurately.

(iii) Testing and Correction.

A. Standard of Meter Accuracy; Resolution of Disputes as to Accuracy. The following steps shall be taken to resolve any disputes regarding the accuracy of the meter:

(1) If either Party disputes the accuracy or condition of the meter, such Party shall so advise the other Party in writing.

(2) Provider shall, within thirty (30) days after receiving such notice from Host, or Host shall, within such time after having received such notice from

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Provider, advise the other Party in writing as to its position concerning the accuracy of such meter and state reasons for taking such position.

(3) If the Parties are unable to resolve the dispute through reasonable negotiations, then either Party may cause the meter to be tested by an agreed upon and disinterested third party.

(4) If the meter is found to be inaccurate by not more than two percent (2%), any previous recordings of the meter shall be deemed accurate, and the Party disputing the accuracy or condition of the meter shall bear the cost of inspection and testing of the meter.

(5) If the meter is found to be inaccurate by more than 2% or if such meter is for any reason out of service or fails to register, then (1) Provider shall promptly cause any meter found to be inaccurate to be replaced or adjusted to correct, to the extent practicable, such inaccuracy, (2) the Parties shall estimate the correct amounts of energy delivered during the periods affected by such inaccuracy, service outage or failure to register as provided in Section 4 (i) (ii) or (iii), and (3) Provider shall bear the cost of inspection and testing of the meter and reimburse or credit Host if Host was the disputing Party. If as a result of such adjustment the quantity of energy for any period is decreased (such quantity, the "Electricity Deficiency Quantity"), Provider shall reimburse or credit Host for the amount paid by Host in consideration for the Electricity Deficiency Quantity, and shall bear the cost of inspection and testing of the meter. If as a result of such adjustment the quantity of energy for any period is increased (such quantity, the "Electricity Surplus Quantity"), Host shall pay for the Electricity Surplus Quantity at the price applicable during the applicable period.

B. Host's Right to Witness Tests. Host shall have the right to witness each test or any calibration of meters or monitoring equipment conducted by or under the supervision of Provider to verify the accuracy of the measurements and recordings of the meter or the monitoring equipment. Provider shall provide at least five (5) Business Days prior written notice to Host of the date upon which any such test or calibration is to occur. Provider shall prepare a written report setting forth the results of each such test, and shall provide Host with copies of such written report and the underlying supporting documentation not later than thirty (30) days after completion of such test. Host shall have the right to access all meters at reasonable times and with reasonable prior notice for the purpose of verifying readings and calibrations, but Host shall not have the right to open or undertake any other physical actions on the meters and access rights shall be subject to any requirements or limitations of the Local Electric Utility. If the metering equipment is found to be inaccurate, it shall be corrected and past readings shall be promptly adjusted in accordance with Section 4(i)(A)(5).

(iv) No Duty on Host. Notwithstanding the foregoing, the Parties acknowledge and agree that Host is under no responsibility or duty to ascertain, to inspect or to otherwise



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determine whether the meter or any other part of the Project is out of service, is discovered to be inaccurate or registers inaccurate readings; is malfunctioning or is otherwise defective, it being agreed that at all times such responsibility or duty shall remain with the Provider.

## 5. SALE OF ELECTRIC ENERGY.

(a) Sale of Electricity. Throughout the Operations Period, subject to the terms and conditions of this Agreement and the Lease, Provider shall sell to Host and Host shall buy from Provider all electric energy produced by the Project, whether or not Host is able to use all such electric energy. The Point of Delivery of the electric energy shall be as indicated in Exhibit E. Title to and risk of loss with respect to the energy shall transfer from Provider to Host at the Point of Delivery. Provider shall own the Capacity Value of the Project. The Provider shall sell the capacity of the Project into the Forward Capacity Market by the later of twelve (12) months from the Commercial Operation Date or the first date available to participate in the Forward Capacity Auction; if not, the Provider relinquishes ownership of the Capacity Value of the Project to the Host. The interconnection point of the Project with the Local Electric Utility shall be as indicated in Exhibit E.

(b) Performance Guarantee. Beginning on the Commercial Operation Date and as of each anniversary thereof, if the Project produces less than eighty-five percent (85%) of the applicable Estimated Annual Production specified in Exhibit F, unless, and then only to the extent that, the failure to meet the Estimated Annual Production is due to (i) failure, damage or downtime attributable to third parties or Host, (ii) equipment failure or delayed repair of equipment due to the claims process with the equipment manufacturer which are beyond the reasonable control of Provider, (iii) a Force Majeure Event, (iv) variability due to weather, (v) acts or omissions of Host of any of its obligations hereunder, (vi) any Host Requested Shutdown, Provider Safety Shutdown or Project Relocation under Section 10(a), (b), or (c); or (vi) any reduction in output attributable to interference with solar access of the Project by adjoining landowners; in its next invoice Provider shall credit Host an amount equal to the product of (i) the positive difference, if any, of the Avoided Energy Price during such period minus the applicable kWh Rate specified in Exhibit A, multiplied by (ii) the difference between the actual Project Output during such 12-month period and eighty-five percent (85%) of the Estimated Annual Production for such period. Such credit shall be Host's sole and exclusive remedy for Provider's failure to meet the Estimated Annual Production for such period.

## 6. PAYMENT AND BILLING.

(a) Rates. Host shall pay Provider for electricity produced by the Project at the rates set forth in Exhibit A attached hereto. The rate during any Extension Term shall be mutually agreed upon by Host and Provider.

(b) Billing. Host shall pay for the electricity produced by the Project monthly in arrears. Promptly after the end of each calendar month, Provider shall provide Host with an invoice setting forth the quantity of electricity produced by the Project in such month, the

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applicable rates for such electricity, and the total amount due, which shall be the product of the quantities and the applicable rates.

(c) Invoice Delivery. Invoices shall be in writing and shall be either (i) delivered by hand; (ii) mailed by first-class, registered or certified mail, return receipt requested, postage prepaid; (iii) delivered by a recognized overnight or personal delivery service; or (iv) transmitted by email (such transmission to be effective on the day of receipt if transmitted prior to 5:00 pm local time on a Business Day or in any other case as of the next Business Day following the day of transmittal)addressed as follows:

To Host: City of Melrose
562 Main St
Melrose, MA 02176
Attention: Jim Troup
Email: jtroup@cityofmelrose.org

(d) Payment. Subject to the subparagraph (e) below regarding disputed invoices, Host shall pay each invoice within thirty (30) days of receipt of the invoice. Payments shall be made by check or electronic funds transfer to an account designated by Provider in the invoice or in a written notice delivered to Host. Any amounts not paid when due, including any amounts properly disputed and later determined to be owing, shall accrue interest on the unpaid amount at the rate equal to the lesser of (i) 1% per month, compounded monthly or (ii) the highest rate allowed by applicable law.

(e) Disputed Invoices. If Host objects to all or a portion of an invoice, Host shall, on or before the date payment of the invoice is due, (i) pay the undisputed portion of the invoice, and (ii) provide an itemized statement of its objections setting forth in reasonable detail the basis for its objections. If Host does not object prior to the date payment of any invoice is due, Host shall be obligated to pay the full amount of such invoices but Host may subsequently object to such invoice and, if such objection proves to be correct, receive a refund of the disputed amount; provided, however, that Host may not object to any invoice more than eighteen (18) months after the date on which such invoice is rendered. The right to dispute or object to an invoice, shall, subject to the time limitation provided in this Section 6(e), survive the expiration or termination of this Agreement.

## 7. SUPPLEMENTAL POWER

(a) Back-up and Supplemental Electricity. Except as otherwise provided herein, throughout the Term, Host shall be responsible for obtaining all of its requirements for electric energy in excess of the amounts produced by the Project and pay for such service pursuant to contracts with or applicable tariffs of the Local Electric Utility or other Electric Service Provider. Provider shall have no obligation to obtain or pay for such supplemental or back-up electricity.

(b) Interconnection and Interconnection Fees. Provider shall be responsible for arranging the interconnection of the Project with Host's Local Electric Utility in a manner which



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includes bi-directional or "net metering". Host shall be responsible for maintaining the interconnection of the Site with the Local Electric Utility through to the Host's side of the Point of Delivery. Provider shall be responsible for maintaining the interconnection of the Project to the Provider's side of the Point of Delivery with the Local Electric Utility. Host shall enter into any retail agreement required by the Local Electric Utility pursuant to its tariffs. Provider shall be responsible for all costs, fees, charges and obligations required to connect the Project to the Local Electric Utility distribution system, including but not limited to fees associated with system upgrades and operation and maintenance carrying charges ("Interconnection Obligations"), however, if system upgrades in addition to any upgrades contemplated and budgeted for as of Effective Date are required, Provider shall be entitled to adjust the Energy Purchase Prices in Exhibit A to compensate Provider for such increased costs, and if the Parties are unable to agree on such adjustments, Provider may exercise its right to terminate under Section 4(b).

(c) Production Excess. Provider shall, with the cooperation of Host, work to qualify the Project for the highest available compensation for any solar production which is not used at the time of generation and is transmitted to the Local Electric Utility (the "**Production Excess**"). The Parties will work cooperatively and in good faith to meet all requirements regarding such Production Excess under Applicable Law, the Applicable Solar Program, and Local Electric Utility tariffs, including applicable interconnection and metering requirements (e.g., Massachusetts tariff Schedule Z). In the event that the Project produces Production Excess, then the Parties agree that (a) Host shall be entitled to the associated compensation and/or bill credits (including but not limited to Net Metering Credits, Alternative On-Bill Credits, or Qualifying Facility compensation), and (b) Provider shall transmit such Production Excess into the Local Electric Utility system on behalf of and for the account of Host.

(d) Applicable Solar Program Incentives. Provider shall receive all payments available under any Applicable Solar Program. Host shall provide reasonable assistance to Provider in preparing all applications and other documents necessary for Provider to receive such payments, including designating Provider as the customer for purposes of the Applicable Solar Program or assigning payments from the Applicable Solar Program to Provider. If Host receives any payments under the Applicable Solar Program or other programs in respect of the Project, it shall promptly pay them over to Provider. Host's obligation to make any payments to Provider under this Section 7(d) is limited to any payments actually received by Host.

(e) Ownership of Tax Attributes. Provider (and/or Financing Party) shall be the owner of any Tax Attributes that may arise as a result of the ownership and operation of the Project and shall be entitled to transfer such Tax Attributes to any person. Host shall provide reasonable assistance to Provider in preparing all documents necessary for Provider to receive such Tax Attributes, and if Host is deemed to be the owner of any such Tax Attributes, Host shall assign the same (or the proceeds thereof) to Provider. If Host receives any payments in respect of such Tax Attributes, it shall promptly pay them over to Provider.

(f) Environmental Attributes. Except as otherwise provided for under Applicable Law, or Applicable Solar Program rules, or the applicable tariff of the Local Electric Utility, Provider (and/or

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Financing Party) shall be the owner of any Environmental Attributes that may arise as a result of the operation of the Project and shall be entitled to transfer such Environmental Attributes to any person. Host shall provide reasonable assistance to Provider in preparing all documents necessary for Provider to receive such Environmental Attributes, and if Host is deemed to be the owner of any such Environmental Attributes, Host shall assign the same (or the proceeds thereof) to Provider. If Host receives any payments in respect of such Environmental Attributes, it shall promptly pay them over to Provider.

(g) Capacity & Ancillary Services. Provider shall be entitled to receive any payments for electric capacity or ancillary services that may become available as a result of the construction or operation of the Project. Host shall provide reasonable assistance to Provider in preparing all documents necessary for Provider to receive such payments, and if Host is deemed to be the owner or provider of such capacity or services, Host shall assign the same to Provider If Host receives any payments in respect of capacity or such services it shall promptly pay them over to Provider.

(h) Neither Party is A Utility. Neither Party is, and neither Party shall assert that the other Party is, (i) an electric utility or public service company or similar entity that has a duty to provide service, (ii) subject to electric rate regulation, or (iii) otherwise subject to regulation by any governmental authority as a result of its obligations or performance under this Agreement.

(i) Project Alterations. Host agrees to negotiate in good faith with respect to any alterations to the Project proposed by the Provider that may increase payments available under the Applicable Solar Program, Tax Attributes, Environmental Attributes, or increased capacity or ancillary services. Proposed alterations may include, but are not limited to, the addition of an energy storage system to the Project. Upon mutual agreement, this Agreement and the Lease shall be amended to include any agreed upon Project alteration.

## 8. OWNERSHIP OF PROJECT; SERVICE CONTRACT.

(a) Ownership of Project. As between the Parties, Provider shall retain title to (i) the Project and the Environmental Attributes produced or associated with the Project or the energy produced by the Project, and (ii) all compensation associated with such Environmental Attributes under the Applicable Solar Program or under any other successor program.

(b) Service Contract. Since this Agreement provides for the sale of electric energy from the Project which is an alternative energy facility under Section 7701(e)(3)(D) of the Internal Revenue Code of 1986 as amended, this Agreement is a service contract within the meaning of Section 7701(e)(3) of the Internal Revenue Code of 1986, as amended.

## 9. PURCHASE OPTIONS; REMOVAL AT END OF TERM.

(a) Early Purchase Option. On the seventh ($7^{th}$), tenth ($10^{th}$), and fifteenth ($15^{th}$) anniversary of the Commercial Operation Date, provided no Host Event of Default has occurred and is continuing, the Host shall have the option to purchase the Project from Provider at a price



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which will be the greater of (i) the applicable value identified in Exhibit B or (ii) the Fair Market Value of the Project as determined by mutual agreement of Host and Provider as of such anniversary date; provided, however, if Host and Provider cannot agree to a Fair Market Value within twenty (20) days after Host has exercised its option, the Parties shall select and share equally the costs of a nationally recognized independent appraiser with experience and expertise in the solar photovoltaic industry acting reasonably and in good faith to determine the Fair Market Value of the Project, provided that Host may, in its discretion, rescind its exercise of the option to purchase by written notice to Provider received no later than the fifth (5th) Business Day following receipt of such appraisal. If Host desires to exercise this option, it shall no later than ninety (90) days prior to the applicable anniversary date notify Provider of its election to exercise the option, and, unless it has rescinded the exercise of the option as aforesaid, on or before such anniversary date shall pay the purchase price to Provider by electronic transfer in immediately available funds to an account designated by Provider.

(b) End of Term Purchase Option. Host shall have the right to purchase the Project from Provider at the expiration of the Operations Period at the then Fair Market Value of the Project. No earlier than twelve months prior to the expiration of such Operations Period and no later than nine (9) months prior to the expiration of the Operations Period, Host shall notify Provider of its intent to exercise the option. Within ninety-one (91) days of its receipt of such notice, Provider shall give Host its appraisal of the Fair Market Value of the Project at the end of the Term. Host may, but is not obligated to, accept such appraisal. If Host does not accept such appraisal within ten (10) Business Days of receiving the appraisal from Provider, the Parties shall meet to discuss the appraisal. If they are unable to reach agreement within twenty (20) days of the Host's receipt of the appraisal from Provider, the Parties will engage and share the costs equally of a nationally recognized independent appraiser with experience and expertise in the solar photovoltaic industry acting reasonably and in good faith to determine the Fair Market Value of the Project consistent with the terms of the transaction. Notwithstanding the foregoing, in the event that Provider enters into a sale/leaseback transaction in connection with funding the installation of the Project, the process of determining the Fair Market Value of the Project in this Agreement shall be undertaken by a nationally recognized independent appraiser with experience and expertise in the solar photovoltaic industry acting reasonably and in good faith to determine the Fair Market Value of the Project and shall be undertaken consistently with the terms of such transaction so that the process for determining Fair Market Value under this Agreement shall be the same as provided in the agreements for such sale/leaseback transaction. Host may, in its discretion, rescind its exercise of the option to purchase by written notice to Provider received no later than the fifth (5th) Business Day following receipt of such appraisal.

(c) Transfer of Ownership. Upon Host's notice that it elects to exercise the option set forth in either Section 9(a) or 9(b) above, Provider shall prepare and deliver to Host a set of records on the operation and maintenance history of the Project, including a summary of known defects. Upon payment of the purchase price, Provider shall deliver, or cause to be delivered, to Host a bill of sale conveying the Project to Host free and clear of Liens on Provider's interest in the Project. Such bill of sale shall not contain any warranties, other than a warranty against any defects in title arising through Provider. Provider shall use all reasonable efforts to transfer any remaining manufacturer's warranties on the Project, or portions thereof, to Host. Upon the transfer of ownership of the Project to Host, this Agreement shall terminate.

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(d) Operation & Maintenance After Sale. Prior to the effective date of Host's purchase of the Project under Section 9(a) or 9(b), Host and Provider shall discuss entering into an operation and maintenance agreement under which Provider shall perform all or a portion of the operation and maintenance requirements of the Project following Host's purchase of the Project. However, neither Party shall be under an obligation to enter into such an agreement.

(e) No Survival of Purchase Option. The options for Host to purchase the Project under Sections 9(a) and 9(b) shall not survive the termination of this Agreement.

(f) Removal of Project at Expiration. Provider shall decommission the Project in accordance with Section 9 of the Lease or Easement.

**10. SHUTDOWNS, RELOCATION; CLOSURE OR SALE OF SITE.**

(a) Host Requested Shutdown. Host from time to time may request Provider to temporarily stop operation of the Project for a period no longer than thirty (30) days or a predetermined date mutually agreed upon by both the Host and Provider, such request to be reasonably related to Host's activities in maintaining and improving the Site. During any such shutdown period (but not including periods of Force Majeure or Allowed Disruption Time as defined below, nor where the maintenance activities were made necessary by a Provider Event of Default), Host will pay Provider an amount equal to the sum of (i) payments that Host would have made to Provider hereunder for electric energy that would have been produced by the Project during the period of the shutdown; (ii) revenues that Provider would have received with respect to the Project under the Applicable Solar Program and any other assistance program with respect to electric energy that would have been produced during the period of the shutdown; and (iii) revenues from Environmental Attributes and Tax Attributes that Provider would have received with respect to electric energy that would have been produced by the Project during the period of the shutdown. Determination of the amount of energy that would have been produced during the period of the shutdown shall be based, during the first Operations Year, on reasonably estimated levels of production and, after the first Operations Year, based on actual operation of the Project during the same period in the previous Operations Year, or based on reasonable data offered by Provider if the Project was offline for any reason during such previous Operations Year.

Notwithstanding the foregoing, the Parties agree that after year six (6) (but not during years one (1) through six (6)) of the Operations Period of the Agreement, Host shall be afforded a total of fifteen (15) days which may be used consecutively or in periods of at least twenty-four hours each ("Allowed Disruption Time") during which the Host may request that the Project be shut down if, and only if, Host is performing maintenance or repairs to the Premises which require the Project to be offline. Host shall not be obligated to make payments to Provider for electricity not received during the Allowed Disruption Time; nor shall Host be required to reimburse Provider for any other lost revenue during the Allowed Disruption Time, including any lost revenue associated with any reduced sales of Environmental Attributes and Tax Attributes.

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(b) Provider Safety Shutdown. In addition to the right of Provider to shut down the Project for maintenance as provided in Section 4(j), Provider may shutdown the Project if Provider, in the exercise of reasonable judgment, believes Site conditions or activities of persons on a Site, which are not under the control of Provider, whether or not under the control of Host, may interfere with the safe operation of the Project. Provider shall give Host written notice of a shutdown immediately upon becoming aware of the potential for such conditions or activities. Provider and Host shall cooperate and coordinate their respective efforts to restore Site conditions so as to not interfere with the safe operation of the Project and to reduce, to the greatest extent practicable, the duration of the shutdown; provided that Provider shall not be responsible for any costs or expenses in connection with restoration of conditions at the Site required due to conditions or activities of persons on the Site not under the control of Provider. If a shutdown pursuant to this Section 10(b) continues for 180 days or longer, Provider may terminate this Agreement and Host shall pay the Early Termination Amount.

(c) Project Relocation. Host may request to move the Project to another location on the Site or to another site owned by Host, but any such relocation shall be subject to the approval of Provider and Financing Party in each of their sole discretion. In connection with such relocation, Host shall execute an amendment to this Agreement reflecting the new location of the Project but otherwise continuing all the terms and conditions of this Agreement for the remaining term of this Agreement. Host shall also provide any consents or releases required by Provider in connection with the new location. Host shall pay all reasonable costs associated with the removal and relocation of the Project, including installation and testing costs and interconnection costs. In addition, during the Relocation Event, Host will pay Provider an amount equal to the sum of (i) payments that Host would have made to Provider hereunder for electric energy that would have been produced by the Project following the Relocation Event; (ii) revenues that Provider would have received with respect to the Project under the Applicable Solar Program and any other assistance program with respect to electric energy that would have been produced following the Relocation Event; and (iii) revenues from Environmental Attributes and Tax Attributes that Provider would have received with respect to electric energy that would have been produced by the Project following the Relocation Event. Determination of the amount of energy that would have been produced following the Relocation Event shall be based, during the first Operations Year, on the estimated levels of production and, after the first Operations Year, based on actual operation of the Project in the same period in the previous Operations Year, or based on reasonable data offered by Provider if the Project was offline for any reason during such previous Operations Year.

(d) Premises Shutdown; Interconnection Deactivated. In the event the facilities where the Premises are located are closed or the interconnection becomes deactivated, Host shall not be excused for the period of closure or deactivation from paying Provider for all electricity produced by the Project on the Premises and delivered to the Point of Delivery unless such closure or deactivation is caused by (i) a Force Majeure Event or (ii) any unexcused action or inaction of Provider or persons for whom Provider is responsible.

(e) Sale of Site. In the event Host transfers (by sale, lease or otherwise) all or a portion of its interest in the Site, except as otherwise provided in this subsection (e), Host shall remain primarily liable to Provider for the performance of the obligations of Host hereunder

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notwithstanding such transfer. However, if no Host Event of Default has occurred and is continuing at the time of the transfer, and the transferee is acceptable to Provider and Financing Party in their sole discretion and executes agreements assuming this Agreement in form and substance satisfactory to Provider and Financing Party in their sole discretion, Host shall be released from further obligations under this Agreement. For avoidance of doubt, if Host is a municipality or governmental entity, the sale, lease or transfer of all or a portion of Host's interest in the Site to a transferee that is a municipality or governmental entity with a credit rating assigned by Moody's Investor Service at least equal to or better than Host's shall be deemed an acceptable transferee, provided the other requirements set forth in this Section 10(e) are satisfied.

**11. TAXES.**

(a) Income Taxes. Provider shall be responsible for any and all income taxes associated with payments from Host to Provider for electric energy from the Project. Provider (and/or Financing Party), as owner of the Project, shall be entitled to all Tax Attributes with respect to the Project.

(b) Sales Taxes. Host shall provide Provider with any certificates or other documents required or appropriate to evidence Host's exemption from any applicable taxes, fees, and charges, including sales, use, and gross receipts taxes, imposed or authorized by any Governmental Authority on the sale of electric energy by Provider to Host. Host shall timely report, make filings for, and pay any and all such taxes assessed directly against it by any Governmental Authority. To the extent Provider pays such amounts, Provider shall notify Host in writing with a detailed statement of such amounts, which shall be invoiced by Provider and Host shall reimburse Provider for any and all such taxes assessed against and paid by Provider.

(c) Property Taxes. If project will produce not more than 125% of the annual load of the Property Provider will apply to the City of Melrose for exemption of the Project from personal property tax pursuant to M.G.L. c.59, § 5, cl. 45, and will employ commercially reasonable efforts to secure such exemption. If the project will produce more than 125% of the annual load of the Property or if the exemption is not granted, Provider will seek to enter into a Payment In Lieu of Taxes (PILOT) Agreement with the City of Melrose to establish fixed payments in lieu of personal property tax. Upon execution of a PILOT Agreement, if the PILOT amounts differ from the Assumptions Around Pricing Elements as set forth in Exhibit A, Provider will prepare and the Parties shall execute an amendment to this Agreement , in accordance with the provisions of Exhibit A, to reflect the new rate effective as of the date the PILOT payments begin.

If Provider is assessed any real property taxes related to the existence of the Project on the Premises or if Provider is unable to obtain exemption of the Project from personal property tax and is not able to enter into a PILOT Agreement with the City of Melrose, then Host acknowledges and agrees that Provider shall have the right once per year to invoice Host for the exact amount of the such property taxes. Such invoice shall include documentation demonstrating the tax liability from the taxing authority for the current tax year and proof of payment from Provider to the taxing authority. Such invoice shall be submitted to the Host separately from any monthly invoice for solar energy generation.



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If Provider seeks to obtain exemption of the Project from personal property tax, and/or seeks to enter into a PILOT Agreement with the City of Melrose, and is ultimately unsuccessful, within thirty (30) days of such determination being made Provider will inform Host of such determination and, (1) if Host or the owner of the Site is a municipality, Host will provide Provider, or (2) if Host or the owner of the Site is not a municipality, Provider will provide Host with a good faith estimate of the annual amount of the expected personal property taxes.

Each Party has the right to contest taxes in accordance with Applicable Law and the terms of encumbrances against the Site. Each Party shall use all reasonable efforts to cooperate with the other party in any such contest of tax assessments or payments. In no event shall either Party postpone during the pendency of an appeal of a tax assessment the payment of taxes otherwise due except to the extent such postponement in payment has been abated, bonded or otherwise secured in accordance with Applicable Law.

(d) Reimbursement Deadline. Any reimbursement of taxes owing pursuant to this Section 11 shall be paid within twenty (20) Business Days of receiving an invoice from the Party who paid the taxes.

**12. INSURANCE.**

(a) Coverage. Host and Provider shall each maintain the insurance coverage set forth in Exhibit G in full force and effect throughout the Term. Host and Provider shall also provide any additional insurance which may be required from time to time by the Local Electric Utility or any legal or regulatory authority affecting the Premises or operation of the Project. If Host has established and maintains a program of self-insurance, Host shall maintain self-insurance for the coverages and in the amounts set forth on Exhibit G.

(b) Insurance Certificates. Each Party shall furnish current certificates indicating that the insurance required under this Section 12 is being maintained. Each Party's insurance policy provided hereunder shall contain a provision whereby the insurer agrees to give the other Party written notice before the insurance is cancelled or materially altered.

(c) Certain Insurance Provisions. Each Party's insurance policy shall be written on an occurrence basis and shall include the other Party as an additional insured as its interest may appear. Each Party's insurer shall waive all rights of subrogation against the other Party except in the case of such Party's negligence or willful misconduct.

(d) Insurance Providers. All insurance maintained hereunder shall be maintained with companies approved to do business in Massachusetts, and rated no less than A- as to Policy Holder's Rating in the current edition of Best's Insurance Guide (or with an association of companies each of the members of which are so rated), provided such requirement shall not apply if a Party maintains an active self-insurance program and provides required insurance pursuant to such self-insurance program.

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(e) Flood Insurance. If required under Applicable Law, Host shall maintain FEMA-approved flood insurance for the Premises.

## 13. COOPERATION.

The Parties acknowledge that the performance of each Party's obligations under this Agreement will frequently require the assistance and cooperation of the other Party. Each Party therefore agrees, in addition to those provisions in this Agreement specifically providing for assistance from one Party to the other, that it will at all times during the Term cooperate with the other Party and provide all reasonable assistance to the other Party to help the other Party perform its obligations hereunder.

## 14. PRESS RELEASES AND CONFIDENTIALITY.

(a) Goodwill and Publicity. Neither Party shall use the name, trade name, service mark, or trademark of the other Party in any promotional or advertising material without the prior written consent of such other Party. The Parties shall coordinate and cooperate with each other when making public announcements related to the execution and existence of the Agreement, and each Party shall have the right to promptly review, comment upon, and approve any publicity materials, press releases, or other public statements by the other Party that refer to, or that describe any aspect of, the Agreement; provided that no such publicity releases or other public statements (except for filings or other statements or releases as may be required by Applicable Law) shall be made by either Party without the prior written consent of the other Party. At no time will either Party acquire any rights whatsoever to any trademark, trade name, service mark, logo or other intellectual property right belonging to the other Party. Notwithstanding the foregoing, Host agrees that Provider may, at its sole discretion, take photographs of the installation process of the Project and/or the completed Project, and Provider shall be permitted to use such images (regardless of media) in its marketing efforts, including but not limited to use in brochures, advertisements, websites and news outlet or press release articles. The images shall not include any identifying information without Host permission and the installation site shall not be disclosed beyond the type of establishment (such as "Retail Store," "Distribution Center," or such other general terms), the city and state. Only Provider has the exclusive right to claim that (i) electric energy provided to Host was generated by the Project, (ii) Provider is responsible for the reductions in emissions of pollution and greenhouse gases resulting from the generation of such electric energy and (iii) Provider is entitled to all credits, certificates, registrations, etc., evidencing or representing any of the foregoing except as otherwise expressly provided in this Agreement. However, the terms of this Agreement and information about the Project other than that described above constitutes Confidential Information, as defined below, and is subject to the remaining provisions of this Section 14.

(b) Limits on Disclosure of Confidential Information. Subject to the exceptions set forth below in Section 14(c), each Party agrees that, (i) without the consent of the other Party, it shall not disclose any Confidential Information received from the other Party to any other person and (ii) it shall use any Confidential Information received from the other Party only for the purpose of fulfilling its obligations under this Agreement. Notwithstanding the foregoing, subject to the

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requirements of Section 14(c) below, the Parties may, and shall, disclose any information required to be disclosed under rules, regulations and contracts implementing the Applicable Solar Program or Tax Attributes required to be disclosed by any Governmental Authority under Applicable Law or pursuant to a validly issued subpoena or required filing.

(c) Permissible Disclosures. Provider may provide this Agreement, and any correspondence, notices and other information related to this Agreement to any person who has provided or who is interested in providing construction or permanent financing, or any refinancing thereof, to Provider in connection with the Project. In addition, if a receiving Party is required by Applicable Law, validly issued subpoena or required filing to disclose any Confidential Information provided by the disclosing Party, the receiving Party may make disclosure as required by law, but the receiving Party shall prior to making any disclosure, if lawfully permitted to do so, notify the disclosing Party of the requested disclosure and shall use its reasonable efforts to cooperate with the disclosing Party, but at the expense of the disclosing Party, in any efforts by the disclosing Party to minimize the extent of the Confidential Information disclosed and the persons to whom disclosed. If Host is a public entity subject to the requirements of M.G.L. c. 66, § 10 ("MA Public Records Law") the provisions of the MA Public Records Law will govern Host's obligations under Section 14(b) and this Section 14(c), including Provider's right to raise applicability of the exemptions included in the MA Public Records Law. Notwithstanding any term herein to the contrary, the failure to notify the disclosing Party pursuant to this Section 14(c) shall not be deemed an Event of Default.

(d) Enforcement of Confidentiality Provisions. Each Party acknowledges that it may be impossible to measure the damages which may result from a breach of this Section 14 and agrees that the provisions of this Section 14 may be required to be specifically performed and each Party shall have the right to obtain preliminary and permanent injunctive relief to secure specific performance of the terms of this Section 14. The provisions of this Section 14 shall survive until three years after the effective date of any termination of this Agreement.

## 15. INDEMNIFICATION.

(a) Provider Indemnification. Provider shall indemnify, defend and hold harmless Host and its directors, officers, employees, agents, volunteers, and invitees ("Host's Indemnified Parties"), from and against all Losses incurred by the Host Indemnified Parties to the extent arising from or out of the following: (i) any third party claim for injury to or death of any Person or loss or damage to property to the extent caused by Provider's or Provider's Indemnified Parties (defined below) negligence or willful misconduct; (ii) ) third party claims for penalties or fines arising from a Provider's or Provider's Indemnified Parties violation of Applicable Law; (iii) any failure to properly interconnect or comply with the procedures of the Local Electric Utility or Applicable Law; or (iv) any failure to properly handle or dispose of any Hazardous Materials brought onto the Site by Provider or by any of Provider's employees, agents, volunteers, and invitees and released as a result of the negligence of Provider or Installer or any of Provider's or Installer's employees, agents, volunteers, and invitees. Such duty to indemnify with respect to any injuries to persons or damage to property arising from the generation of electricity from the Project shall not extend to incidents occurring on Host's side of the Point of Delivery except to the extent



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caused by incidents on Provider's side of the Point of Delivery. Such duty to indemnify shall not apply to any action or claim, whether in tort (including negligence and strict liability), contract or otherwise for any loss, injury, or costs resulting from interruptions in service. Provider shall not be obligated to indemnify Host or any Host Indemnified Party for any Loss to the extent such Loss is due to the negligence or willful misconduct of Host or any Host Indemnified Party.

(b) Host Indemnification. To the extent permitted by law, Host shall indemnify, defend and hold Provider, its contractors, subcontractors, shareholders, directors, officers, employees, agents, and invitees, and Financing Party ("**Provider's Indemnified Parties**"), harmless from and against all Losses incurred by the Provider's Indemnified Parties to the extent arising from or out of (i) any third-party claim for injury to or death of any Person or loss or damage to property to the extent caused by the negligence or willful misconduct of any of Host's Indemnified Parties; (ii) Host's violation of Applicable Law; or (iii) the presence, removal or remediation of any Hazardous Materials on the Site (other than any Hazardous Materials brought on to the Site by Provider's Indemnified Parties and improperly stored, disposed of or negligently released by Provider or Installer). Host shall not be obligated to indemnify Provider or any Provider Indemnified Party for any Loss to the extent such Loss is due to the negligence or willful misconduct of Provider or any Provider Indemnified Party.

(c) Notice of Claims. Whenever any claim arises for indemnification under this Agreement, the Indemnified Person shall notify the Indemnifying Party in writing as soon as possible (but in any event prior to the time by which the interest of the Indemnifying Party will be materially prejudiced as a result of its failure to have received such notice) after the Indemnified Person has knowledge of the facts constituting the basis for such claim (the "Notice of Claim"). Such Notice of Claim shall specify all facts known to the Indemnified Person giving rise to the indemnification right and the amount or an assessment of the amount of the liability arising therefrom.

(d) Defense of Claims. The Indemnifying Party has the right, but not the obligation to assume the defense for the matter for which indemnification is sought hereunder. If the Indemnifying Party does not assume the defense, it shall timely pay all costs of legal counsel and case expenses incurred by Indemnified Person in connection with the defense, when and as incurred. If the Indemnifying Party assumes the defense, the Indemnified Person has the right to hire its own, separate counsel to defend it, but the Indemnified Person shall be responsible for the reasonable costs of such separate counsel. The Indemnifying Party shall not consent to the entry of any judgment or enter into any settlement with respect to the matter for which indemnification is sought without the prior written consent of the Indemnified Person (which consent shall not be unreasonably withheld) unless the judgment or settlement involves the payment of money damages only and does not require the acknowledgement of the validity of any claim or admission of any liability by or on behalf of any Indemnified Person.

(e) Payments. At the time that the Indemnifying Party makes any indemnity payments under this Agreement, the indemnification payment shall be adjusted such that the payment will result in the Indemnified Person receiving an indemnity payment equal to the Loss after taking into account (i) all federal, state, and local income taxes that are actually payable to the Indemnified Person with respect to the receipt of such payment and (ii) all national, state, and local tax



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deductions allowable to the Indemnified Person for any items of loss and deduction for which the Indemnified Party is being indemnified.

(f) Survival of Indemnification. The obligations of indemnification hereunder shall survive termination of this Agreement.

**16. REPRESENTATIONS AND WARRANTIES.**

(a) Mutual Representations. Each Party hereby represents and warrants to the other, as of date hereof, that:

(i) Organization. It is duly organized, validly existing and in good standing under the laws of its state of incorporation and of the state in which the Premises are located, respectively, and has the power and authority to enter into this Agreement and to perform its obligations hereunder.

(ii) No Conflict. The execution and delivery of this Agreement and the performance of and compliance with the provisions of this Agreement will not conflict with or constitute a breach of or a default under (1) its organizational documents; (2) any agreement or other obligation by which it is bound; (3) any law or regulation.

(iii) Enforceability. (1) All actions required to be taken by or on the part of such Party necessary to make this Agreement effective have been duly and validly taken; (2) this Agreement has been duly and validly authorized, executed and delivered on behalf of such Party; and (3) this Agreement constitutes a legal, valid and binding obligation of such Party, enforceable in accordance with its terms, subject to laws of bankruptcy, insolvency, reorganization, moratorium or other similar laws.

(iv) No Material Litigation. There are no court orders, actions, suits or proceedings at law or in equity by or before any governmental authority, arbitral tribunal or other body, or threatened against or affecting it or brought or asserted by it in any court or before any arbitrator of any kind or before or by any governmental authority that could reasonably be expected to have a material adverse effect on it or its ability to perform its obligations under this Agreement, or the validity or enforceability of this Agreement.

(b) Host Representations. In addition to the representations and warranties in Section 16(a), Host hereby represents and warrants to Provider, as of date hereof, that:

(i) Condition of Premises. Host has provided to Provider Host's complete and correct records of the physical condition of the Premises. If, during the Development Period, Provider deems such records inadequate for its intended purposes hereunder, it shall so notify Host in writing before commencing installation of the Project, in which event the Host shall reasonably cooperate in Provider's efforts to procure such information as Provider may reasonably require regarding the condition of the Premises. If it is discovered that the actual site conditions on part of, or on the entire Premises upon which all or part of the Project are to be installed, are materially different from the information

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presented by Host and from conditions reasonably visible to Provider during site visits prior to entering this Agreement, then if practicable the rates payable by Host hereunder shall be adjusted to compensate Provider for the cost of design and construction changes and delays actually incurred by Provider in order to adapt the Project to the unknown conditions. If such adjustment is not practicable, Provider shall have other rights under this Agreement.

(ii) Title to Premises. Host is the fee owner of and has good and valid title to [has a valid and enforceable leasehold interest in] the Premises and to Host's knowledge there are no mortgagees, lienholders or other third party claimants to the Premises. There are no encumbrances on the Premises that would interfere with or prevent the development, construction, operation or maintenance of the Project or any portion thereof.

(iii) Host Organization. Host is a municipality organized and existing under the laws of the Commonwealth of Massachusetts.

(c) Provider Representations. In addition to the representations and warranties in Section 16(a), Provider hereby represents and warrants to Host, as of date hereof, that:

(i) Interconnection Agreement and Permits. Provider shall use commercially reasonable efforts to obtain an executed interconnection agreement and all permits for the Project in a timely and efficient manner.

## 17. FORCE MAJEURE; CASUALTY.

(a) Excuse for Force Majeure Event. Except as provided in Section 17(b) or otherwise specifically provided in this Agreement, neither Party shall be considered in breach of this Agreement or liable for any delay or failure to comply with this Agreement, if and to the extent that such delay or failure is attributable to the occurrence of a Force Majeure Event; provided that the Party claiming relief as a result of the Force Majeure Event shall promptly (i) notify the other Party in writing of the existence and details of the Force Majeure Event; (ii) exercise all reasonable efforts to minimize delay caused by such Force Majeure Event; (iii) notify the other Party in writing of the cessation of such Force Majeure Event; and (iv) resume performance of its obligations hereunder as soon as practicable thereafter.

(b) No Excuse for Payment for Prior Services. Excepting a Force Majeure Event which impacts business or banking transactions nationally or globally, in which case such obligations shall be suspended but not excused, obligations to make payments for services provided prior to the Force Majeure Event shall not be excused by a Force Majeure Event.

(c) Casualty; Restoration. In the event of a casualty event, to the extent that such casualty event is attributable to the occurrence of a Force Majeure Event, which destroys all or a substantial portion of the Premises, Host shall elect, within ninety (90) days of such event, whether it will restore the Premises, which restoration will be at the sole expense of Host. If Host does not elect to restore the Premises, then Provider shall not restore the Project and this



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Agreement will terminate without penalty to either Party. If Host does elect to restore the Premises, Host shall provide notice of such election to Provider and Provider shall then elect, within ninety (90) days of receipt of such notice, whether or not to restore the Project, subject to the Parties agreeing on a schedule for the restoration of the Premises and an equitable extension to the Term of this Agreement. If the Parties are not able to so agree or if Provider does not elect to restore the Project, Provider shall promptly remove any portions of the Project remaining on the Premises, and this Agreement shall terminate without penalty to either Party. If Provider does elect to restore the Project, it shall do so at its sole expense. In the event of termination of this Agreement pursuant to this Section 17(c), (i) the Parties shall not be released from any payment or other obligations arising under this Agreement prior to the casualty event; and (ii) the confidentiality provisions of Section 14, the indemnity obligations under Section 15, and the dispute resolution provisions of Section 23 shall continue to apply notwithstanding the termination of this Agreement.

If any damage to the Project is caused by the negligence or willful misconduct of Host or Host's employees, agents, or invitees, Provider shall send written notice to Host specifying (i) the reasonable and documented expenses for repair and replacement of the Project, and (ii) documented lost revenue for sales of electricity and solar incentives (including, but not limited to, Applicable Solar Program, Tax Attributes, Environmental Attributes) that would have been received based on the estimated energy production of the Project. Host shall have thirty (30) days from the receipt of such notice to review the information contained within such notice. Any undisputed amounts shall be due and payable within thirty (30) days after Provider's notice. If Host disagrees with any information contained in such notice, Host shall provide written notice to Provider within the Host's thirty (30) day review period. In the event of a dispute, Host and Provider shall use good faith to resolve such dispute and agree upon a reimbursement amount. Once Host and Provider have agreed upon the reimbursement amount, Host shall pay such agreed amount within thirty (30) days after agreement and in the event there is no dispute, then within thirty (30) days after receipt of the notice.

(d) Termination for Force Majeure Event. Notwithstanding anything to the contrary in this Section 17, if nonperformance on account of a Force Majeure Event continues beyond a continuous period of three hundred and sixty-five (365) days, then either Party shall have the right to terminate this Agreement upon thirty (30) days' notice to the other. Upon such termination, Provider shall be required to decommission and remove the Project from the applicable Site in accordance with the Lease (unless there has been a casualty event, in which case the provisions of clause (c) above shall apply to the removal of the Project). In the event of such a termination of this Agreement with respect to the Project, the Parties shall not be released from any payment or other obligation arising under this Agreement which accrued prior to the shutdown of the Project or the Premises and the indemnity, confidentiality and dispute resolution provisions of this Agreement shall survive the termination of this Agreement.

## 18. CHANGE IN LAW.

In the event there is a Change in Law that is applicable to the operation of the Project, the sale of electric energy produced by the Project, or any other obligation of the Provider hereunder, and compliance with the Change in Law results in an increase in Provider's costs to operate and/or



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maintain the Project, Provider will submit to Host and PowerOptions within 60 days a written notice setting forth, in reasonable detail, the following: (i) the applicable Change in Law; (ii) the manner in which such Change in Law increases Provider's costs; and (iii) Provider's proposed adjustment to the then applicable and future rates for electric energy in this Agreement to reflect such increases in costs. Host agrees to an adjustment in the then applicable and future prices such that the new prices compensate Provider for the total cost increase arising from the Change in Law and said adjustment will remain in effect for as long as the costs arising from the Change in Law continue to be incurred by the Provider; provided, however any such increase shall be no greater than ten percent (10%) of the prices set forth in Exhibit A for the Term of this Agreement.

**19. PROVIDER DEFAULT AND HOST REMEDIES.**

(a) Provider Events of Default. Provider shall be in default of this Agreement if any of the following ("Provider Events of Default") shall occur:

(i) Misrepresentation. Any representation or warranty by Provider under Section 16, is incorrect or incomplete in any material way, or omits to include any information necessary to make such representation or warranty not materially misleading, and such defect is not cured within thirty (30) days after receipt of written notice from Host identifying the defect.

(ii) Abandonment During Installation. After commencement of installation of the Project, Provider abandons installation of the Project for thirty (30) days and fails to resume installation within thirty (30) days after receipt of notice from Host stating that, in Host's reasonable determination, Provider has abandoned installation of the Project.

(iii) Failure to Operate. After the Commercial Operation Date, Provider fails to operate the Project for a period of 90 days which failure is not due to equipment failure, or damage to the Project, act of governmental authority, or exercise of Provider's rights under this Agreement, or otherwise excused by the provisions of Section 17(b) (relating to Force Majeure Events), and Provider fails to resume operation within thirty (30) days after receipt of notice from Host stating that, in Host's reasonable determination, Provider has ceased operation of the Project for a period of ninety (90) consecutive days, provided, however, that such thirty (30) day cure period shall be extended by the number of calendar days during which Provider is prevented, through no fault of its own, from taking curative action if Provider had begun curative action and was proceeding diligently, using commercially reasonable efforts, to complete such curative action.

(iv) Obligation Failure. Provider fails to perform any obligation hereunder, such failure is material, such failure is not excused by the provisions of Section 17(b) (relating to Force Majeure Events), and such failure is not cured within: (A) ten (10) days if the failure involves a failure to make payment when due or maintain required insurance; or (B) sixty (60) days if the failure involves an obligation other than payment or the maintenance of insurance, after receipt of notice from Host identifying the failure.

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(v) Insolvency. Provider (A) applies for or consents to the appointment, or the taking of possession by, a receiver, custodian, trustee or liquidator of itself or a substantial portion of its property; (B) admits in writing its inability, or is generally unable, to pay its debts as such debts become due; (C) makes a general assignment for the benefit of its creditors; (D) commences a voluntary case under any bankruptcy law; (E) files a petition seeking to take advantage of any other law relating to bankruptcy, insolvency, reorganization, winding up, or composition or readjustment of debts; (F) acquiesces in, or fails to contest in a timely manner, any petition filed against Provider in an involuntary case under bankruptcy law or seeking to dissolve Provider under other Applicable Law and such petition is not dismissed within 90 days; or (G) takes any action authorizing its dissolution.

(vi) Provider has an Event of Default which results in termination under the Lease.

(b) Financing Party Opportunity to Cure; Host Remedies. Subject to the right of the Financing Party to cure a Provider Event of Default, as set forth in Section 21, upon a Provider Event of Default, if Provider or Financing Party does not cure such Provider Event of Default in accordance with the terms hereof, Host may terminate this Agreement, seek to recover damages for costs of replacement electricity and pursue any and all other remedies available at law or equity.

## 20. HOST DEFAULT AND PROVIDER REMEDIES.

(a) Host Events of Default. Host shall be in default of this Agreement if any of the following ("Host Events of Default") shall occur:

(i) Misrepresentation. Any representation or warranty by Host under Section 16, is incorrect or incomplete in any material way, or omits to include any information necessary to make such representation or warranty not materially misleading, and such defect is not cured within 30 calendar days after receipt of written notice from Provider identifying the defect.

(ii) Obstruction. Host (i) obstructs commencement of installation of the Project; (ii) fails to take any reasonable actions required by this Agreement or requested by Provider or necessary for the interconnection of the Project; or (iii) fails to take electric energy produced by the Project; and, in any of these circumstances, fails to correct such action or inaction, as the case may be, within fifteen (15) Business Days after receipt of written notice from Provider with respect to such act or omission.

(iii) Payment Failure. Host fails to make any payment due under the terms of this Agreement, and fails to make such payment within ten (10) Business Days after receipt of notice thereof from Provider.

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(iv) Obligation Failure. Host fails to perform any obligation hereunder, such failure is material, such failure is not excused by the provisions of Section 17(b) (relating to Force Majeure Events), and such failure is not cured within: (A) ten (10) Business Days if the failure involves a failure to maintain required insurance; or (B) sixty (60) calendar days if the failure involves an obligation other than payment or the maintenance of insurance, after receipt of notice from Provider identifying the failure.

(v) Insolvency. Host (A) applies for or consents to the appointment, or the taking of possession by, a receiver, custodian, trustee or liquidator of itself or a substantial portion of its property; (B) admits in writing its inability, or be generally unable, to pay its debts as such debts become due; (C) makes a general assignment for the benefit of its creditors; (D) commences a voluntary case under any bankruptcy law; (E) files a petition seeking to take advantage of any other law relating to bankruptcy, insolvency, reorganization, winding up, or composition or readjustment of debts; (F) acquiesces in, or fails to contest in a timely manner, any petition filed against Host in an involuntary case under bankruptcy law or seeking to dissolve Host under other Applicable Law; or (G) takes any action authorizing its dissolution.

(vi) Host has an Event of Default which results in termination under the Lease.

(b) Default Damages. Upon a Host Event of Default, Provider may require Host to pay to Provider the Early Termination Amount, whereupon this Agreement shall terminate immediately. Alternatively, Provider may elect to sell electricity produced by the Project to persons other than Host, and recover from Host any loss in revenues resulting from such sales; and/or pursue other remedies available at law or in equity. If necessary to sell electricity to persons other than Host, Host shall allow Provider to add a new meter dedicated to the solar Project, change the point of interconnection, and/or will support Provider with necessary approvals to change the Schedule Z. After Provider's receipt of such Early Termination Amount pursuant to this Section 20(b), Provider shall collect no additional damages resulting from lost revenues from sales of electricity from the Project.

(c) Survival of Lease, Access Rights and Easement. Upon a Host Event of Default, unless Host pays the Early Termination Amount to Provider in full thus terminating this PPA, Provider may, in its exercise of remedies pursuant to Section 20(b), make continued use of, and Host may not terminate the Lease. Provider shall not be obligated to pay any rent or other consideration for the use of such rights or interests.

## 21. COLLATERAL ASSIGNMENT, FINANCING PROVISIONS.

(a) Financing Arrangements. Provider shall not sell, transfer or assign (collectively, an "**Assignment**") this Agreement or any interest therein, without the prior written consent of Host, which shall not be unreasonably withheld, conditioned or delayed, provided, however that Provider may mortgage, pledge, grant security interests, assign, or otherwise encumber its interests in this Agreement to any persons providing debt or equity financing for the Project. Further, Host acknowledges that Provider may obtain construction financing for the Project from a third party



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and that Provider may either obtain term financing secured by the Project or sell or assign the Project to a Financing Party or may arrange other financing accommodations from one or more financial institutions and may from time to time refinance, or exercise purchase options under, such transactions. Host acknowledges that in connection with such transactions Provider may secure Provider's obligations by, among other collateral, an assignment of this Agreement and a first security interest in the Project. In order to facilitate such necessary sale, conveyance, or financing, and with respect to any lender or lessor, as applicable, Host agrees as follows:

(i) Consent to Sale and to Collateral Assignment. Host hereby consents to both the sale of the Project to a Financing Party and the collateral assignment to the Financing Party of the Provider's right, title and interest in and to this Agreement.

(ii) Rights of Financing Party. Notwithstanding any contrary term of this Agreement:

(A) Step-In Rights. The Financing Party, as owner of the Project, or as collateral assignee of this Agreement, shall be entitled to exercise, in the place and stead of Provider, any and all rights and remedies of Provider under this Agreement in accordance with the terms of this Agreement. The Financing Party shall also be entitled to exercise all rights and remedies of owners or secured parties, respectively, generally with respect to this Agreement and the Project;

(B) Opportunity to Cure Default. The Financing Party shall have the right, but not the obligation, to pay all sums due under this Agreement and to perform any other act, duty or obligation required of Provider hereunder or cause to be cured any default of Provider hereunder in the time and manner provided by the terms of this Agreement. Nothing herein requires the Financing Party to cure any default of Provider under this Agreement or (unless the Financing Party has succeeded to Provider's interests under this Agreement or has otherwise assumed Provider's obligations) to perform any act, duty or obligation of Provider under this Agreement, but Host hereby gives it the option to do so;

(C) Exercise of Remedies. Upon the exercise of remedies, including any sale of the Project by the Financing Party, whether by judicial proceeding or under any power of sale contained therein, or any conveyance from Provider to the Financing Party (or any assignee of the Financing Party as defined below) in lieu thereof, the Financing Party shall give written notice to Host of the transferee or assignee of this Agreement. Any such exercise of remedies shall not constitute a default under this Agreement;

(D) Cure of Bankruptcy Rejection. Upon any rejection or other termination of this Agreement pursuant to any process undertaken with respect to Provider under the United States Bankruptcy Code, at the request of Financing Party made within ninety (90) days of such termination or rejection, Host shall enter into a new agreement with Financing Party or its assignee having substantially the same terms and conditions as this Agreement.



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(iii) Right to Cure.

(A) Cure Period. Host will not exercise any right to terminate or suspend this Agreement unless it shall have given the Financing Party a copy of Host's prior written notice to Provider of its intent to terminate or suspend this Agreement, as required by this Agreement, specifying the condition giving rise to such right, and the Financing Party shall not have caused to be cured the condition giving rise to the right of termination or suspension within sixty (60) days after such notice or (if longer) the periods provided for in this Agreement; provided that if such Provider default reasonably cannot be cured by the Financing Party within such period and the Financing Party commences and diligently and continuously pursues cure of such default within such period, such period for cure will be extended for a reasonable period of time under the circumstances, such period not to exceed an additional sixty (60) days. The Parties' respective obligations will otherwise remain in effect during any cure period.

(B) Continuation of Agreement. If the Financing Party or its assignee (including any purchaser or transferee), pursuant to an exercise of remedies by the Financing Party, shall acquire title to or control of Provider's assets and shall, within the applicable time periods described in Section 21(a)(iii)(A) above, cure all defaults under this Agreement existing as of the date of such change in title or control in the manner required by this Agreement and which are capable of cure by a third person or entity then such Person shall no longer be in default under this Agreement, and this Agreement shall continue in full force and effect. If the Financing Party notified Host in writing within such sixty (60) day period that it must foreclose on Provider's Interest or otherwise take possession of Provider's interest under this Agreement in order to cure the default (the "**Foreclosure Notice**"), the Host shall not terminate this Agreement and shall permit the Financing Party a reasonable period of time, which shall be outlined in the Foreclosure Notice, as may be necessary for such Financing Party, with the exercise of due diligence, to foreclose or acquire Provider's interest under this Agreement and to perform or cause to be performed all of the covenants and agreements of Provider under this Agreement and the Lease.

(b) Financing Party a Third Party Beneficiary. Host agrees and acknowledges that Financing Party is a third party beneficiary of the provisions of this Section 21.

(c) Entry to Consent to Assignment. Host agrees to (i) execute any reasonable consents to assignment or acknowledgements and (ii) provide such opinions of counsel as may be reasonably requested by Provider and/or Financing Party in connection with such financing or sale of the Project.

**22. LIMITATIONS ON DAMAGES.**

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NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT OR THE LEASE, AND EXCEPT AS PROVIDED IN THIS AGREEMENT IN SECTIONS 10, 19(B) AND 20(B), NEITHER PARTY NOR ANY OF ITS INDEMNIFIED PERSONS SHALL BE LIABLE TO THE OTHER PARTY OR ITS INDEMNIFIED PERSONS FOR ANY SPECIAL, PUNITIVE, EXEMPLARY, INDIRECT, OR CONSEQUENTIAL DAMAGES, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT. FOR GREATER CLARITY, IT IS AGREED BY THE PARTIES THAT THE EARLY TERMINATION PAYMENT AND ANY PAYMENT BY HOST SPECIFICALLY ADDRESSED HEREIN, INCLUDING WITHOUT LIMITATION, UNDER SECTION 10, ARE CONSIDERED DIRECT DAMAGES. FOR BREACH OF ANY PROVISION FOR WHICH AN EXPRESS REMEDY OR MEASURE OF DAMAGES IS PROVIDED IN THIS AGREEMENT, THE LIABILITY OF THE DEFAULTYING PARTY SHALL BE LIMITED AS SET FORTH IN SUCH PROVISION AND ALL OTHER DAMAGES ARE HEREBY WAIVED.

Notwithstanding anything to the contrary, Provider's total combined liability to Host under this Agreement and the Lease (whether due to breach of contract, negligence, strict liability or any other cause) shall not exceed, for all claims, a total amount of Provider's commercial general liability policy limit (combined single limit); provided that claims by Host for indemnity related to third-party claims as provided under Section 15(a) shall not be subject to such limit.

## 23. DISPUTE RESOLUTION.

(a) Negotiation Period. The Parties shall negotiate in good faith and attempt to resolve any dispute, controversy or claim arising out of or relating to this Agreement (a "**Dispute**") within 30 days after the date that a Party gives written notice of such Dispute to the other Party, except that a Party may seek injunctive relief to prevent irreparable harm without first proceeding or completing any dispute resolution proceedings.

(b) Jurisdiction, Venue, and Jury Trials. If despite the efforts, if any, to negotiate, the Parties do not resolve the Dispute within the negotiation period described above, then each Party irrevocably consents to the exclusive jurisdiction of the state and federal courts sitting in Massachusetts, in connection with any action related to the Dispute. Each Party agrees that process may be served upon it in any manner authorized by such courts and that it waives all objections which it might otherwise have to such jurisdiction and process. Further, each Party irrevocably waives all of its rights to a trial by jury with respect to any such action.

(c) Survival of Dispute Provisions. The provisions of this Section 23 and Section 25 shall survive any termination of this Agreement and shall apply (except as provided herein) to any disputes arising out of this Agreement.

## 24. NOTICES.

Delivery of Notices. All notices or other communications which may be or are required to be given by any Party to any other Party pursuant to this Agreement shall be in writing and shall



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be either (i) delivered by hand; (ii) mailed by first-class, registered or certified mail, return receipt requested, postage prepaid; (iii) delivered by a recognized overnight or personal delivery service; transmitted by email if receipt of such transmission by email is specifically acknowledged by the recipient (automatic responses not being sufficient for acknowledgement), addressed as follows:

If to Host:

City of Melrose
562 Main St
Melrose, MA 02176
Attention: City Solicitor Shannon Phillips
Email: sphillips@cityofmelrose.org

If to Provider:

Solect Energy Development LLC
89 Hayden Rowe Street
Hopkinton, Massachusetts 01748
Attention: Legal Notices
Email: legal@solect.com

Notices shall be effective when delivered (or in the case of email, when acknowledged by the recipient) in accordance with the foregoing provisions, whether or not (except in the case of email transmission) accepted by, or on behalf of, the Party to whom the notice is sent.

Each Party may designate by Notice in accordance with this section to the other Party a new address to which any notice may thereafter be given.

**25. MISCELLANEOUS.**

(a) Governing Law. This Agreement shall be governed by the laws of the Commonwealth of Massachusetts, without regard to principles of conflicts of law, and including principles of good faith and fair dealing that will apply to all dealings under this Agreement.

(b) Rules of Interpretation. Section headings are for convenience only and shall not affect the interpretation of this Agreement. References to sections are, unless the context otherwise requires, references to sections of this Agreement. The words "hereto", "hereof" and "hereunder" shall refer to this Agreement as a whole and not to any particular provision of this Agreement. The word "person" shall include individuals; partnerships; corporate bodies (including but not limited to corporations, limited partnerships and limited liability companies); non-profit corporations or associations; governmental bodies and agencies; and regulated utilities. The word "including" shall be deemed to be followed by the words "without limitation". In the event of any conflict between the text of this Agreement and the contents of an exhibit hereto, the text of this Agreement shall govern.



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(c) Severability. If any non-material part of this Agreement is held to be unenforceable, the rest of the Agreement will continue in effect. If a material provision is determined to be unenforceable and the Party which would have been benefited by the provision does not waive its unenforceability, then the Parties shall negotiate in good faith to amend the Agreement to restore to the Party that was the beneficiary of such unenforceable provision the benefits of such provision. If the Parties are unable to agree upon an amendment that restores the Party's benefits, the matter shall be resolved under Section 23, and the court will modify the unenforceable provision in order to restore to the Party that was the beneficiary of the unenforceable provision the economic benefits of such provision.

(d) Amendment and Waiver. This Agreement may only be amended by a writing signed by both Parties. Any waiver of any of the terms hereof shall be enforceable only to the extent it is waived in a writing signed by the Party against whom the waiver is sought to be enforced. Any waiver shall be effective only for the particular event for which it is issued and shall not constitute a waiver of a subsequent occurrence of the waived event nor constitute a waiver of any other provision hereof, at the same time or subsequently.

(e) Assignment. Except as provided in Section 21(a), neither Party may assign, sell, transfer or in any other way convey its rights, duties or obligations under this Agreement, either in whole or in part, without the prior written consent of the other Party which consent shall not be unreasonably withheld or delayed, except that without consent of Host, Provider (i) may assign its rights and obligations hereunder to an Affiliate of Provider and (ii) may sell or collaterally assign this Agreement in accordance with Section 21. For purposes of this Section 25(e), transfer does not include any sale of all or substantially all of the assets of Provider or Host or any merger of Provider or Host with another person, whether or not Provider or Host is the surviving entity from such merger, or any other change in control of Provider or Host, provided any such surviving entity assumes all obligations of Provider or Host, as appropriate, under this Agreement.

(f) No Joint Venture. This Agreement does not create a joint venture, partnership or other form of business association between the Parties.

(g) Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Delivery of signature by fax, or scan delivered by email, receipt acknowledged, or electronic signature are effective to bind a Party hereto.

(h) Relation of the Parties. The relationship between Provider and Host shall not be that of partners, agents, or joint ventures for one another, and nothing contained in the Agreement shall be deemed to constitute a partnership or agency agreement between them for any purposes, including federal income tax purposes. Provider and Host, in performing any of their obligations hereunder, shall be independent contractors or independent parties and shall discharge their contractual obligations at their own risk.

(i(i) CORI. With respect to Projects to be installed at Massachusetts public schools, the Host shall have the right to conduct a check of the Criminal Offender Record Information (CORI)

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maintained by the Massachusetts Criminal History Board, and the Massachusetts Sex Offender Record Information (SORI) maintained by the Massachusetts Sex Offender Registry Board, for any officer or employee of the Provider or of a subcontractor of the Provider who will work at the Premises. Notwithstanding any other provision of the Agreement, the Host may refuse to allow any such employee to work on the project if the Host, in its sole discretion, determines that such employee is not suitable for work on the project based on the results of such CORI or SORI. The Host shall keep such information in a confidential file. With respect to Projects to be installed at public schools in other states, similar criminal offender and sex offender information maintained by the state shall apply, and Host shall have discretion regarding employment of such registered offenders.

(j) Notwithstanding anything in this Agreement to the contrary, Host shall have no obligation to assign to Provider any right or interest which gives the Provider greater rights or interests in the Premises or any other property owned or controlled by the Host than the rights and interests contemplated in this Agreement.

(rest of page left blank intentionally – signatures appear on next page)

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IN WITNESS WHEREOF, intending to be legally bound hereby, Provider and Host have executed this Power Purchase Agreement as of the date first set forth above.

**Solect Energy Development LLC, a Massachusetts limited liability company**

By: _____

Name (printed): _____

Title: _____

Date: _____

**City of Melrose**

By: _____

Name (printed): Paul Brodeur_____

Title: Mayor, City of Chelsea_____

Date: _____

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## GLOSSARY OF TERMS

"Access Rights" means the rights more fully described in the Lease for Provider and its designees, including Installer, to enter upon and cross the Site to install, operate, maintain, repair and remove the Project, and to interconnect the Project with the Local Electric Utility and to provide water, electric and other services to the Project.

"Affiliate" means, as to any Person, any other Person which, directly or indirectly, is in control of, is controlled by, or is under common control with, such Person. For purposes of this definition, "control" of a Person means the power, directly or indirectly, to direct or cause the direction of the management and policies of such Person whether by contract or otherwise.

"Agreement" means this Power Purchase Agreement, including all exhibits attached hereto, as the same may be amended from time to time in accordance with the provisions hereof.

"Applicable Law" means any constitutional provision, law, statute, rule, regulation, ordinance, treaty, order, decree, judgment, decision, certificate, holding, injunction, registration, license, franchise, permit, authorization, or guideline issued by a Governmental Authority that is applicable to a Party to this Agreement or the transaction described herein. Applicable Law also includes an approval, consent or requirement of any Governmental Authority having jurisdiction over such Party or its property, enforceable at law or in equity.

"Applicable Solar Program" means the state laws, rules, and regulations that govern the solar incentives, rights and obligations (e.g., SMART), as may be amended from time to time, by the authorities having legal jurisdiction where the Project will be installed and where the benefits will be realized.

"Avoided Energy Price" means the rate, expressed in $/kWh, set forth in Exhibit A for purposes of calculating any credits owed to Host pursuant to Section 5(b). The Year 1 Avoided Energy Price shall be the average applicable tariff rate per kWh, at the time of execution of the Power Purchase Agreement, that Host would have paid for full requirements delivered electric service (which shall include energy-related charges such as delivery, service, distribution, or taxes, but excluding demand and other related charges) from its Local Electric Utility, with a 3% annual escalation rate applied to each subsequent Guarantee Year.

"Business Day" means a day other than Saturday, Sunday, or other day on which commercial banks in Massachusetts are authorized or required by law to be closed.

"Capacity Value" means such capacity value as determined by market rules established by ISO-NE. Provider is the owner of the capacity value of the Project and shall have the right to participate in ISO-NE's Forward Capacity market at their discretion through an aggregator or as an ISO-NE Market Participant. The Provider shall sell the capacity of the Project into the Forward Capacity Market by the later of twelve (12) months from the Commercial Operation Date or the first date available to participate in the Forward Capacity Auction; if not, the Provider relinquishes ownership of the Capacity Value of the Project to the Host.

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"Change in Law" means that after the date of this Agreement, an Applicable Law is amended, modified, nullified, suspended, repealed, found unconstitutional or unlawful, or changed or affected in any material respect by any Applicable Law. Change in Law does not include changes in federal or state income tax laws. Change in Law does include material changes in the interpretation of an Applicable Law.

"Commercial Operation Date" means the date, which shall be specified by Provider to Host pursuant to Section 4(d), when the Project is physically complete and has successfully completed all performance tests and satisfies the interconnection requirements of the Local Electric Utility.

"Confidential Information" means information of a confidential or proprietary nature, whether or not specifically marked as confidential. Such information shall include, but not be limited to, any documentation, records, listing, notes, data, computer disks, files or records, memoranda, designs, financial models, accounts, reference materials, trade-secrets, prices, strategic partners, marketing plans, strategic or other plans, financial analyses, customer names or lists, Project opportunities and the like, provided however that Confidential Information does not include information which (i) was in the possession of the receiving Party before receipt from the disclosing Party; (ii) is or becomes publicly available other than as a result of unauthorized disclosure by the receiving Party; (iii) is received by the receiving Party from a third party not known by the receiving Party with the exercise of reasonable diligence to be under an obligation of confidentiality respecting the information; or (iv) is independently developed by the receiving Party without reference to information provided by the disclosing Party; or, if applicable (v) is the subject of a lawful disclosure request under the Public Records Law, M.G.L. c.66, §10 or any other applicable public disclosure laws governing Host.

"Construction Start Date" means sixty (60) days after receipt of (i) executed interconnection agreement for the Project and (ii) all permits, which shall be extended day-by-day for Force Majeure Events.

"Delay Liquidated Damages" means the daily payment of (i) $0.250/day/kW, not to exceed $15/kW in the aggregate, if Provider fails to achieve the Commercial Operation Date by the Guaranteed Commercial Operation Date in accordance with and subject to Section 2(e).

"Dispute" means a controversy or claim arising out of or relating to this Agreement.

"Early Termination Amount" (a) for terminations occurring after the first to occur of transfer of the Project to a Financing Party or the Commercial Operation Date, means an amount determined in accordance with Exhibit B, as of the applicable anniversary date set forth thereon, which includes all lost revenues from the sale or utilization of electrical energy, Environmental Attributes, or Tax Attributes, provided however, (b) in the event Host becomes liable for payment of the Early Termination Amount prior to the first to occur of the events listed in (a), Host shall instead pay to Provider a termination payment equal to the sum of the following, not to exceed the Early Termination Amount for Year 1 set forth in Exhibit B: (1) all fees, costs and expenses reasonably incurred which are either paid by Provider, or which Provider is obligated to pay and does pay, to third parties for permits, interconnection application fees and studies,



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SMART incentives and other Governmental Authority and Utility approvals; and (2) all fees, costs and expenses reasonably incurred which are either paid by Provider, or which Provider is obligated to pay and does pay, to subcontractors and suppliers as of the termination date for design, engineering and procurement of equipment and other materials included in the Project, including any battery energy storage system and including the expenses and cancellation charges reasonably incurred and paid by Provider in termination of contracts and purchase orders pertaining to the System and the Installation Work; and (3) charges for Provider's internal engineering manpower and materials reasonably expended developing the Project up to the termination date based on Provider's labor rate sheet attached hereto as Exhibit H, which may be reasonably adjusted for inflation (in writing) on an annual basis, and, in the case of the costs described in sub-clauses (1) and (2) only, plus an amount equal to eighteen percent (18%) of such costs.

"Effective Date" shall have the meaning assigned to such term in the recitals.

"Electric Service Provider" means any person, including the Local Electric Utility, authorized by the Commonwealth of Massachusetts to provide electric energy and related services to retail users of electricity in the area in which the Site is located.

"Environmental Attributes" means Renewable Energy Certificates, carbon trading credits, emissions reductions credits, emissions allowances, green tags, Green-e certifications, or other entitlements, certificates, products, or valuations attributed to the Project and its displacement of conventional energy generation, or any other entitlement pursuant to any federal, state, or local program applicable to renewable energy sources, whether legislative or regulatory in origin, as amended from time to time, and excluding, for the avoidance of doubt, any Tax Attributes and the Applicable Solar Program.

"Estimated Annual Production" means the annual estimate of electricity generated by the Project for any given year. The Estimated Annual Production for each year of the Term is set forth in Exhibit F.

"Expiration Date" means the date on which the Agreement terminates by reason of expiration of the Term.

"Fair Market Value" means the price that would be paid in an arm's length, free market transaction, in cash, between an informed, willing seller and an informed, willing buyer (who is neither a lessee in possession nor a used equipment or scrap dealer), neither of whom is under compulsion to complete the transaction, taking into account, among other things, the age and performance of the Project and advances in solar technology, provided that installed equipment shall be valued on an installed basis and costs of removal from a current location shall not be a deduction from the valuation.

"Financing Party" means a Project Lessor or Lender.

"Force Majeure Event" means any act or event that prevents the affected Party from performing it obligations in accordance with this Agreement, if such act or event is beyond the



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reasonable control, and not the result of the fault or negligence, of the affected Party and such Party had been unable to overcome such act or event with the exercise of due diligence (including the expenditure of reasonable sums). Subject to the foregoing, Force Majeure Event may include but are not limited to the following acts or events: (i) natural phenomena, such as storms, hurricanes, floods, lightning and earthquakes; (ii) explosions or fires arising from lightning or other causes unrelated to the acts or omissions of the Party seeking to be excused from performance; (iii) acts of war or public disorders, civil disturbances, riots, insurrection, sabotage, declared state of emergency or public health emergency, pandemic, government mandated quarantine or travel ban, epidemic, terrorist acts, or rebellion; (iv) acts or omissions of Governmental Authorities, including the Local Electric Utility to the extent not caused by the action or inaction of Provider; and (v) strikes or labor disputes (except involving employees of the affected Party). Force Majeure Events shall not include equipment failures or acts or omissions of agents, suppliers or subcontractors, except to the extent such acts or omissions arise from a Force Majeure Event. Changes in prices for electricity shall not constitute Force Majeure Events.

"Governmental Authority" means any international, national, federal, provincial, state, municipal, county, regional or local government, administrative, judicial or regulatory entity operating under any Applicable Laws and includes any department, commission, bureau, board, administrative agency or regulatory body of any government.

"Guaranteed Commercial Operation Date" means 270 days from the Construction Start Date, which shall be extended day-by-day for Force Majeure Events and for other events outside of Provider's reasonable control.

"Hazardous Materials" means all hazardous or toxic substances, wastes or other pollutants, including petroleum, petroleum hydrocarbons or petroleum products, petroleum by-products, radioactive materials, asbestos or asbestos-containing materials, gasoline, diesel fuel, pesticides, radon, urea formaldehyde, lead or lead-containing materials, polychlorinated biphenyls; and any other chemicals, materials, substances or wastes in any amount or concentration which are now included in the definition of "hazardous substances," "hazardous materials," "hazardous wastes," "extremely hazardous wastes," "restricted hazardous wastes," "toxic substances," "toxic pollutants," "pollutants," "regulated substances," "solid wastes," or "contaminants" or words of similar import, under any Applicable Law.

"Host" means the entity identified as Host in the recitals, and all successors and assigns.

"Indemnified Person" means the person who asserts a right to indemnification under Section 15.

"Indemnifying Party" means the Party who has the indemnification obligation under Section 15 to the Indemnified Person.

"Initial Period" has the meaning provided in Section 2.

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"Installation Work" means the construction and installation of the Project and the start-up, testing and acceptance (but not the operations and maintenance) thereof, all performed by or for Provider at the Premises.

"Installer" means Solect Energy Development, LLC, the person designated by Provider to install the Project on the Premises.

"Land Registry" means the office where real estate records for the Site are customarily filed.

"Lease" has the meaning provided in the Recitals hereof.

"Lender" means persons providing construction or permanent financing to Provider in connection with installation of the Project.

"Liens" has the meaning provided in Section 8(c).

"Local Electric Utility" means the entity authorized and required under Applicable Law to provide electric distribution service to Host at the Site.

"Losses" means any and all losses, liabilities, claims, demands, suits, causes of action, judgments, awards, damages, cleanup and remedial obligations, interest, fines, fees, penalties, costs, and expenses (including all attorney's fees and other costs and expenses incurred in defending any such claims or matters or in asserting or enforcing any indemnity obligation).

"Net Metering" means the process of measuring the difference between electricity delivered by a Local Electric Utility to a customer and electricity generated by a solar system and fed back to the Local Electric Utility, as set forth in Applicable Law.

"Net Metering Credit" shall mean the monetary value of the excess electricity generated by a Project, and credited to the Host by the Local Electric Utility, as set forth in Applicable Law.

"Operations Period" has the meaning provided in Section 2.

"Operations Year" means a twelve month period beginning at 12:00 am on an anniversary of the Commercial Operations Date and ending at 11:59 pm on the day immediately preceding the next anniversary of the Commercial Operations Date, provided that the first Operations Year shall begin on the Commercial Operations Date.

"Party" means either Host or Provider, as the context shall indicate, and "Parties" means both Host and Provider, collectively.

"Point of Delivery" has the meaning set forth in Section 5(a) and Exhibit E.

"Premises" means the portions of the Site described on Exhibit D.

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"Production Excess" has the meaning set forth in Section 7(b)(i).

"Project" means an integrated system for the generation of electricity from solar energy consisting of the photovoltaic panels and associated equipment to be installed on each of the Premises in accordance with this Agreement.

"Project Lessor" means, if applicable, any Person to whom Provider transferred the ownership interest in the Project, subject to a leaseback of the Project from such Person.

"Provider" means Solect Energy Development LLC.

"Relocation Event" means the relocation of the Project, starting at the shutdown of the Project pursuant to such relocation, and ending at the commercial operation of the Project when such relocated Project is reinstalled at a new location, as determined by the Provider in its reasonable discretion.

"Renewable Energy Certificate" or "REC" means a certificate, credit, allowance, green tag, or other transferable indicia, howsoever entitled, created by an applicable program or certification authority indicating generation of a particular quantity of energy, or product associated with the generation of a megawatt-hour (MWh) from a renewable energy source by a renewable energy Project.

"SMART Incentive Payment Effective Date" means the date on which the SMART incentive payment becomes effective as determined by the Local Electric Utility.

"Site" means the real property described on Exhibit C attached hereto.

"Tax Attributes" means the investment tax credits (including any grants or payments in lieu thereof) and any tax deductions or other benefits under the Internal Revenue Code or applicable federal, state, or local law available as a result of the ownership and operation of the Project or the output generated by the Project (including, without limitation, tax credits (including any grants or payments in lieu thereof) and accelerated and/or bonus depreciation.)

"Term" shall have the meaning provided in Section 2 hereof.

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EXHIBIT A

ENERGY PURCHASE PRICES

The PPA $/kWh rates set forth in this Exhibit A are dependent on Provider's good faith assumptions around the Pricing Elements set forth below, and are in accordance with the rules of the PowerOptions Solar and Storage Program. The actual SMART Incentive Payment Rate will be established upon receipt of the SMART Statement of Qualification from Massachusetts Department of Energy Resources. Upon receipt of the Statement of Qualifications, Provider shall forward a copy to Host.

Block 10

| | |
|---|---|
| SMART Incentive Amount | $0.05819 |
| PPA Rate ($/kWh) | $0.182 |

Assumptions around Pricing Elements:

- Additional utility interconnection costs. Prices shown include budgeted interconnection costs and exclude costs (if any) for utility engineering studies or system upgrades.
- PPA Rate assumes Project is exempt from personal property tax.
- Prices shown do not include costs required to comply with additional site work, stormwater management infrastructure, environmental compliance or remediation, or Orders of Conditions, as required by local AHJ (i.e. Planning Board, Conservation Commissions).
- Federal investment tax credit amount will reflect the calendar year in which installation begins.
- Steel pricing for ground mounted or canopy structures. A change in price shall be considered material when the price of the applicable steel product or products changes by 5% percent or more between the Effective Date and the Construction Commencement Date based on the benchmark prices published by CME group U.S. Midwest Hot-Rolled Coil Index (CRU), https://www.cmegroup.com/markets/metals/ferrous/hrc-steel.contractSpecs.html or such other steel index as is agreed with PowerOptions.

Variations:

Should the actual values of the Pricing Elements materially differ from the assumed values, Provider will prepare a Final PPA Rate in accordance with the rules of the PowerOptions Solar plus Storage program. Such Final PPA Rate will be provided to Host no later than 20 days prior to the Construction Start Date, and shall automatically take effect provided such Final PPA Rate does not exceed a Maximum PPA Rate of: $0.200 unless the parties have reached agreement on



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a Final PPA Rate that exceeds the Maximum PPA Rate as determined pursuant to the process described below.

If, upon receipt of all documentation necessary to establish a Final PPA Rate, the Provider determines that the Final PPA Rate exceeds the Maximum PPA Rate, the parties will cooperate in good faith to negotiate a PPA Rate acceptable to both parties. If, after fifteen (15) days, the Parties are not able to agree on an acceptable PPA Rate, Provider may, in its sole discretion, elect to (i) continue performance under this Agreement with the PPA Rate equal to the Maximum PPA Rate, or (ii) terminate this Agreement upon ten (10) days' written notice to Host. Upon a termination hereunder, Host shall reimburse Provider for Provider's direct costs incurred in performing under this Agreement between the Effective Date and the date of such termination.

AVOIDED ENERGY PRICE

The following table sets forth the "Avoided Energy Price" for purposes of calculating the amount on any credit due to the Host under the Performance Guarantee in Section 5(b), with a 2% annual escalation rate.

| **Guarantee Year** | **Avoided Energy Price per kWh** |
|---|---|
| 1 | $0.20333 |
| 2 | $0.20740 |
| 3 | $0.21154 |
| 4 | $0.21578 |
| 5 | $0.22009 |
| 6 | $0.22449 |
| 7 | $0.22898 |
| 8 | $0.23356 |
| 9 | $0.23823 |
| 10 | $0.24300 |
| 11 | $0.24786 |
| 12 | $0.25282 |
| 13 | $0.25787 |
| 14 | $0.26303 |
| 15 | $0.26829 |
| 16 | $0.27366 |
| 17 | $0.27913 |
| 18 | $0.28471 |
| 19 | $0.29041 |
| 20 | $0.29621 |

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EXHIBIT A-1

PILOT AMOUNTS

*For purposes of this PPA, the PILOT Amount assumed for each year of the Term is equal to zero dollars ($0.00).*

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EXHIBIT B

*Early Termination Amounts are calculated to achieve the same net present value for the investor as if early termination had not happened and the project went to full term.*

Subject to final PPA Prices in Exhibit A
EARLY TERMINATION AMOUNTS

| Year | Early Termination Amount | Early Purchase |
|---|---|---|
| 1 | $265,445 | **N/A** |
| 2 | $244,508 | **N/A** |
| 3 | $223,318 | **N/A** |
| 4 | $215,310 | **N/A** |
| 5 | $193,573 | **N/A** |
| 6 | $171,540 | **N/A** |
| 7 | $149,196 | $120,103 |
| 8 | $139,970 | **N/A** |
| 9 | $130,399 | **N/A** |
| 10 | $120,461 | $88,671 |
| 11 | $112,663 | **N/A** |
| 12 | $106,405 | **N/A** |
| 13 | $99,936 | **N/A** |
| 14 | $93,244 | **N/A** |
| 15 | $86,318 | $49,464 |
| 16 | $78,259 | **N/A** |
| 17 | $69,888 | **N/A** |
| 18 | $61,187 | **N/A** |
| 19 | $52,138 | **N/A** |
| 20 | $42,724 | **N/A** |

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EXHIBIT C

DESCRIPTION OF SITE

**Property Description:** The real property located at 40 DAMON AVE, Melrose, MA described below (the "Property").

For Landlord's title see Deed recorded with the Middlesex South Registry of Deeds/Land Records in Book 5321, Page 221, and in Book 6575, Page 390, and in Book 11349, Page 435.

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shown on Plan of Land in Melrose, Mass., belonging to City of Melrose and Clara M. Shepherdson, Frank Emerson, Engineer and Superintendent of Public Works, August 20, 1928, to be recorded herewith, together with all rights of the grantor in that part of said Ell Pond included between the extensions of the northerly and southerly boundary lines of the granted premises. WITNESS my hand and seal this day of January 25th, 1929. Clara M. Shepherdson (seal) COMMONWEALTH OF MASSACHUSETTS. Middlesex ss. January 25th, 1929. Then personally appeared the above named Clara M. Shepherdson and acknowledged the foregoing instrument to be her free act and deed, before me, George W. Rogers, Notary Public. (Notarial seal) My commission expires April 1st, 1932. - - - - - - - - - - - - - - - - -

Middlesex ss. Jan. 26, 1929. 11h. 4m. A.M. Rec'd & Recorded.

SEE PLAN NO. 72 OF 1929

CITY OF MELROSE TAKING

CITY OF MELROSE. In Board of Aldermen, December 28, 1928. Offered by Alderman Mary L. Barrows. BE IT ORDERED WHEREAS, public necessity and convenience require that the parcel of land hereinafter described be taken for school purposes, and a proper appropriation therefor has been made; and WHEREAS all parties interested have been notified and a hearing had in accordance with the law; NOW, THEREFORE, the City of Melrose hereby takes in fee for school purposes the following parcel of land situated in said MELROSE and bounded and described as follows: Beginning at a point on the easterly line of Hesseltine Avenue, said point being a cedar stake eighty-eight and twenty-four one-hundredths (88.24) feet north from an angle in said Hesseltine Avenue; thence turning, including an angle of 106° 57', and running easterly over land of Ruggles six hundred and fifty-seven one-hundredths (600.57) feet to land of Watkins; thence easterly, including an angle of 159° 43' 30", by said land of Watkins sixty-three and twenty-eight one-hundredths(63.28) feet to land now or late of Cochrane; thence northerly by said land of Cochrane three hundred seventy-two and ninety-six one-hundredths(372.96) feet to a drill hole; thence turning, including an angle of 97° 56' 57" and running westerly by land now or late of said Cochrane four hundred eighty-five and sixty-two one-hundredths (485.62) feet to land of O'Connell; thence southerly by lands of O'Connell and of MacKeil one hundred ten (110) feet; thence westerly by land of said MacKeil one hundred (100) feet to said easterly line of Hesseltine Avenue; thence southerly along said easterly line of Hesseltine Avenue eighty-seven and twenty-four one-hundredths (87.24) feet to said stake, and point of beginning, containing one hundred twenty-eight thousand two hundred and twelve

See plan opposite

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(128,212) square feet more or less. The above description is of a parcel of land situated east of Hesseltine Avenue, and is intended to conform with a plan of the same made by Frank Emerson, Engr. & Supt. Public Works of the City of Melrose, dated December 1, 1928, to be recorded herewith. No betterments are to be assessed in respect to this taking. No trees upon the said land nor any structures affixed thereto are included in this taking, and if there be any trees or structures upon said land, the owner thereof is hereby allowed ten days in which to remove the same. So far as known to this Board, Charles E. Ruggles is the owner of land hereby taken, and damages are hereby awarded to said owner in the sum of $8000.00. Passed Dec. 28, 1928. Alfred C. Malm, President of the Board of Aldermen. Dec. 28/1928. In Board of Aldermen. Ordained R. C. 9-0. Victor C. Kirmes, Clerk. Order 18566-B. Dec.31.'28. Approved. Albert M. Tibbetts, Mayor. - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - -

Middlesex ss. Jan. 26, 1929. 11h. 4m. A.M. Rec'd & Recorded. "Dec. 31,'28" interlined.

CITY OF MELROSE TAKING

CITY OF MELROSE. In Board of Aldermen, December 17th, 1928. Offered by Alderman Milano for the Highway Committee. BE IT ORDERED WHEREAS, public necessity and convenience requires that a public street or way should be laid out and constructed upon the parcel of land hereinafter described, and WHEREAS, all parties interested have been duly notified and a hearing had, in accordance with law, NOW, THEREFORE, the City of Melrose hereby takes for highway purposes the following parcel of land situated in said MELROSE and bounded and described as follows, to wit:- Beginning at a point on the easterly line of Wentworth Road, said point being sixteen (16) feet southerly from the dividing line of Lots 41 and 42 on a plan to be recorded herewith; thence north and easterly by a curve, radius one hundred nineteen and seven one-hundredths (119.07)feet, bearing to the right one hundred fifteen and eighty-nine one-hundredths (115.89) feet; thence easterly on a tangent to said curve one hundred twenty and nine one-hundredths (120.09) feet to the southerly line of Pine Street, as accepted; thence westerly on said southerly line of said Pine Street eighty-two and thirty-three one-hundredths (82.33) feet; thence northerly on the westerly end of said Pine Street, as accepted, thirty (30) feet to the northerly line of said Pine Street as accepted; thence westerly on the prolongation of said northerly line of Pine Street seventy-three and forty one-hundredths (73.40) feet to a curve; thence by said curve, radius eight and ninety-three one-hundredths (8.93) feet, bearing to the right eighteen and forty-six one-hundredths (18.46) feet

See plan opposite SEE PLAN NO. 73 OF 1929

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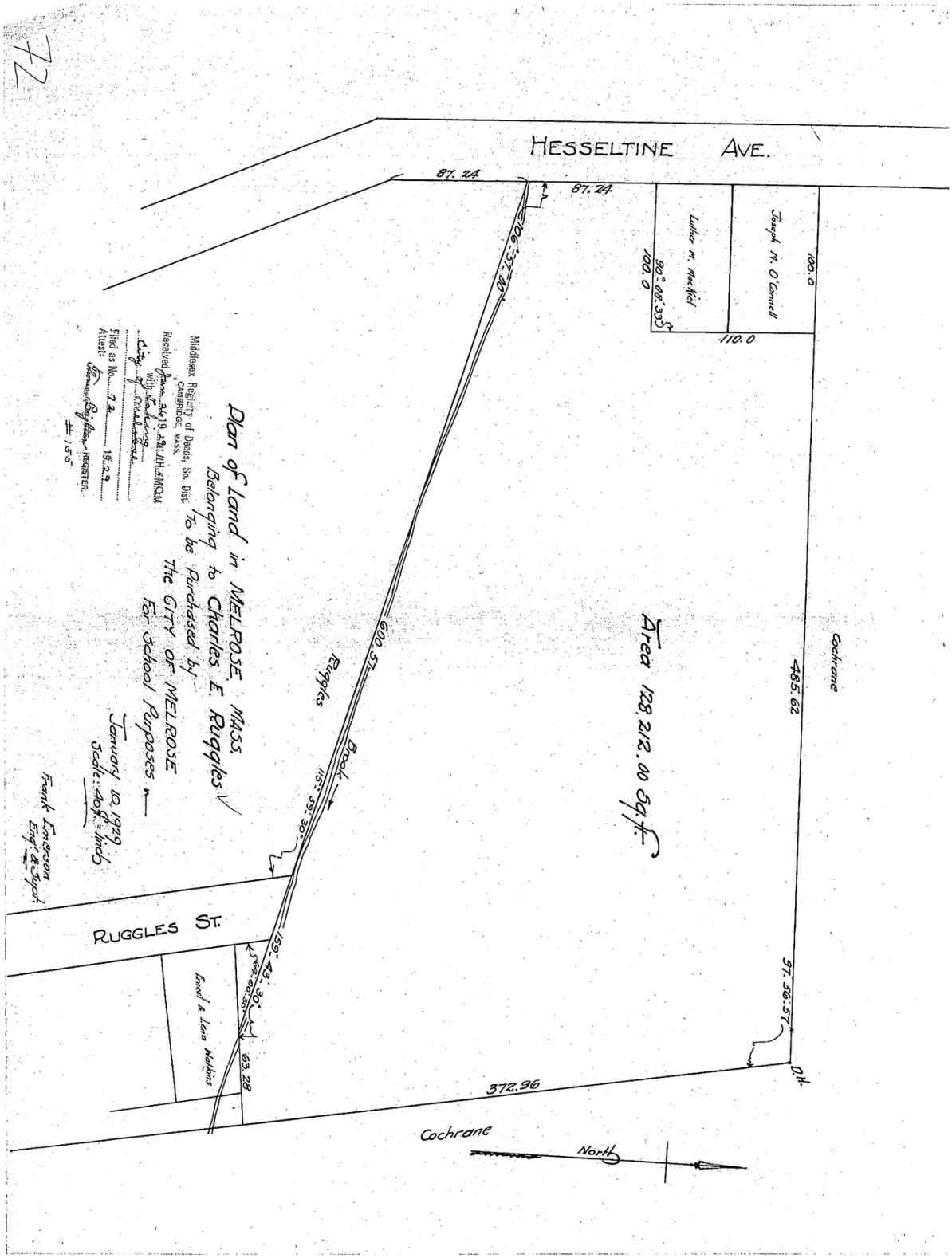


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the same becomes due notwithstanding any license or waiver of any prior breach of condition shall make the whole of the balance of said principal sum immediately due and payable at the option of the holder hereof. For any breach of the statutory condition or for any breach of any condition of this mortgage the Mortgagee shall have the statutory power of sale. In the event the ownership of the mortgaged premises, or any part thereof, becomes vested in a person other than the Mortgagor, the Mortgagee may, without notice to the Mortgagor, deal with such successor or successors in interest with reference to the mortgage and the debt hereby secured, in the same manner as with the Mortgagor, without in any way vitiating or discharging the Mortgagor's liability hereunder or upon the debt hereby secured. No sale of the premises hereby mortgaged and no forbearance on the part of the Mortgagee and no extension of the time for the payment of the debt hereby secured given by the Mortgagee shall operate to release, discharge, modify, change or affect the original liability of the Mortgagor herein, either in whole or part. Wherever the words Mortgagor and Mortgagee are used herein they shall include their several heirs, executors, administrators, successors, grantees and assigns subject to the limitations of law and of this instrument, and if the context requires, the words Mortgagor and Mortgagee and the pronouns referring to them shall be construed as plural, neuter or feminine. In case this loan is paid in full within one year from the date hereof, the Bank reserves the right to charge interest thereon for sixty days beyond the date of repayment. WITNESS my hand and seal this 27th day of January 1942 John L. Donovan . THE COMMONWEALTH OF MASSACHUSETTS Middlesex,ss. Arlington, January 27, 1942. Then personally appeared the above-named John L. Donovan and acknowledged the foregoing instrument to be his free act and deed, before me, John G. Brackett Justice of the Peace My commission expires October 5, 1945. - - - - - - - - - - - - - - - - - - - - - - - - -

Middlesex ss. Jan. 28, 1942. 8h. 30m. A.M. Rec'd & Recorded.

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CITY OF MELROSE

TAKING

CITY OF MELROSE In Board of Aldermen Jan. 19,1942

AN ORDER Taking of land on Damon Avenue for School Purposes. (Hesseltine Avenue School Lot)

Offered by Alderman Chester M. Cummings WHEREAS, public necessity and convenience require that the parcel of land hereinafter described shall be taken for school purposes. NOW, THEREFORE, the Board of Aldermen of the City of Melrose, acting for, and in behalf of, the said city under the provisions of Chapter 79 of the General Laws of the Commonwealth of Massachusetts, and all acts in amendments thereof or additional thereto, and under every other power it hereto enabling, hereby takes in

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fee for school purposes a certain parcel of land, now or formerly owned by Clarence Cochrane et al, and bounded and described as follows: Beginning at a point on the westerly line of Damon Avenue, said point being the P. C. of a curve and being one hundred thirty-three and sixty-eight one-hundredths (133.68) feet northerly from the P. C. at Ruggles Street; thence by said curve, radius five hundred twenty-eight and eighty-six one-hundredths (528.86) feet, bearing northerly and to the left one hundred five and forty-three one-hundredths (105.43) feet to a point on the westerly line of said Damon Avenue; thence northerly by said westerly line of Damon Avenue ten and eighty-three one-hundredths (10.83) feet to land now or formerly of Dawson; thence westerly by said land of Dawson twelve and seventy-seven one-hundredths (12.77) feet to land of the City of Melrose; thence southerly by land of said City of Melrose one hundred seventeen and twenty-nine one-hundredths (117.29) feet to the P. C. of a curve and point of beginning. The above description is of a parcel of land of Damon Avenue, known as Lot (A) and shown on plan entitled, "Plan of Damon Avenue in Melrose, Mass., dated January 26, 1929, John F. Rand C.E.", and recorded in the Middlesex South Registry of Deeds, Book 6285 Page 382. All structures and trees upon said parcel of land are included in this taking. No betterments are to be assessed for this improvement. The question of damages sustained by the owner or owners of the land taken in accordance with the foregoing having been duly considered, it is hereby determined that no damages have, or will be, sustained by reason of said taking and, therefore, none are awarded.

Jan. 19, 1942
In Board of Aldermen
Ordained Roll Call
Yea 9 Nay 0
Raymond H. Greenlaw
Clerk

Passed Jan. 19, 1942
Herman A. Black
President of the Board of Aldermen

Jan. 21, 1942
Approved
Carl A. Raymond
Mayor

Copy of Order No. 5325

A true copy, attest: Raymond H. Greenlaw City Clerk. (Corporate seal)

Middlesex ss. Jan. 28, 1942. 9h. 27m. A.M. Rec'd & Recorded.

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2 Brookline Federal Savings and Loan Association, formerly Coolidge Corner Co-operative Bank, a United States corporation doing business in Brookline, Norfolk County, Massachusetts, for consideration paid, grants to George Maynard Demmons of Newton, Middlesex County, Massachusetts, and Louise Kathryn Demmons, husband and wife, as tenants by the entirety, as follows, viz:- A certain lot or parcel of land with the buildings thereon situate on Austin Street in that part of said NEWTON, called Newtonville, shown as Lot #9 on a plan by E. S. Smillie, Surveyor,

BROOKLINE FEDERAL SAVS. AND LOAN ASSN.
to
DEMMONS et ux

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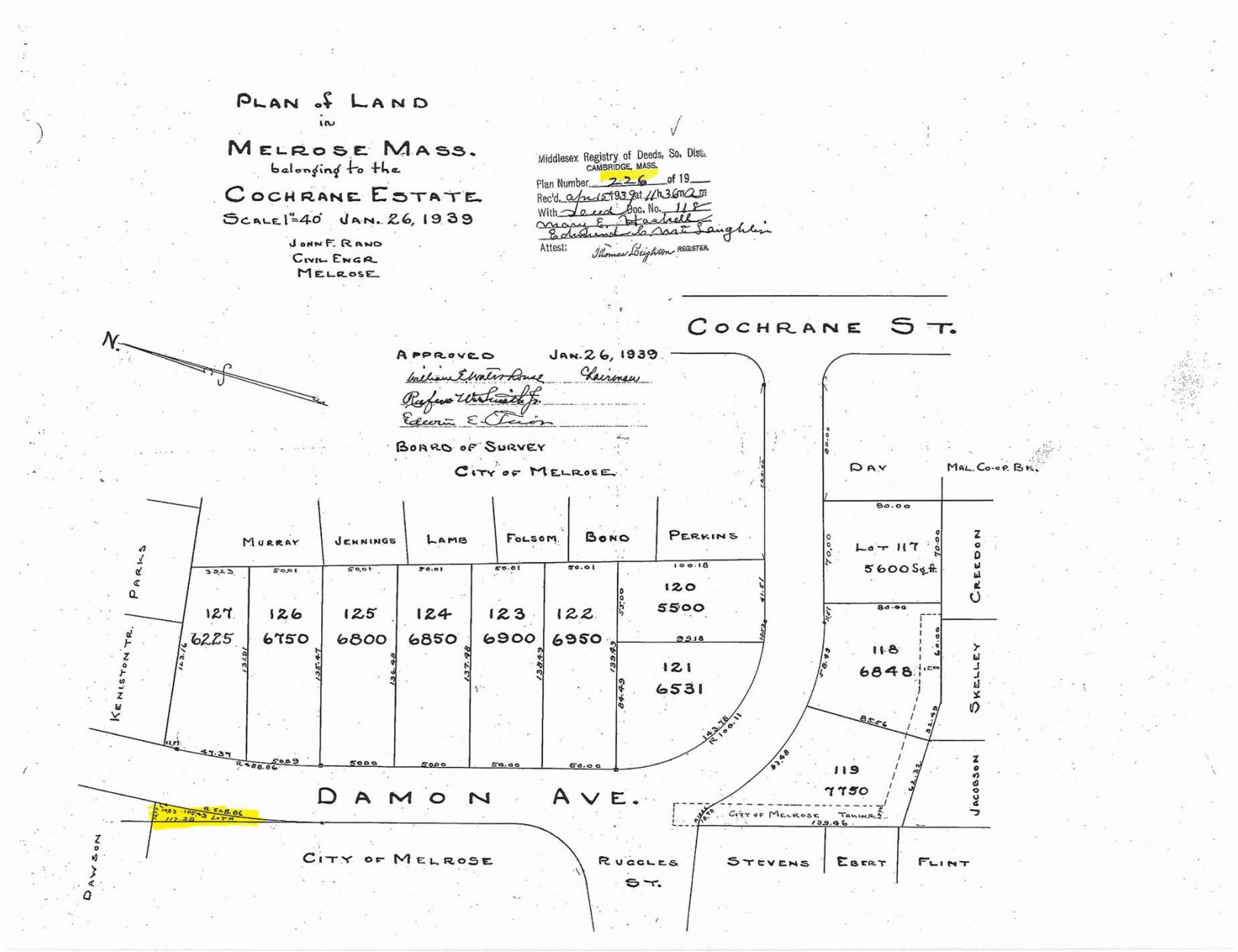
PLAN of LAND
in
MELROSE MASS.
belonging to the
COCHRANE ESTATE
SCALE 1"=40' JAN. 26, 1939
JOHN F. RAND
CIVIL ENGR
MELROSE
Middlesex Registry of Deeds, So. Dist.
CAMBRIDGE, MASS.
Plan Number 226 of 19
Rec'd. Apr 15 1939 at 11h 36m 2m
With Deed Doc. No. 118
Mary E. Haskell
Edmund C. McLaughlin
Attest: Thomas Leighton REGISTER
COCHRANE ST.
N.
APPROVED JAN. 26, 1939
William E. Waterhouse Chairman
Rufus W. Smith Jr.
Edwin E. Tuttle
BOARD OF SURVEY
CITY OF MELROSE
DAY
MAL. CO-OP. BK.
MURRAY
JENNINGS
LAMB
FOLSOM
BOND
PERKINS
PARKS
KENISTON TR.
127
6225
126
6750
125
6800
124
6850
123
6900
122
6950
120
5500
121
6531
LOT 117
5600 Sq. ft.
118
6848
119
7750
CREEDON
SKELLEY
JACOBSON
DAMON AVE.
CITY OF MELROSE TAKING
DAWSON
CITY OF MELROSE
RUGGLES ST.
STEVENS
EBERT
FLINT

Form A-2 5M 11-65

RW 13-60

BK 11349 PG 435

RM 30-67 AM 11:18 205R ** 13.60

# CITY OF MELROSE

*In Board of Aldermen* June 19, 1967

AN ORDER Taking premises numbered 23 Hesseltine Avenue, Lots $A^3$ and B, adjacent to Horace Mann School, for school purposes

*Offered by Alderman* V. Edward Perkins for the Committee on Education, Health and Public Welfare

The duly elected and qualified Board of Aldermen of the City of Melrose, in the County of Middlesex, having complied with all the preliminary requirements prescribed for the purpose hereinafter set forth, and having made an appropriation of money for the purpose; and, it being necessary and desirable to acquire said land for said purpose, adopts the following order of taking:-

BE IT ORDERED

that, in accordance with the provisions of Chapter 79 of the General Laws, as amended, there be, and there hereby is, taken, on behalf of said city for school purposes, a certain parcel of land, being the premises numbered 23 Hesseltine Avenue, adjacent to the Horace Mann School, owned now, or formerly, by Charles A. Kane, and more particularly bounded and described as follows:-

Lot $A^3$ - BK 131 PG 89

Beginning at a point on the easterly line of Hesseltine Avenue, said point being thirty-six and twelve one hundredths (36.12) feet from an angle in said street, and being on the dividing line between land of Andrew C. and Mary A. Williams and land of Charles A. Kane; thence easterly along land of Andrew C. and Mary A. Williams one hundred twenty-one and twenty-one one hundredths (121.21) feet to land of Leonore H. Simonds; thence northwesterly along land of Charles A. Kane one hundred sixty-two and eighty-six one hundredths (162.86) feet to land of Frank D. Rydant; thence westerly along land of said Frank D. Rydant forty-two and seventy one hundredths (42.70) feet to the easterly line of Hesseltine Avenue; thence southerly by said easterly line of Hesseltine Avenue one hundred and eight (108.00) feet to point of beginning and containing eleven thousand and eighty-eight (11,088) square feet and being Lot $A^3$ shown on Land Court Plan 4842 F, filed with Land Court, Certificate ~~525~~ in Book ~~131~~, Page ~~89~~ cancelled

" 60969 " 407 " 33

Lot B

Beginning at a point on the southerly dividing line of land belonging to Frank D. Rydant, said point being forty-two and seventy one hundredths (42.70) feet easterly from the easterly line of Hesseltine Avenue; thence easterly along said dividing line fifty-eight (58.00) feet to an angle; thence northerly by land of said Frank D. Rydant sixty (60.00) feet to land of Arnold C. and Barbara J. Wilson; thence easterly along land of said Arnold C. and Barbara J. Wilson fourteen and fifty one hundredths (14.50) feet to an angle; thence northerly along land of said Arnold C. and Barbara J. Wilson sixty (60.00) feet to land of City of Melrose; thence easterly along land of City of Melrose three hundred eighty-one and sixty-nine one hundredths (381.69) feet to the westerly line of Ruggles Street; thence southerly along said westerly line of Ruggles Street five (5.00) feet to land of Ellen E. Fogg; thence westerly by land of said Ellen E. Fogg

(continued)

SEE PLAN IN RECORD BOOK 747 11349 PAGE 435

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one hundred (100.00) feet to an angle; thence southerly along land of said Ellen E. Fogg and land of Dorothy L. Lightbown, land of Raymond F. and Lucie F. Risser and land of Max Solomon, one hundred and ninety (190.00) feet to land of Irving W. and Mildred N. Bray; thence westerly along land of said Irving W. and Mildred N. Bray forty-four (44.00) feet to land of Joseph S. and Mary Nutter; thence northerly along land of said Joseph S. and Mary Nutter forty (40.00) feet to an angle; thence westerly along land of said Joseph S. and Mary Nutter fifty and twenty-five one hundredths (50.25) feet to land of Leonore H. Simonds; thence northerly along land of said Leonore H. Simonds sixty-five (65.00) feet to an angle; thence westerly along land of said Leonore H. Simonds one hundred and two (102.00) feet to land of Charles A. Kane; thence northwesterly along land of said Charles A. Kane one hundred sixty-two and eighty-six one hundredths (162.86) feet to point of beginning and containing fifty-nine thousand and forty (59,040) plus or minus square feet.

The foregoing descriptions are of two parcels of land in the City of Melrose shown on plan of same entitled, "Plan of Land in Melrose, Mass., showing land to be taken for school purposes, dated March 8, 1967, George R. Winters, Engineer and Superintendent, Melrose Public Works Department", to be recorded herewith.

The description given in this order of taking conforms to the deed of the parcel taken and the plan to be recorded herewith is a true survey of said parcel.

All trees and structures in said parcel of land are included in this taking. Interest in said land is taken in fee simple thereof.

We estimate and determine the damages sustained by the said Charles A. Kane, or his successors, in his, or their, property by reason of said taking to be in the amount of twenty-five thousand three hundred forty-two dollars and fifteen cents ($25,342.15) said amount including the sum of three hundred forty-two dollars and fifteen cents ($342.15) estimated to be equal to that portion of the tax, which it is estimated will be assessed upon said parcel in the year 1967, apportioned pro rata according to the number of days in said year after such taking. It being understood that if said Charles A. Kane is not such owner and entitled to such damages, the said award to be made to the true owner or owners.

The owner, or owners, of said land, or of any interest therein may request an offer pursuant to Section 8 A of Chapter 79 of the General Laws, of settlement of all damages for such taking within six months from the date when the right to damages vests; and may petition the Superior Court to determine their damages within two years from the date of the recording of this order of taking.

June 19, 1967
In Board of Aldermen
Ordained Roll Call
Yea 9 Nay 2
Paul J. Barter
Clerk

Passed June 19, 1967
David H. Schmidt, Jr.
President of the Board of Aldermen

Approved June 21, 1967
Paul S. Waitses, Jr.
Mayor

Copy of Order No, 15822-A

A true copy
Attest:

Paul J. Barter, City Clerk

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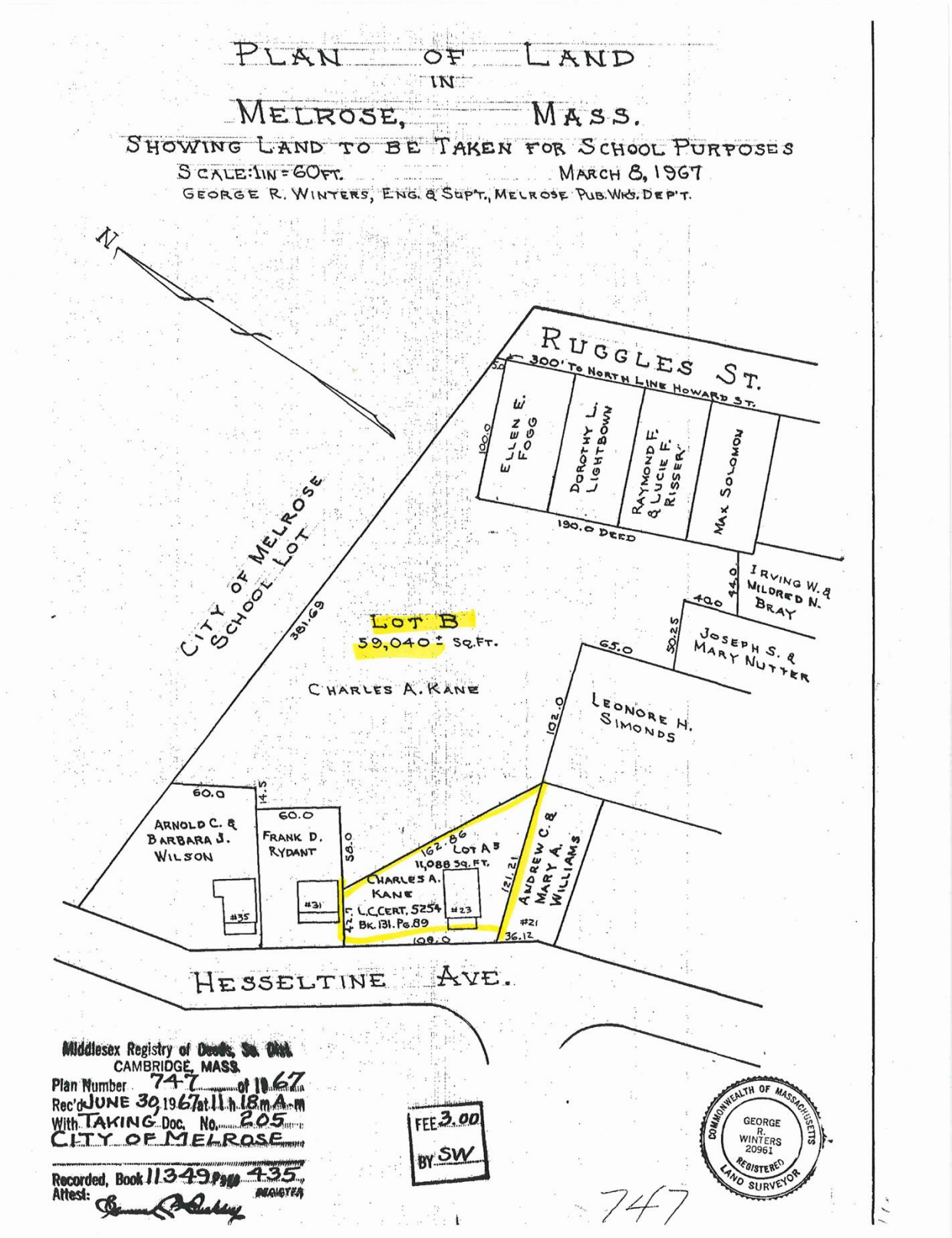


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# EXHIBIT D

## DESCRIPTION OF PREMISES

The Premises includes locations where solar equipment will be installed and accessed for construction, operation, maintenance and decommissioning as depicted on the Site Plan below (as it or the Project may be modified pursuant to the Lease).

The Premises is benefitted by the Access Rights and Easements set forth in Section 3 of the Lease including rights to combine and connect the Project to Host's existing main electric equipment and rights to interconnect the Project to the utility network.

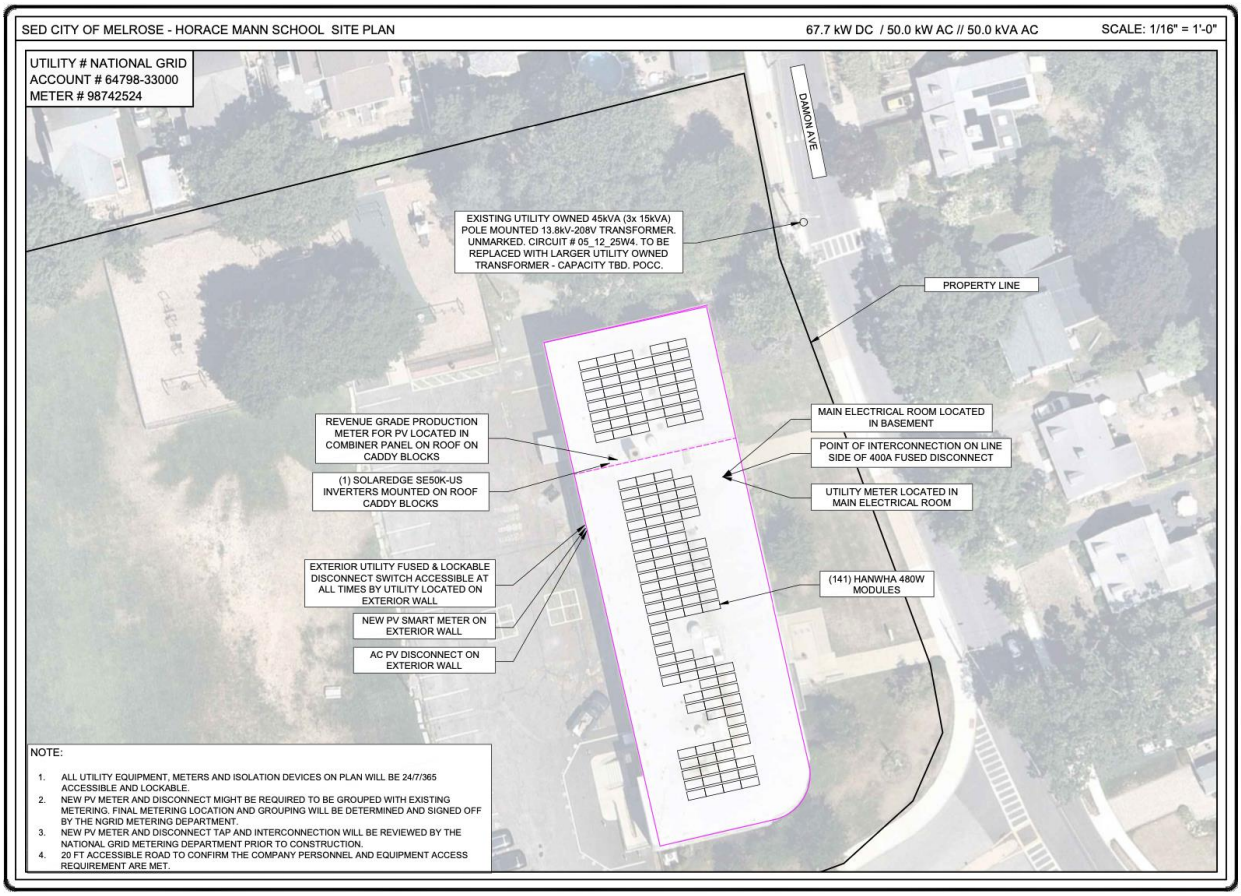


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EXHIBIT E

DESCRIPTION OF PROJECT

Point of Delivery is the Local Electric Utility's meter.

The Project will be comprised of a series of solar photovoltaic equipment and parts integrated to the main electric service at the building, behind the utility meter, and interconnected to the Local Electric Utility's electricity distribution system. Main equipment components of the Project include:

- Roughly 141 x 480W Tier 1 Solar modules or equivalent
- Roughly 1 x solar inverters or equivalent
- Ballasted roof racking systems or equivalent
- Rapid shutdown system
- Solar kWh meter and monitoring system, connected to Host-provided internet service
- Combiners, Disconnects, Conduit, Switches, Pipe and Wire, and Balance of System materials.

Equipment list may change during the course of the Project

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EXHIBIT F

ESTIMATED ANNUAL PRODUCTION

Estimated Annual Production commencing on the Commercial Operation Date with respect to Project under the Agreement shall be as follows:

| Year | Estimated Production (kWh) | Year | Estimated Production (kWh) |
|---|---|---|---|
| 1 | 78,451 | 11 | 74,241 |
| 2 | 78,019 | 12 | 73,833 |
| 3 | 77,590 | 13 | 73,427 |
| 4 | 77,163 | 14 | 73,023 |
| 5 | 76,739 | 15 | 72,621 |
| 6 | 76,317 | 16 | 72,222 |
| 7 | 75,897 | 17 | 71,825 |
| 8 | 75,480 | 18 | 71,430 |
| 9 | 75,064 | 19 | 71,037 |
| 10 | 74,652 | 20 | 70,646 |

The values set forth in the table above are estimates (and not guarantees), of approximately how many kWhs are expected to be generated annually by the Project.

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# EXHIBIT G

## INSURANCE REQUIREMENTS

1. General Liability

(a) Both Host and Provider will have a minimum level of commercial general liability insurance for the term of the Power Purchase Agreement of one million dollars ($1,000,000) for each occurrence, and two million dollars ($2,000,000) in the aggregate. Insurance coverage shall be at least as broad as the Insurance Services Office (ISO) Commercial General Liability Coverage "occurrence" form, with no coverage deletions.

(b) Both the Host and Provider general liability insurance coverage shall:

(i) Be endorsed to specify that the Provider's and Host's insurance is primary and that any insurance or self-insurance maintained by the Local Electric Utility shall not contribute with it.

2. Workers' Compensation

Host will have Workers' Compensation insurance indicating compliance with any applicable labor codes, acts, laws or statutes, state or federal, at the Site where the work is performed. Employers' Liability insurance shall not be less than $1,000,000 for injury or death each accident.

3. Property Loss

Provider shall carry adequate property loss insurance on the Project which need not be covered by the Host's property coverage. The amount and terms of insurance coverage will be determined at Provider's sole discretion.

4. Additional Insurance Provisions

Host shall furnish Provider with certificates of insurance and endorsements of all required insurance, as may be reasonably requested, including for purposes of compliance with any legal or regulatory authority or Local Electric Utility affecting the Premises or operation of the Project. Insurance required by the Local Electric Utility shall not be canceled except after (30) days prior written notice has been given to the Local Electric Utility.

5. Additional Installation Contractor Requirements

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Installation contractors will have valid commercial general liability, workers compensation, and business auto insurance as follows:

- Commercial general liability insurance will be in the following amounts: $1,000,000 for each occurrence and $2,000,000 aggregate.

- Workers compensation insurance or self-insurance indicating compliance with any applicable labor codes, laws or statutes, state or federal, where Installer performs work.

- Auto coverage not less than one million dollars ($1,000,000) each accident for bodily injury and property damage, and x million dollars ($1,000,000) in the aggregate.

- Excess liability insurance on an occurrence basis covering claims (on at least a following form basis) in excess of the underlying insurance for Commercial General Liability, Auto Liability and Employers' Liability with a minimum limit per occurrence of one million dollars ($1,000,000) and two million dollars ($2,000,000) in the aggregate. The amounts of insurance required for Commercial General Liability, Auto Liability, Employers' Liability and Excess Liability may be satisfied by Installer purchasing coverage in the amounts specified or by any combination of primary and excess insurance, so long as the total amount of insurance meets the requirements specified above.

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# LEASE AGREEMENT

This Lease Agreement (this "**Lease**") is entered into as of _____, 20__, (the "**Effective Date**") by and between City of Melrose ("**Host**"), and Solect Energy Development LLC ("**Provider**") a limited liability company located in Hopkinton, Massachusetts (together, the "**Parties**").

WHEREAS, Host is a member of PowerOptions, Inc. ("**PowerOptions**"), a nonprofit corporation organized under the laws of the Commonwealth of Massachusetts and the Internal Revenue Code that assists its members with procuring energy products and energy-related services for facilities they own and/or operate;

WHEREAS, Provider and PowerOptions have entered into an agreement governing the terms and conditions of Provider's participation in the PowerOptions Solar Programs;

WHEREAS, Host is the owner of the properties located and described in Exhibit A (the "**Site**" or the "**Property**") and desires to make a portion of the Site (said portion of the Site as more fully described in Exhibit B, the "**Premises**") available to Provider for the construction, operation and maintenance of a solar powered electric generating project (the "**Project"**); and

WHEREAS, Host and Provider have entered into a Power Purchase Agreement dated on or about the date hereof (as amended, modified and supplemented from time to time, the "**PPA**") describing the power sales arrangement between the Parties.

NOW, THEREFORE, in consideration of the promises, the covenants set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows.

**1. DEFINITIONS.** Certain capitalized terms used in this Lease not defined herein shall have the meanings set forth in the GLOSSARY OF TERMS attached to the PPA.

**2. TERM.**

The Term of the Lease shall begin as of the Effective Date and shall continue until 11:59 p.m. on the last day of the month in which the twentieth (20th) anniversary of the SMART Incentive Payment Effective Date occurs. Notwithstanding, in the event that the PPA is terminated prior to the otherwise applicable end of term, this Lease shall also terminate; provided, however, that in the event that the PPA terminates early pursuant to Section 20(c) of the PPA (due to Host Event of Default), and Host does not pay the Early Termination Amount to the Provider, and Provider desires to continue use of the Premises under this Lease, then the Term of this Lease shall continue until the end of the term as set forth above. This Lease may be extended in accordance with the provisions for an extension of the PPA (as more specifically set forth in Section 2 of the PPA). For greater clarity, the parties hereby confirm that Provider shall also have access rights as described in Section 3 hereof, for removal of the Project pursuant to Section 9 (Removal at End of Term) hereof.



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**3. LEASE RIGHTS.**

(a) Lease Access Specifications; Easement Rights. Host hereby grants Provider and its designees (including Installer) access to the Premises, for the Term and for so long as needed after termination to remove the Project pursuant to the applicable provisions herein, at reasonable times and upon reasonable notice (except in situations where there is imminent risk of damage to persons or property), for the purposes of designing, installing, inspecting, operating, maintaining, repairing, and removing the Project, and any other purpose set forth in this Lease (the "**Permitted Uses**"), and otherwise in accordance with the provisions of this Lease. The Premises are leased together with the following Access Rights with respect to the Site:

(i) Vehicular & Pedestrian Access. A non-exclusive easement for reasonable vehicular and pedestrian access across the Site to the Premises for the Permitted Uses. In exercising such access Provider shall reasonably attempt to minimize any disruption to activities occurring on the Site.

(ii) Utilities & Communication Cables. The right and easement to locate distribution utility and/or electrical lines, electrical equipment cables, and other related facilities, equipment and improvements across the Site. The location of any such lines and cables shall be subject to Host's approval and shall be at locations that minimize any disruption to Host's activities occurring on the Site. Access will also be provided for telephone and internet connections on the Premises for use by Provider in installing, operating and maintaining the Project.

(iii) Solar Easement. An easement to receive direct sunlight and solar energy, pursuant to which Host shall not construct new buildings or structures or install rooftop equipment, or plant new trees or vegetation of any type which now or hereafter, in Provider's reasonable opinion, may be a hazard to the Project, overshadow or otherwise block or interfere with sunlight access to the Project at all hours of the day. The solar easement granted herein includes rights of unobstructed sunlight, and in furtherance thereof, the Parties have included provisions regarding trimming of vegetation and removal of obstructions which could impair insolation of the Project.

(iv) Interconnection Easement. An exclusive right to construct, operate, maintain, reconstruct, relocate, remove, and/or repair the electric utility service infrastructure and associated wires, lines and poles and other infrastructure necessary and convenient to interconnect the Project to the Local Electric Utility electrical distribution system, across portions of the Property to be determined by the Local Electric Utility, subject to the consent of Host and Provider, such consent not to be unreasonably withheld, conditioned or delayed. Provider shall bear all costs associated with interconnection, including fees, permits, taxes and charges.

(b) Quiet Enjoyment of Premises. Host hereby leases the Premises to Provider and Provider leases the Premises from Host for the Permitted Uses for the Term. Provided that Provider remains in compliance with its obligations under this Lease, Provider shall lawfully and



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quietly have, hold, occupy and enjoy the Premises, use of the Easements and Access Rights, and any other rights granted by this Lease twenty-four hours a day, seven days a week, for the entire Term free of any claim of any person of superior title thereto without hindrance, interruption, suit, or interference of any kind by Host or any other person or entity claiming (whether at law or in equity) by, through, or under Host.

(c) Access to Premises. For the Term of this Lease, Host hereby grants to Provider the rights necessary for Provider to use and occupy portions of the Premises for the installation, operation, maintenance, repair, and removal of the Project pursuant to the terms of this Lease, including ingress and egress rights to the Premises for Provider and its employees, contractors and subcontractors and access to electrical panels and conduits to interconnect or disconnect the Project with the Premises' electrical wiring. Host hereby covenants that (i) Provider shall have access to the Premises and Project during the Term of this Lease and for so long as needed after termination to remove the Project pursuant to the applicable provisions herein, and (ii) Host shall not interfere or handle any Provider equipment or the Project without written authorization from Provider; provided, however, that Host shall at all times have access to and the right to observe the Installation Work or Project removal.

(d) No Interference. Host agrees not to conduct activities on, in or about the Property that have a reasonable likelihood of causing damage or impairment to, or otherwise adversely affecting, the Project. Host shall take reasonable steps to limit access to the Project to prevent theft, damage, vandalism and injury. Host and Provider agree to cooperate to determine if any commercially reasonable security measures are required at the Property. Provider shall have the right to provide and install such reasonable security measures, as Host and Provider deem in their reasonable discretion, are or may be necessary for the protection of the Project or to prevent injury or damage to persons or property, subject in all cases to Host's normal security procedures and Provider's Access Rights.

(e) Storage Space. Host shall provide temporary space at the Property for the storage and staging of tools, materials and equipment and for the parking of construction crew vehicles and temporary construction trailers and facilities reasonably necessary during the Installation Work, service events during the Term, or Project removal, and access for rigging and material handling. Provider shall be responsible for providing shelter and security for stored items during construction and installation.

(f) Recording. Provider may record a Notice of this Lease in substantially the same form attached hereto as Exhibit C in the land records regarding its Access Rights under this Lease.

**4. HAZARDOUS MATERIALS; SITE SECURITY; SITE CONDITIONS.**

(a) Hazardous Materials. Provider and Installer are not responsible for any Hazardous Materials encountered at the Site except to the extent introduced and negligently released by Provider or Installer. Upon encountering any Hazardous Materials, Provider and Installer will stop work in the affected area and duly notify Host and, if required by Applicable Law, any Governmental Authority with jurisdiction over the Site. Upon receiving notice of the presence of suspected Hazardous Materials at the Site, Host shall take all measures required by Applicable

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Law to address the Hazardous Materials discovered at the Site. Host may opt to remediate the Site so that the Project may be installed on the Site, or determine that it is not economically justifiable or is otherwise impractical to remediate the Site, in which case Host and Provider may agree upon a different location for the Project whereupon such replacement location shall be the Site for purposes of this Lease. Provider and Installer shall be obligated to resume work at the affected area(s) of the Site only after Host notifies Provider and Installer that Host has complied with all Applicable Laws, and causes to be delivered to Provider from an authorized Governmental Authority or a qualified independent expert a written certification that (i) remediation has been accomplished as required by Applicable Law and (ii) all necessary approvals have been obtained from any Governmental Authority having jurisdiction over the Project or the Site. Host shall reimburse Provider for all additional costs incurred by Provider or Installer in the installation of the Project resulting from the presence of and/or the remediation of Hazardous Materials, including demobilization and remobilization expenses. Notwithstanding the preceding provisions, Host is not responsible for any Hazardous Materials introduced to the Site by Provider or Installer and released as a result of the negligence of Provider or Installer, nor is Host required to remediate an affected area if such remediation is deemed to be economically unjustifiable or otherwise impractical.

(b) Site Security. Host will provide security for the Project to the extent of its normal security procedures, practices, and policies that apply to the Property. Host will advise Provider immediately upon observing any damage to the Project. Upon request by Provider, such as Provider receiving data indicating irregularities or interruptions in the operation of the Project, Host shall, as quickly as reasonably practicable, send a person to observe the condition of the Project and report back to Provider on such observations. Notwithstanding anything to the contrary, except in the case of gross negligence or willful action/inaction on the part of Host's security, Provider shall bring no claim against Host based upon performance of Host's security personnel.

(c) Host shall not be required to make any repairs or alterations in or to the Site, except as follows: Complete roof replacement that will be "Solar Ready" prior to Project installation.

(d) The Parties agree that Provider shall not be liable for any conditions on the Site arising from or related to acts or omissions occurring prior to the Effective Date, except to the extent arising from or related to Provider's negligence or willful misconduct or to the extent that such conditions on the Site are exacerbated by the Provider or Installer.

**5. CONSTRUCTION; OPERATION OF PERMITTED USES; ROOF.**

(a) Provider and its contractors, agents, consultants, and representatives shall have reasonable access at all reasonable times to the Site for the Permitted Uses, and to any documents, materials and records of Host relating to the Site that Provider reasonably requests in conjunction with these activities. Provider, and its contractors, agents, consultants and representatives shall comply with Host's reasonable safety and security and operational procedures (as may be promulgated from time to time), and Provider and its contractors, agents, consultants and representatives shall conduct such activities in such a manner and at such a time and day as to cause minimum interference with Host's activities at the Site.

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(b) Provider shall operate, maintain, and repair the Project in a manner that will not obstruct or interfere with Host's use of the Site or the rights of any other occupants of the Site, to the extent such rights are disclosed to Provider.

(c) For rooftop projects only:

(i) Provider shall install the Project in a manner that will not void the roof warranty, provided Host has provided such warranty, in writing

(ii) The Parties agree to the following with respect to repairs to the roof to be made prior to the commencement of construction: Host shall perform complete roof replacement that will be "Solar Ready" prior to Project installation.

(d) Host has provided to Provider Host's available records of the physical condition of the Premises which, to the best of Host's knowledge, are complete and correct. If it is discovered that the actual site conditions on part of, or on the entire Premises upon which all or part of the Project is to be installed, are materially different from the information provided by Host, then the Parties shall negotiate in good faith to adjust the rates payable by Host in order to compensate Provider for the cost of design and construction changes and delays incurred to adapt the Project to the unknown conditions and, if the parties cannot agree to a good faith rate adjustment after thirty (30) days, Provider shall have the right to terminate this Lease and the PPA.

(e) Except with the prior express written consent of Host, Provider shall not use the Premises for any use other than the Permitted Uses.

(f) During the course of construction and completion of the Project and any substantial alteration thereto, Provider shall maintain all plans, shop drawings, and specifications relating to such construction which Host, its agents or representatives may examine at reasonable times upon reasonable prior notice for the purpose of determining whether the work conforms to the PPA and this Lease.

(g) Host has been informed by Provider and acknowledges that the presence of and construction and operation of the Project and other activities related to the development, operation and decommissioning of the Project may potentially result in some nuisance to Host, such as visual impact. Host hereby accepts such nuisance and waives any right that Host may have to object to such nuisance and Host releases Provider from any claims Host may have with respect to any such nuisance, provided the Project as built is consistent with the site plan and specifications attached hereto, as amended from time to time, or otherwise approved by Host, which approval shall not be unreasonably withheld, conditioned or delayed.

(h) For rooftop projects only, Host shall, at its sole cost and expense, throughout the Term, maintain, repair and replace in a good and workmanlike manner as and when necessary, the building on which the Project is installed, including all building structural portions, and portions of the Property subject to Access Rights. Host shall perform all maintenance, repairs and replacements required under this subsection (h) (collectively, the "**Maintenance**") promptly after

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Host learns of the need for such Maintenance, but in any event within thirty (30) days after Provider gives written notice to Host of the need for such Maintenance, and shall coordinate any Maintenance with Provider if such Maintenance requires access to the Premises; provided, however, that in cases of emergency, Host shall perform Maintenance as soon as reasonably practicable after it learns of the need for such Maintenance. Host shall reimburse Provider for any damage to the Project caused by Host's Maintenance activities.

(i) Provider covenants and agrees to perform all work, including the construction, alteration (if permitted), repair and maintenance of the Project in a good and workmanlike manner and in such a way as to minimize noise, dust and interference with the operation, use and enjoyment of the Property by Host, or by other tenants, visitors or users of the Property.

(j) Provider shall, at Provider's expense, comply with all laws and regulations applicable to Provider's installation and operation of the Project at the Property, and shall be responsible for obtaining all permits or approvals required by any applicable authority in order to construct and operate the Project, and to comply, at all times during the term of this Lease, with all such permits and approvals.

(k) Provider covenants and agrees to keep the Project in good order, repair and condition throughout the Term, and to promptly and adequately repair all damage to the Premises and the Property caused by Provider or the Project. During the Term, any and all installation and construction work performed on the Property by Provider shall be conducted in a manner to comply with any requirements of any roof warranty delivered to Provider by Host (provided, however, in the event of a roof warranty that is not existing as of the Effective Date, Provider shall comply with such requirements to the extent that they do not interfere with Provider's use of the Project).

(l) Provider shall not bring into or install or keep on the Premises, any objects, including the Project, the weight of which, singularly or in the aggregate, would exceed the maximum load per square foot of the building and/or roof of the building and taking into account snow loads and all other equipment located on the roof, as required by local building code. Provider shall engage an engineer licensed and qualified where the Project is located to certify the same to Host before Provider shall install, affix or place any part of the Project upon the Premises, with a copy of such certification to be provided to the Host.

(m) The Provider shall not make any alterations, improvements and/or additions to the Site, except as shown on the plans approved by Host as of the Effective Date, without first obtaining, in each instance, the written consent of the Host, which consent shall not be unreasonably withheld, delayed or conditioned.

(n) Provider acknowledges and agrees that the Premises are being leased by Provider in their condition as of the delivery date, "As Is," without representation or warranty except for the express representations and warranties made by Host in this Lease and in the PPA, and Provider hereby waives any implied warranty that the Site is habitable or suitable for Provider's intended purposes or any other particular purpose. Provider acknowledges that Provider has inspected the Premises, and that by commencing construction of the Project, Provider will be deemed to have

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found the same satisfactory. Provider agrees that Host is under no obligation to perform any work or provide any materials to prepare the Premises for Provider, except as set forth in Section 4(c) of this Lease.

**6. RENT.** In lieu of monetary rent, the consideration for this Lease is the terms of the PPA.

**7. INTENTIONALLY OMITTED.**

**8. PERMITS, OWNERSHIP OF PROJECT, LIENS, MORTGAGES.**

(a) Permits. Provider shall pay for and obtain all approvals from governmental entities necessary for the construction and operation of the Project, including land use permits, building permits, demolition and waste disposal permits and approval. Host shall cooperate in good faith with Provider and shall execute any such applications promptly upon request by Provider, and shall not unreasonably oppose or interfere with Provider in such regard. Provider shall provide Host with copies of all permits obtained in the approval process of the Project.

In furtherance of the above, Host hereby authorizes Provider to file with such federal, state and local authorities as Provider deems appropriate, and in the name of Host, Provider or both, as Provider deems appropriate (i) one or more applications to obtain any zoning relief regarding the Property or portions thereof as may be necessary and/or desirable to develop, construct and operate the Project on the Premises; and (ii) one or more applications to obtain construction, use or occupancy permits for the Project or any portion thereof.

(b) Project Ownership. Provider or Financing Party shall be the legal and beneficial owner of the Project at all times. The Project is personal property and shall not attach to or be deemed a part of, or fixture to, the Site. The Project shall at all times retain the legal status of personal property as defined under Article 9 of the Uniform Commercial Code. Host covenants that it will place all persons having an interest in or lien upon the real property comprising the Premises, on notice of the ownership of the Project and the legal status or classification of the Project as personal property. Host and/or Provider shall make any necessary filings to disclaim the Project as a fixture of its respective Premises and Site in the appropriate Land Registry to place all interested parties on notice of the ownership of the Project by Provider.

(c) Liens. To the extent permitted by Applicable Law, each Party shall not directly or indirectly cause, create, incur, assume or suffer to exist any mortgage, pledge, lien, (including mechanics', labor or materialman's lien), charge, security interest, encumbrance or claim of any nature, including claims by governmental authorities for taxes (collectively referred to as "Liens" and each, individually, a "Lien") on or with respect to the interests of the other in the Site, the Premises, and the Project, and in the Access Rights granted hereunder. Provider shall, to the extent allowed under Applicable Law, have Installer execute lien waivers with respect to any mechanic's or materialman's lien against Host's interest in the Site. If permitted under Applicable Law, Host will post notices of non-responsibility to notify Installer and others that Host is not responsible for work performed on the Project. Each Party shall promptly notify the other of the imposition of a Lien on the property interests of the other Party, and shall promptly discharge such lien, provided however, that a Party may seek to contest the amount or validity of any Lien affecting the property

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of the other Party, provided it timely complies with all procedures for contesting such Lien, posts any bond or other security necessary under such procedures, and if such procedures do not require the posting of security, the Party establishes for the benefit of the other Party a deposit, letter of credit, or other security acceptable to the other Party to indemnify the other Party against any Loss which could reasonably be expected to arise if such Lien is not removed or discharged.

(d) Non Disturbance Agreements. Host shall pay for and obtain all consents required for it to enter into and perform its obligations under this Lease from its lenders, landlord, tenants, and any other persons with interests in the Site. If there is any mortgage, deed of trust, fixture filing or ground lease or similar encumbrance (a "**Mortgage**," and the holder thereof from time to time the "**Holder**") encumbering the Property, whether executed and delivered prior to or subsequent to the date of this Lease, Host shall, promptly upon request of Provider, use commercially reasonable efforts to cause the Holder of any such Mortgage to enter into a mutually agreeable nondisturbance agreement, which provides that (i) this Lease is subordinate to the Mortgage (unless the Holder shall elect otherwise); (ii) in the event that the Holder or any other party shall succeed to the interest of Host (such Holder or other party, a "Successor"), at the election of the Holder or Successor, Provider shall attorn to the Holder or Successor and this Lease shall continue in full force and effect between the Holder or Successor and Lessee; (iii) in the event of foreclosure of the Mortgage, so long as the Provider is not in default with the Lease after any applicable cure period, Holder agrees to recognize the rights of the Provider under this Lease, including Provider's Access Rights and the priority of Provider's (and/or Financing Party's rights ) in the Project; and (iv) Holder or Successor recognizes that the ownership of the Project remains in Provider and acknowledges that the Project is personal property of Provider. Such nondisturbance agreement shall be substantially in the form attached hereto as Exhibit D or in the form customarily used by Holder, and it shall be recorded, at Host's expense, in the appropriate Land Registry. If Host is the fee owner of the Premises, Host consents to the filing of a disclaimer of the Project as a fixture of the Premises in the Land Registry. If Host is not the fee owner, Host will obtain such consent from such owner of the Premises.

## 9. REMOVAL AT END OF TERM.

Subject to Host's exercise of its purchase option under Section 9(a) or 9(b) of the PPA, upon the expiration or earlier termination of the Lease, Provider shall, at Provider's expense, remove all of its tangible property comprising the Project from the Premises on a mutually convenient date but in no case later than one hundred eighty (180) days after the Expiration Date, which may be extended on a day to day basis if the circumstances warrant and are agreeable to the Parties. The Premises shall be returned to its original condition except for ordinary wear and tear. If the Project is to be located on a roof, then in no case shall Provider's removal of the Project affect the integrity of Host's roof, which shall be as leak proof as it was prior to installation of Project (other than ordinary wear and tear). For purposes of Provider's removal of the Project, Host's covenants pursuant to Section 3 (Lease Rights) and Section 16 (Representations and Warranties) shall remain in effect until the date of actual removal of the Project. Provider shall leave the Premises in neat and clean order. If Provider fails to remove or commence substantial efforts to remove the Project by such agreed upon date, Host shall have the right, at its option, to remove the Project to a public warehouse and restore the Premises to its original condition (other than ordinary wear and tear) at Provider's reasonable cost.



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**10. RELOCATION; CLOSURE OR SALE OF SITE.**

Sections 10(c) (Relocation) and 10(e) (Sale of Site) of the PPA are incorporated as if fully set forth herein, and any references to the PPA shall apply to the Lease as used therein.

**11. TAXES.**

Section 11 of the PPA is incorporated as if fully set forth herein, and any references to the PPA shall apply to the Lease.

**12. INSURANCE.**

Section 12 of the PPA is incorporated as if fully set forth herein, and any references to the PPA shall apply to the Lease as used therein.

**13. COOPERATION; SOLAR ACCESS; FUTURE IMPROVEMENTS; RIGHT TO INSPECT AND ENTER.**

(a) Cooperation. Section 13(a) of the PPA is incorporated as if fully set forth herein, and any references to the PPA shall apply to the Lease as used therein. Additionally, Host shall execute and deliver to Provider and/or the Local Electric Utility any agreements required by Local Electric Utility for the interconnection of the Project with the Local Electric Utility's distribution system.

(b) Host to Not Restrict Solar Access. Host, or any lessee, grantee, invitee or licensee of Host, shall not erect any structures on, or make other modifications to, or plantings on, or engage in any activities on, the Site which will interfere with the construction, operation or maintenance of, or solar access of, the Project. Further, Host shall maintain the Premises in a manner which allows for full unobstructed passage of sunlight to the Project, including removing or trimming vegetation or other objects causing shading of the Premises. Provided, however, for rooftop projects, Host may construct, reconstruct, modify, or alter the Premises so long as such activities do not interfere (including shading) with the operation of the Project. Host's failure to comply with its obligations in this section 13(b) shall be a material breach. Provided, however, Host shall have thirty (30) days to cure such breach.

(c) Provider's Right to Remove. The parties hereby acknowledge that Provider shall have the right (but shall not be obligated) to trim or remove, at Host's reasonable cost, any trees or other vegetation now or hereafter on the Site which now or hereafter in the reasonable opinion of Provider may overshadow or otherwise block or interfere with access of sunlight to the Project.

(d) Adjoining Properties. If Applicable Law and existing easements do not ensure that structures or plantings on adjoining property will not interfere with the solar access for the Project, then Host and Provider shall use commercially reasonable efforts to obtain from owners of adjoining properties any easements reasonably necessary to protect the solar access of the Project. Such easements shall run for the benefit of both Host and Provider. Provider shall pay for the



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expense of obtaining such easements, including payments to property owners and legal costs, but the rates payable by Host for electric energy from the Project shall be increased by an amount sufficient for Provider to fully amortize such costs, over a period equal to the lesser of (i) five years or (ii) the remaining term of this Lease without regard to Host's option to purchase the Project.

(e) Right to Inspect and Enter. Host and its agents, consultants, and representatives shall have reasonable access to the Premises at all reasonable times, subject to Provider's reasonable safety, security, and operational rules and, except for emergency situations, subject to Provider's consent which shall be obtained at least 5 business days prior and such consent not to be unreasonably withheld, conditioned or delayed, to inspect the Premises for the purpose of ascertaining its condition and to carry out such maintenance and repairs to Host's property and equipment as may be required; provided, however, that such access shall not interfere with Provider's performance of its obligations hereunder; and provided, further, that neither Host nor any of its agents, employees, consultants, contractors or representatives shall operate, touch or perform any repair or maintenance to the Project.

**14. PRESS RELEASES AND CONFIDENTIALITY.**

Section 14 of the PPA is incorporated as if fully set forth herein, and any references to the PPA shall apply to the Lease as used therein.

**15. INDEMNIFICATION.**

Section 15 of the PPA is incorporated as if fully set forth herein, and any references to the PPA shall apply to the Lease as used therein.

**16. REPRESENTATIONS AND WARRANTIES.**

Section 16 of the PPA is incorporated as if fully set forth herein, and any references to the PPA shall apply to the Lease as used therein.

**17. FORCE MAJEURE; CASUALTY.**

Section 17 of the PPA is incorporated as if fully set forth herein, and any references to the PPA shall apply to the Lease as used therein.

**18. INTENTIONALLY OMITTED.**

**19. PROVIDER DEFAULT AND HOST REMEDIES.**

(a) Section 19(a) (Provider Events of Default) of the PPA is incorporated as if fully set forth herein, and any references to the PPA shall apply to the Lease as used therein.

(b) Remedies. Upon the occurrence of a Provider Event of Default, Host may, at its option, terminate this Lease, and shall be entitled to exercise any and all rights and remedies available under this Lease, at law or in equity.



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**20. HOST DEFAULT AND PROVIDER REMEDIES.**

(a) Section 20(a) (Host Events of Default) of the PPA is incorporated as if fully set forth herein, and any references to the PPA shall apply to the Lease as used therein.

(b) Remedies. Upon the occurrence of a Host Event of Default, Provider may, at its option, terminate this Lease, and shall be entitled to exercise any and all rights and remedies available under this Lease, at law or in equity.

**21. COLLATERAL ASSIGNMENT, FINANCING PROVISIONS.**

Section 21 of the PPA is incorporated as if fully set forth herein, and any references to the PPA shall apply to the Lease as used therein.

**22. LIMITATIONS ON DAMAGES.**

Section 22 of the PPA is incorporated as if fully set forth herein, and any references to the PPA shall apply to the Lease as used therein.

**23. DISPUTE RESOLUTION.**

Section 23 of the PPA is incorporated as if fully set forth herein, and any references to the PPA shall apply to the Lease as used therein.

**24. NOTICES.**

Section 24 of the PPA is incorporated as if fully set forth herein, and any references to the PPA shall apply to the Lease as used therein.

**25. MISCELLANEOUS.**

Section 25 of the PPA is incorporated as if fully set forth herein, and any references to the PPA shall apply to the Lease as used therein.

(rest of page left blank intentionally – signatures appear on next page)

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IN WITNESS WHEREOF, intending to be legally bound hereby, Provider and Host have executed this Lease as of the date first set forth above.

**Solect Energy Development LLC, a Massachusetts limited liability company**

By: _____

Name (printed): _____

Title: _____

**HOST, City of Melrose**

By: _____

Name (printed): Paul Brodeur_____

Title: Mayor, City of Melrose_____

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EXHIBIT A to Lease Agreement

DESCRIPTION OF SITE

**Property Description:** The real property located at 40 DAMON AVE, Melrose, MA described below (the "Property").

For Landlord's title see Deed recorded with the Middlesex South Registry of Deeds/Land Records in Book 5321, Page 221, and in Book 6575, Page 390, and in Book 11349, Page 435.

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shown on Plan of Land in Melrose, Mass., belonging to City of Melrose and Clara M. Shepherdson, Frank Emerson, Engineer and Superintendent of Public Works, August 20, 1928, to be recorded herewith, together with all rights of the grantor in that part of said Ell Pond included between the extensions of the northerly and southerly boundary lines of the granted premises. WITNESS my hand and seal this day of January 25th, 1929. Clara M. Shepherdson (seal) COMMONWEALTH OF MASSACHUSETTS. Middlesex ss. January 25th, 1929. Then personally appeared the above named Clara M. Shepherdson and acknowledged the foregoing instrument to be her free act and deed, before me, George W. Rogers, Notary Public. (Notarial seal) My commission expires April 1st, 1932. - - - - - - - - - - - - - - - - -

Middlesex ss. Jan. 26, 1929. 11h. 4m. A.M. Rec'd & Recorded.

SEE PLAN NO. 72 OF 1929

CITY OF MELROSE. In Board of Aldermen, December 28, 1928. Offered by Alderman Mary L. Barrows. BE IT ORDERED WHEREAS, public necessity and convenience require that the parcel of land hereinafter described be taken for school purposes, and a proper appropriation therefor has been made; and WHEREAS all parties interested have been notified and a hearing had in accordance with the law; NOW, THEREFORE, the City of Melrose hereby takes in fee for school purposes the following parcel of land situated in said MELROSE and bounded and described as follows: Beginning at a point on the easterly line of Hesseltine Avenue, said point being a cedar stake eighty-eight and twenty-four one-hundredths (88.24) feet north from an angle in said Hesseltine Avenue; thence turning, including an angle of 106° 57', and running easterly over land of Ruggles six hundred and fifty-seven one-hundredths (600.57) feet to land of Watkins; thence easterly, including an angle of 159° 43' 30", by said land of Watkins sixty-three and twenty-eight one-hundredths(63.28) feet to land now or late of Cochrane; thence northerly by said land of Cochrane three hundred seventy-two and ninety-six one-hundredths(372.96) feet to a drill hole; thence turning, including an angle of 97° 56' 57" and running westerly by land now or late of said Cochrane four hundred eighty-five and sixty-two one-hundredths (485.62) feet to land of O'Connell; thence southerly by lands of O'Connell and of MacKeil one hundred ten (110) feet; thence westerly by land of said MacKeil one hundred (100) feet to said easterly line of Hesseltine Avenue; thence southerly along said easterly line of Hesseltine Avenue eighty-seven and twenty-four one-hundredths (87.24) feet to said stake, and point of beginning, containing one hundred twenty-eight thousand two hundred and twelve

CITY OF MELROSE TAKING

See plan opposite

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(128,212) square feet more or less. The above description is of a parcel of land situated east of Hesseltine Avenue, and is intended to conform with a plan of the same made by Frank Emerson, Engr. & Supt. Public Works of the City of Melrose, dated December 1, 1928, to be recorded herewith. No betterments are to be assessed in respect to this taking. No trees upon the said land nor any structures affixed thereto are included in this taking, and if there be any trees or structures upon said land, the owner thereof is hereby allowed ten days in which to remove the same. So far as known to this Board, Charles E. Ruggles is the owner of land hereby taken, and damages are hereby awarded to said owner in the sum of $8000.00. Passed Dec. 28, 1928. Alfred C. Malm, President of the Board of Aldermen. Dec. 28/1928. In Board of Aldermen. Ordained R. C. 9-0. Dec.31.'28. Victor C. Kirmes, Clerk. Order 18566-B. Approved. Albert M. Tibbetts, Mayor. - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - -

Middlesex ss. Jan. 26, 1929. 11h. 4m. A.M. Rec'd & Recorded. "Dec. 31,'28" interlined.

CITY OF MELROSE TAKING

CITY OF MELROSE. In Board of Aldermen, December 17th, 1928. Offered by Alderman Milano for the Highway Committee. BE IT ORDERED WHEREAS, public necessity and convenience requires that a public street or way should be laid out and constructed upon the parcel of land hereinafter described, and WHEREAS, all parties interested have been duly notified and a hearing had, in accordance with law, NOW, THEREFORE, the City of Melrose hereby takes for highway purposes the following parcel of land situated in said MELROSE and bounded and described as follows, to wit:- Beginning at a point on the easterly line of Wentworth Road, said point being sixteen (16) feet southerly from the dividing line of Lots 41 and 42 on a plan to be recorded herewith; thence north and easterly by a curve, radius one hundred nineteen and seven one-hundredths (119.07)feet, bearing to the right one hundred fifteen and eighty-nine one-hundredths (115.89) feet; thence easterly on a tangent to said curve one hundred twenty and nine one-hundredths (120.09) feet to the southerly line of Pine Street, as accepted; thence westerly on said southerly line of said Pine Street eighty-two and thirty-three one-hundredths (82.33) feet; thence northerly on the westerly end of said Pine Street, as accepted, thirty (30) feet to the northerly line of said Pine Street as accepted; thence westerly on the prolongation of said northerly line of Pine Street seventy-three and forty one-hundredths (73.40) feet to a curve; thence by said curve, radius eight and ninety-three one-hundredths (8.93) feet, bearing to the right eighteen and forty-six one-hundredths (18.46) feet

See plan opposite SEE PLAN NO. 73 OF 1929

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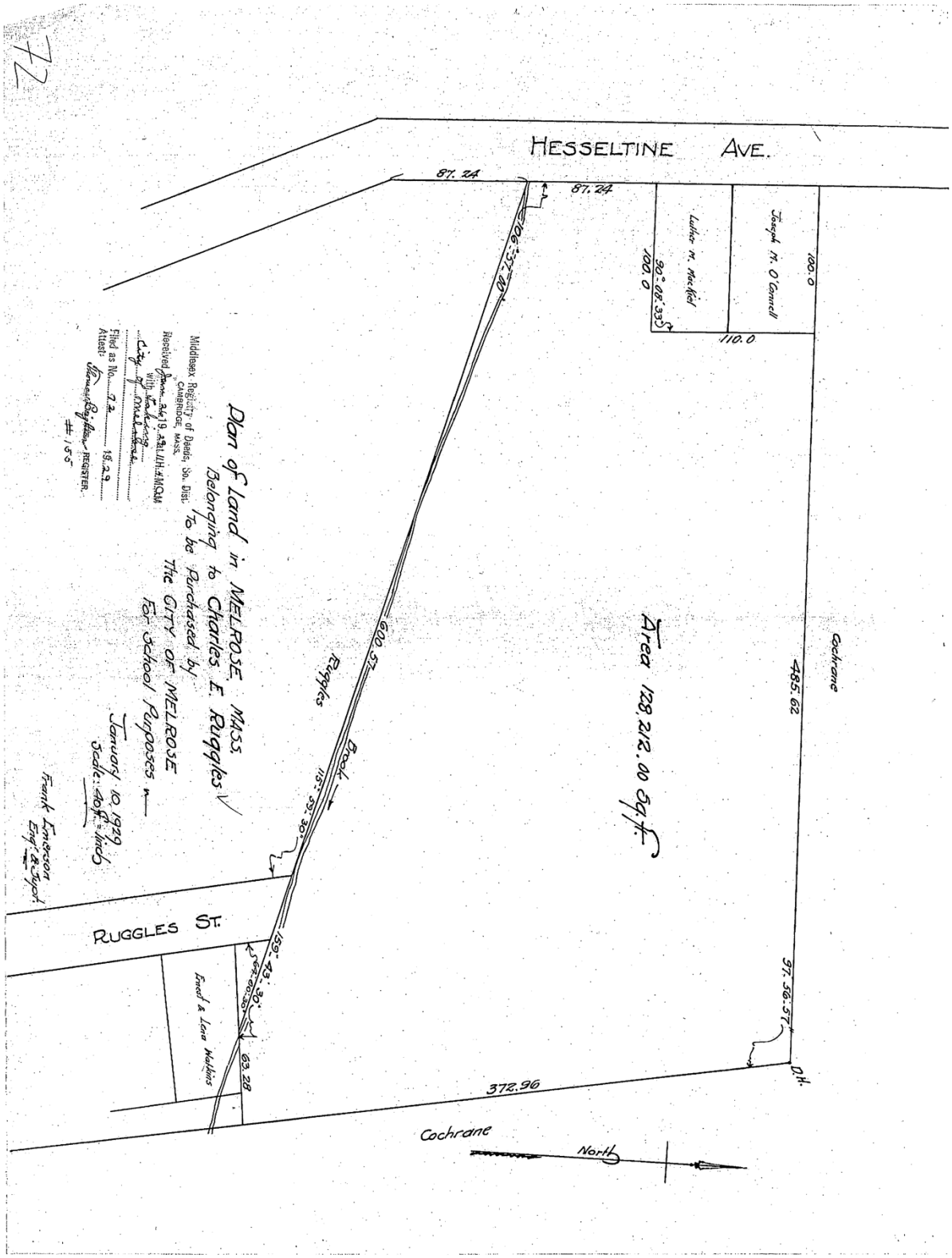


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the same becomes due notwithstanding any license or waiver of any prior breach of condition shall make the whole of the balance of said principal sum immediately due and payable at the option of the holder hereof. For any breach of the statutory condition or for any breach of any condition of this mortgage the Mortgagee shall have the statutory power of sale. In the event the ownership of the mortgaged premises, or any part thereof, becomes vested in a person other than the Mortgagor, the Mortgagee may, without notice to the Mortgagor, deal with such successor or successors in interest with reference to the mortgage and the debt hereby secured, in the same manner as with the Mortgagor, without in any way vitiating or discharging the Mortgagor's liability hereunder or upon the debt hereby secured. No sale of the premises hereby mortgaged and no forbearance on the part of the Mortgagee and no extension of the time for the payment of the debt hereby secured given by the Mortgagee shall operate to release, discharge, modify, change or affect the original liability of the Mortgagor herein, either in whole or part. Wherever the words Mortgagor and Mortgagee are used herein they shall include their several heirs, executors, administrators, successors, grantees and assigns subject to the limitations of law and of this instrument, and if the context requires, the words Mortgagor and Mortgagee and the pronouns referring to them shall be construed as plural, neuter or feminine. In case this loan is paid in full within one year from the date hereof, the Bank reserves the right to charge interest thereon for sixty days beyond the date of repayment. WITNESS my hand and seal this 27th day of January 1942 John L. Donovan . THE COMMONWEALTH OF MASSACHUSETTS Middlesex,ss. Arlington, January 27, 1942. Then personally appeared the above-named John L. Donovan and acknowledged the foregoing instrument to be his free act and deed, before me, John G. Brackett Justice of the Peace My commission expires October 5, 1945. - - - - - - - - - - - - - - - - - - - - - - - - -

Middlesex ss. Jan. 28, 1942. 8h. 30m. A.M. Rec'd & Recorded.

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CITY OF MELROSE — In Board of Aldermen — Jan. 19,1942

AN ORDER — Taking of land on Damon Avenue for School Purposes. (Hesseltine Avenue School Lot)

CITY OF MELROSE

TAKING

Offered by Alderman Chester M. Cummings WHEREAS, public necessity and convenience require that the parcel of land hereinafter described shall be taken for school purposes. NOW, THEREFORE, the Board of Aldermen of the City of Melrose, acting for, and in behalf of, the said city under the provisions of Chapter 79 of the General Laws of the Commonwealth of Massachusetts, and all acts in amendments thereof or additional thereto, and under every other power it hereto enabling, hereby takes in

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fee for school purposes a certain parcel of land, now or formerly owned by Clarence Cochrane et al, and bounded and described as follows: Beginning at a point on the westerly line of Damon Avenue, said point being the P. C. of a curve and being one hundred thirty-three and sixty-eight one-hundredths (133.68) feet northerly from the P. C. at Ruggles Street; thence by said curve, radius five hundred twenty-eight and eighty-six one-hundredths (528.86) feet, bearing northerly and to the left one hundred five and forty-three one-hundredths (105.43) feet to a point on the westerly line of said Damon Avenue; thence northerly by said westerly line of Damon Avenue ten and eighty-three one-hundredths (10.83) feet to land now or formerly of Dawson; thence westerly by said land of Dawson twelve and seventy-seven one-hundredths (12.77) feet to land of the City of Melrose; thence southerly by land of said City of Melrose one hundred seventeen and twenty-nine one-hundredths (117.29) feet to the P. C. of a curve and point of beginning. The above description is of a parcel of land of Damon Avenue, known as Lot (A) and shown on plan entitled, "Plan of Damon Avenue in Melrose, Mass., dated January 26, 1929, John F. Rand C.E.", and recorded in the Middlesex South Registry of Deeds, Book 6285 Page 382. All structures and trees upon said parcel of land are included in this taking. No betterments are to be assessed for this improvement. The question of damages sustained by the owner or owners of the land taken in accordance with the foregoing having been duly considered, it is hereby determined that no damages have, or will be, sustained by reason of said taking and, therefore, none are awarded.

Jan. 19, 1942
In Board of Aldermen
Ordained Roll Call
Yea 9 Nay 0
Raymond H. Greenlaw
Clerk

Passed Jan. 19, 1942
Herman A. Black
President of the Board of Aldermen

Jan. 21, 1942
Approved
Carl A. Raymond
Mayor

Copy of Order No. 5325

A true copy, attest: Raymond H. Greenlaw City Clerk. (Corporate seal)

Middlesex ss. Jan. 28, 1942. 9h. 27m. A.M. Rec'd & Recorded.

---

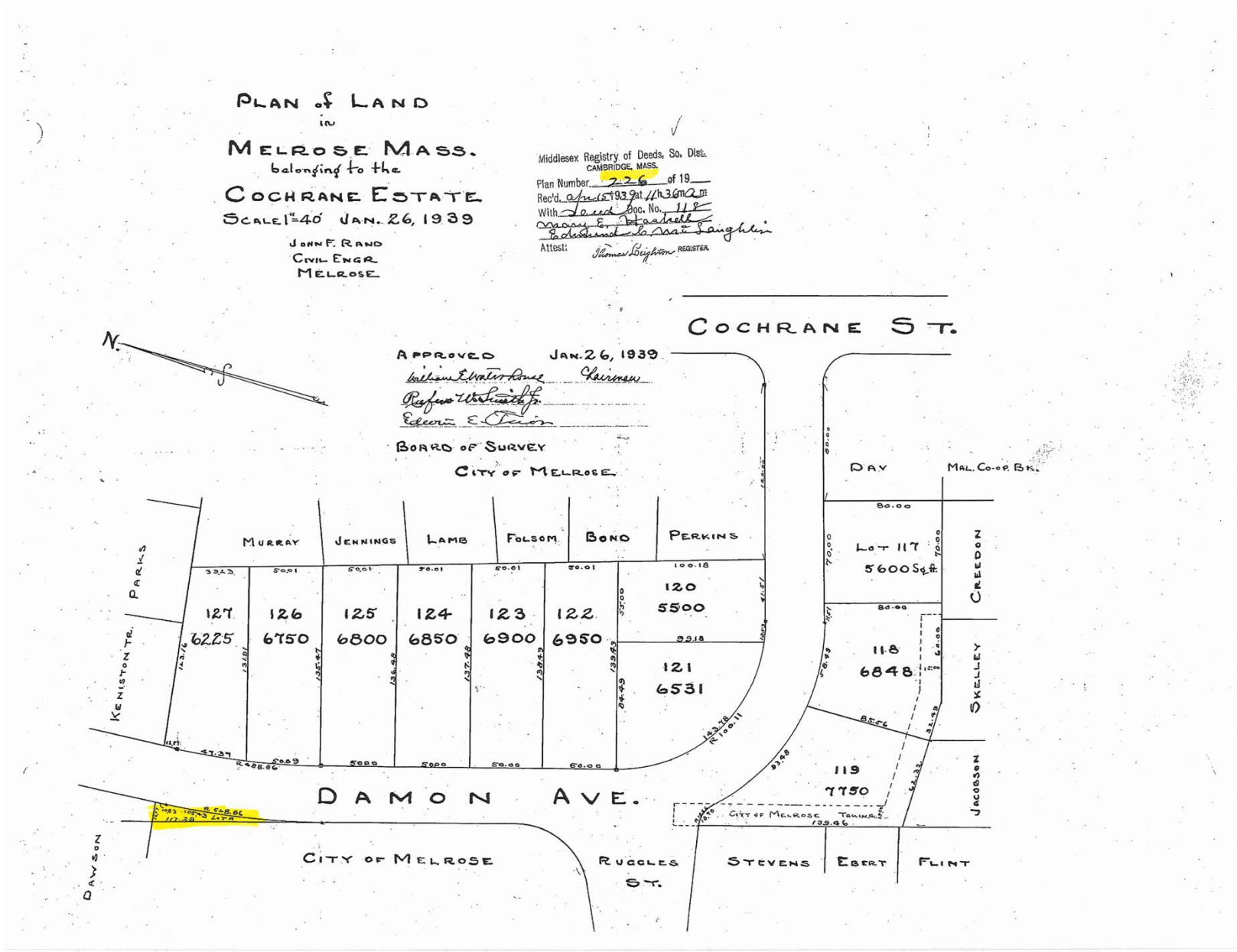
BROOKLINE FEDERAL SAVS. AND LOAN ASSN.

to

DEMMONS et ux

Brookline Federal Savings and Loan Association, formerly Coolidge Corner Co-operative Bank, a United States corporation doing business in Brookline, Norfolk County, Massachusetts, for consideration paid, grants to George Maynard Demmons of Newton, Middlesex County, Massachusetts, and Louise Kathryn Demmons, husband and wife, as tenants by the entirety, as follows, viz:- A certain lot or parcel of land with the buildings thereon situate on Austin Street in that part of said NEWTON, called Newtonville, shown as Lot #9 on a plan by E. S. Smillie, Surveyor,

Minutes Acceptance: Minutes of Feb 21, 2023 7:45 PM (Reading of the Minutes)


PLAN of LAND
in
MELROSE MASS.
belonging to the
COCHRANE ESTATE
SCALE 1"=40' JAN. 26, 1939
JOHN F. RAND
CIVIL ENGR
MELROSE
Middlesex Registry of Deeds, So. Dist.
CAMBRIDGE, MASS.
Plan Number 226 of 19
Rec'd. Apr 15 1939 at 11h 36m 2m
With Deed Doc. No. 118
Mary E. Haskell
Edmund C. McLaughlin
Attest: Thomas Leighton REGISTER
N.
APPROVED JAN. 26, 1939
William E. Waterhouse Chairman
Rufus W. Smith Jr.
Edwin E. Tuttle
BOARD OF SURVEY
CITY OF MELROSE
COCHRANE ST.
DAY
MAL. CO-OP. BK.
MURRAY
JENNINGS
LAMB
FOLSOM
BOND
PERKINS
PARKS
KENISTON TR.
127
6225
126
6750
125
6800
124
6850
123
6900
122
6950
120
5500
121
6531
LOT 117
5600 Sq. ft.
118
6848
119
7750
CREEDON
SKELLEY
JACOBSON
DAMON AVE.
CITY OF MELROSE TAKING
CITY OF MELROSE
RUGGLES ST.
STEVENS
EBERT
FLINT
DAWSON

Form A-2 5M 11-65

RW 13-60

BK 11349 PG 435

RM 30-67 AM 11:18 205R ** 13.60

# CITY OF MELROSE

*In Board of Aldermen* June 19, 1967

AN ORDER Taking premises numbered 23 Hesseltine Avenue, Lots $A^3$ and B, adjacent to Horace Mann School, for school purposes

*Offered by Alderman* V. Edward Perkins for the Committee on Education, Health and Public Welfare

The duly elected and qualified Board of Aldermen of the City of Melrose, in the County of Middlesex, having complied with all the preliminary requirements prescribed for the purpose hereinafter set forth, and having made an appropriation of money for the purpose; and, it being necessary and desirable to acquire said land for said purpose, adopts the following order of taking:-

BE IT ORDERED

that, in accordance with the provisions of Chapter 79 of the General Laws, as amended, there be, and there hereby is, taken, on behalf of said city for school purposes, a certain parcel of land, being the premises numbered 23 Hesseltine Avenue, adjacent to the Horace Mann School, owned now, or formerly, by Charles A. Kane, and more particularly bounded and described as follows:-

Lot $A^3$ - BK 131 PG 89

Beginning at a point on the easterly line of Hesseltine Avenue, said point being thirty-six and twelve one hundredths (36.12) feet from an angle in said street, and being on the dividing line between land of Andrew C. and Mary A. Williams and land of Charles A. Kane; thence easterly along land of Andrew C. and Mary A. Williams one hundred twenty-one and twenty-one one hundredths (121.21) feet to land of Leonore H. Simonds; thence northwesterly along land of Charles A. Kane one hundred sixty-two and eighty-six one hundredths (162.86) feet to land of Frank D. Rydant; thence westerly along land of said Frank D. Rydant forty-two and seventy one hundredths (42.70) feet to the easterly line of Hesseltine Avenue; thence southerly by said easterly line of Hesseltine Avenue one hundred and eight (108.00) feet to point of beginning and containing eleven thousand and eighty-eight (11,088) square feet and being Lot $A^3$ shown on Land Court Plan 4842 F, filed with Land Court, Certificate ~~525~~ in Book ~~131~~, Page ~~89~~ cancelled

" 60969 " 407 " 33

Lot B

Beginning at a point on the southerly dividing line of land belonging to Frank D. Rydant, said point being forty-two and seventy one hundredths (42.70) feet easterly from the easterly line of Hesseltine Avenue; thence easterly along said dividing line fifty-eight (58.00) feet to an angle; thence northerly by land of said Frank D. Rydant sixty (60.00) feet to land of Arnold C. and Barbara J. Wilson; thence easterly along land of said Arnold C. and Barbara J. Wilson fourteen and fifty one hundredths (14.50) feet to an angle; thence northerly along land of said Arnold C. and Barbara J. Wilson sixty (60.00) feet to land of City of Melrose; thence easterly along land of City of Melrose three hundred eighty-one and sixty-nine one hundredths (381.69) feet to the westerly line of Ruggles Street; thence southerly along said westerly line of Ruggles Street five (5.00) feet to land of Ellen E. Fogg; thence westerly by land of said Ellen E. Fogg

(continued)

SEE PLAN IN RECORD BOOK 747 11349 PAGE 435

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BK 11349 PG436



one hundred (100.00) feet to an angle; thence southerly along land of said Ellen E. Fogg and land of Dorothy L. Lightbown, land of Raymond F. and Lucie F. Risser and land of Max Solomon, one hundred and ninety (190.00) feet to land of Irving W. and Mildred N. Bray; thence westerly along land of said Irving W. and Mildred N. Bray forty-four (44.00) feet to land of Joseph S. and Mary Nutter; thence northerly along land of said Joseph S. and Mary Nutter forty (40.00) feet to an angle; thence westerly along land of said Joseph S. and Mary Nutter fifty and twenty-five one hundredths (50.25) feet to land of Leonore H. Simonds; thence northerly along land of said Leonore H. Simonds sixty-five (65.00) feet to an angle; thence westerly along land of said Leonore H. Simonds one hundred and two (102.00) feet to land of Charles A. Kane; thence northwesterly along land of said Charles A. Kane one hundred sixty-two and eighty-six one hundredths (162.86) feet to point of beginning and containing fifty-nine thousand and forty (59,040) plus or minus square feet.

The foregoing descriptions are of two parcels of land in the City of Melrose shown on plan of same entitled, "Plan of Land in Melrose, Mass., showing land to be taken for school purposes, dated March 8, 1967, George R. Winters, Engineer and Superintendent, Melrose Public Works Department", to be recorded herewith.

The description given in this order of taking conforms to the deed of the parcel taken and the plan to be recorded herewith is a true survey of said parcel.

All trees and structures in said parcel of land are included in this taking. Interest in said land is taken in fee simple thereof.

We estimate and determine the damages sustained by the said Charles A. Kane, or his successors, in his, or their, property by reason of said taking to be in the amount of twenty-five thousand three hundred forty-two dollars and fifteen cents ($25,342.15) said amount including the sum of three hundred forty-two dollars and fifteen cents ($342.15) estimated to be equal to that portion of the tax, which it is estimated will be assessed upon said parcel in the year 1967, apportioned pro rata according to the number of days in said year after such taking. It being understood that if said Charles A. Kane is not such owner and entitled to such damages, the said award to be made to the true owner or owners.

The owner, or owners, of said land, or of any interest therein may request an offer pursuant to Section 8 A of Chapter 79 of the General Laws, of settlement of all damages for such taking within six months from the date when the right to damages vests; and may petition the Superior Court to determine their damages within two years from the date of the recording of this order of taking.

June 19, 1967
In Board of Aldermen
Ordained Roll Call
Yea 9 Nay 2
Paul J. Barter
Clerk

Passed June 19, 1967
David H. Schmidt, Jr.
President of the Board of Aldermen

Approved June 21, 1967
Paul S. Vaitses, Jr.
Mayor

Copy of Order No, 15822-A

A true copy
Attest:

Paul J. Barter, City Clerk

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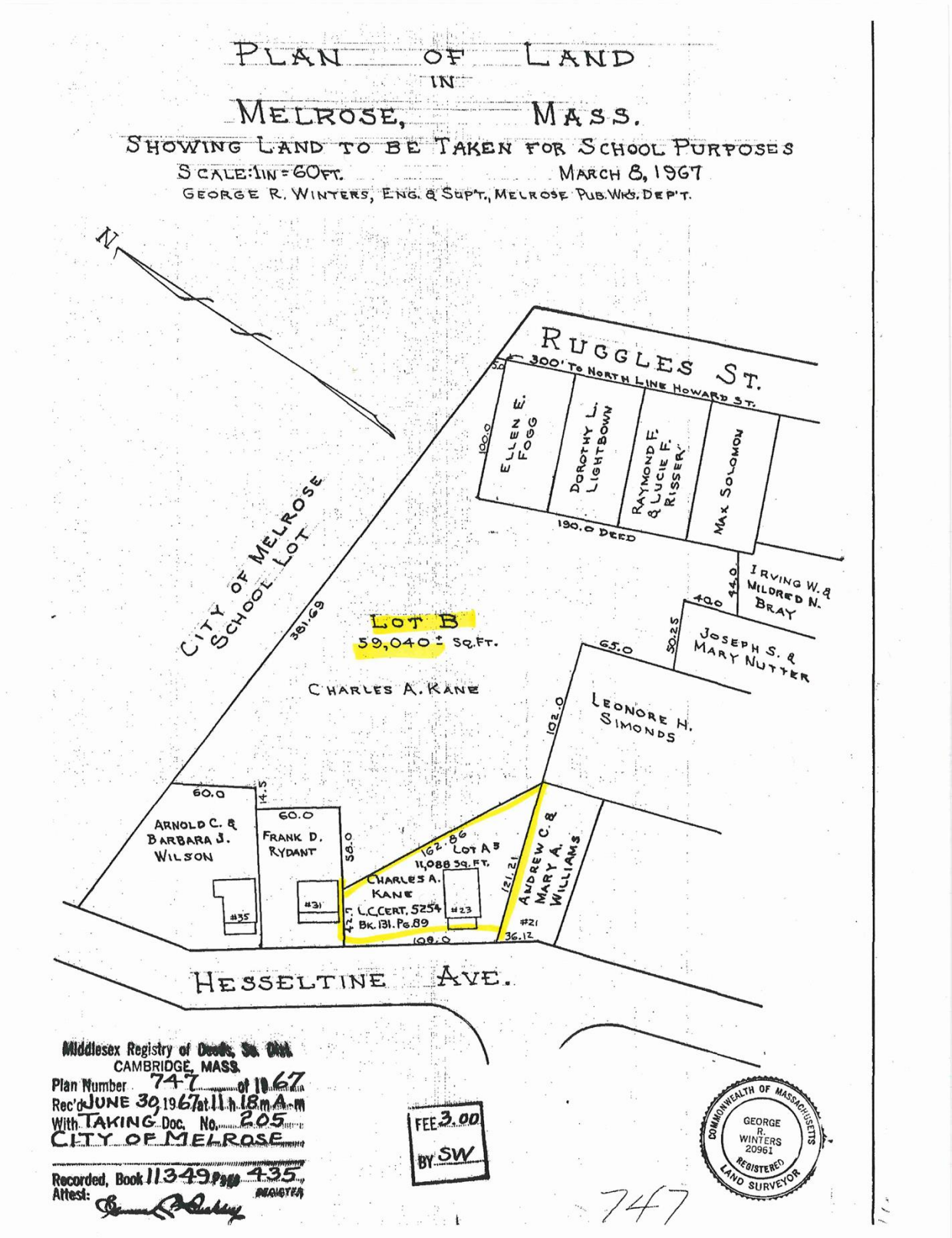


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EXHIBIT B to Lease Agreement

DESCRIPTION OF PREMISES

The Premises includes locations where solar equipment will be installed and accessed for construction, operation, maintenance and decommissioning as depicted on the Site Plan below (as it or the Project may be modified pursuant to the Lease).

The Premises is benefitted by the Access Rights and Easements set forth in Section 3 of the Lease including rights to combine and connect the Project to Host's existing main electric equipment and rights to interconnect the Project to the utility network.

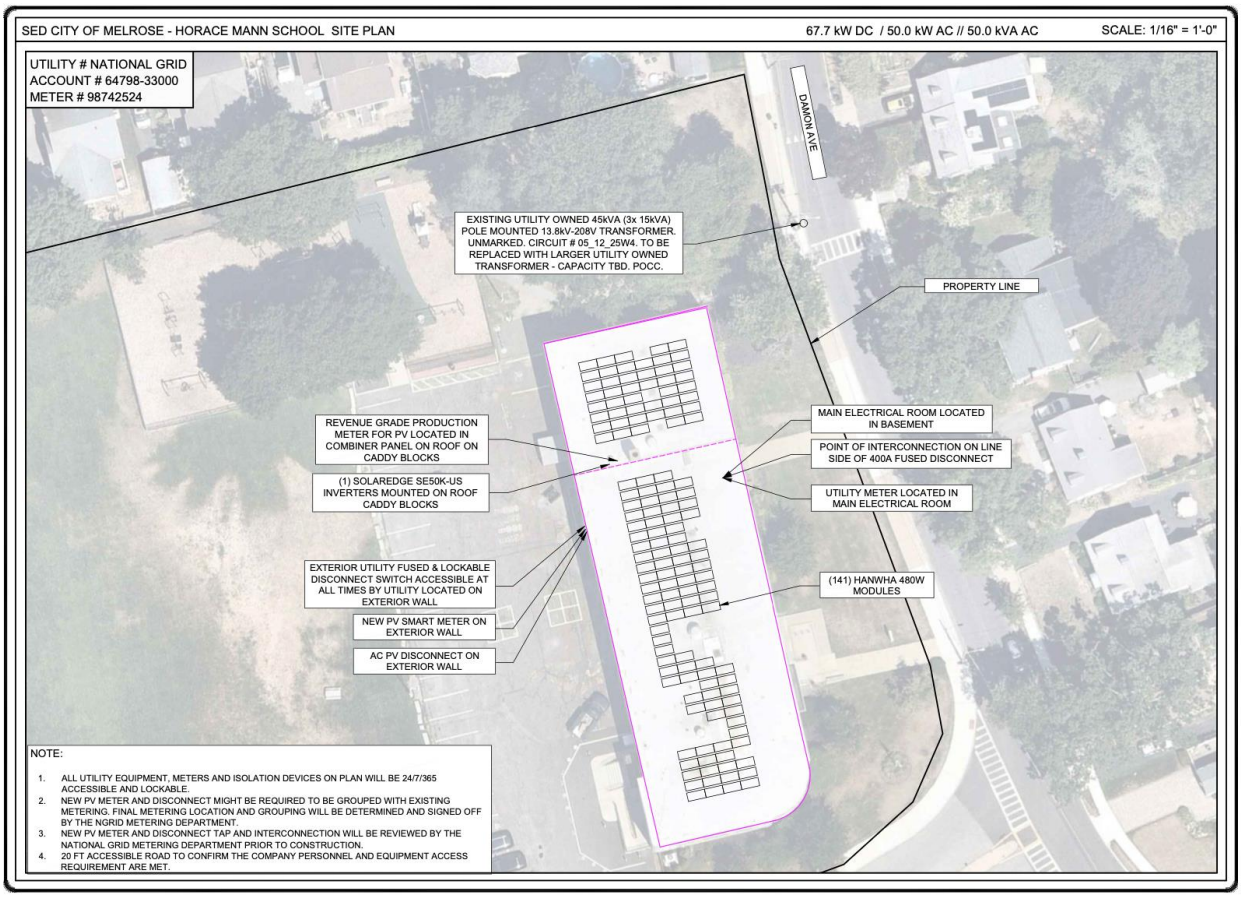


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EXHIBIT C to Lease Agreement
Form of Notice of Lease
*[On following Page]*

Minutes Acceptance: Minutes of Feb 21, 2023 7:45 PM (Reading of the Minutes)

Record and return to:
Solect Energy Development LLC
89 Hayden Rowe Street
Hopkinton, MA 01748
Attn: Legal Notices

[insert address]

## NOTICE OF LEASE

In accordance with the provisions of Massachusetts General Laws, Chapter 183, section 4, as amended, notice is hereby given of the following described lease and easements:

**Parties to the [insert name of lease agreement] (the "Lease"):**

**Host/Landlord:**

**Provider/Tenant:** Solect Energy Development LLC
89 Hayden Rowe Street
Hopkinton, MA 01748
(and its successors and/or assigns)

**Property Description:** The real property located at [Street], [Town, State Zip] described on the attached Exhibit A (the "Property"). For Landlord's title see Deed recorded with the [__Insert County___] [Registry of Deeds/Land Records] in [Book _____, Page _____] [Certificate of Title No_____].

**Description of Leased Premises**: A portion of the Property as described on the attached Exhibit B where solar equipment will be installed and accessed for the term of the agreement, including the roofs, exterior and interior walls, through to the main electric room, and exterior areas of the Property. (the "Lease Area")

**Date of Execution of the Lease:** _____ (the "Effective Date").

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**Term of Lease**:

The Term of the Lease includes a Development Period, Operations Period and Decommissioning Period. The Lease shall commence on the Effective Date and, unless terminated earlier pursuant to the provisions of the Lease, the Operations Period shall continue until 11:59 p.m. on the last day of the calendar month in which the twentieth (20th) anniversary of the Commercial Operation Date, as defined in the Lease, unless the Tenant exercises the Options to Extend, in which case the Term of Lease shall include the Development Period, the Operations Period, the [Extension Terms] and the Decommissioning Period.

**Options to Extend:**

Tenant shall have the right to extend the Term of the Lease for [_____] year terms.

**Decommissioning Period**

Tenant shall remove the System within 180 days of the termination of the Lease, (provided that if such 180 day term ends within the months of December, January, February, March, or April, the Decommissioning Period shall extend to July 31) whereupon the Lease shall expire and shall be of no further force and effect

**Easements**.

(a) Under the Lease, Landlord granted the easements (the "Easements") to Tenant described in Exhibit C across and burdening the Property.

(b) Landlord's grant of Easements in the Lease shall commence on the Effective Date and end upon termination of the Decommissioning Period.

**Ownership of the Facility.**

Landlord shall have no right, title or interest in the solar energy facility (as defined in the Lease) ("Project") or any component thereof and Tenant shall be the exclusive owner thereof.

**Miscellaneous**

1. This Notice of Lease may be executed in multiple counterparts, each of which shall be deemed an original and all of which, together, shall constitute one and the same instrument.

2. This Notice of Lease does not describe or refer to all of the terms or conditions contained in the actual Lease and nothing contained herein shall serve to modify or amend the terms of the



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actual Lease. In the event of any inconsistency between the provisions of the Lease and the provisions of this Notice, the provisions of the Lease shall control.

3. Any capitalized term not defined herein shall have the definition ascribed to it in the Lease.

EXECUTED as a sealed instrument on as of _____ __, 202_.

**LANDLORD:**
[insert name of Landlord]

By: _____XXXXX_____
Name and Title:

COMMONWEALTH OF MASSACHUSETTS

_____ County

On this _____ day of _____, 202_, before me, the undersigned Notary Public, personally appeared the above-named _____, the _____ of _____ proved to me by satisfactory evidence of identification, being (check whichever applies): □ driver's license or other state or federal governmental document bearing a photographic image, □ oath or affirmation of a credible witness known to me who knows the above signatory, or □ my own personal knowledge of the identity of the signatory, to be the person whose name is signed above, and acknowledged the foregoing to be signed by him voluntarily for its stated purpose on behalf of _____.

_____XXXXX_____
Notary Public
My Commission Expires:

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**TENANT:**
Solect Energy Development LLC

By: _____
James R. Dumas, CFO, an Authorized Signatory

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss

On this _____ date of _____, 2020, before me, the undersigned notary public, personally appeared James R. Dumas, CFO of Solect Energy Development LLC, and an Authorized Signatory, personally known to me 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 as CFO of Solect Energy Development LLC, a Massachusetts limited liability company and the voluntary act of the company.

_____XXXXX_____
Notary Public
My Commission Expires:

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**EXHIBIT A**

**PROPERTY DESCRIPTION**

**Property Address: [insert property address]**

**[insert legal description plus deed reference, book and page or Certificate of Title]**

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## EXHIBIT B

## LEASE AND EASEMENT AREA DESCRIPTION

The Lease and Easement Area shall mean the areas of the Property delineated in the Site Plan below.

[insert site plan]

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# EXHIBIT C

## EASEMENTS [update with Easements/Access Rights per lease and PPA]

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EXHIBIT D to Lease Agreement

FORM OF SNDA

SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT

THIS AGREEMENT (this "Agreement") is made as of this _____ day of _____, 20__, by and among _____, a duly organized banking association, with a principal office at _____("Lender"), _____("Landlord"), and Solect Energy Development LLC, ("Tenant").

W I T N E S S E T H

WHEREAS, Tenant and Landlord have entered into a Lease Agreement dated _____, 20__, (the "Lease") covering the premises located at _____ (the "Premises"), notice of which is recorded with [Name of Registry] (the "Registry") in Book _____, Page _____, (being the property more particularly described in Exhibit A attached hereto and incorporated herein) pursuant to which Tenant has installed or will install on the Premises a photovoltaic facility for the generation of electricity from solar energy (the "Solar Facility"); and

WHEREAS, Lender is the mortgagee pursuant to a [Mortgage and Security Agreement dated _____] (the "Mortgage") and a [Conditional Assignment of Rents and Leases dated _____] (the "Assignment") encumbering, the Premises which are both recorded with the _____ Registry in Book _____page _____ and Book _____ page _____ respectively; and

WHEREAS, Lender, Tenant, and Landlord wish to set forth respective rights of each party;

NOW, THEREFORE, in consideration of the mutual covenants hereinafter contained and other valuable consideration, the parties hereto covenant and agree as follows:

1. The Lease and any extensions, renewals, replacements or modifications thereof, and all of the right, title and interest of Tenant thereunder in and to the Premises are and shall be subject and subordinate to the Mortgage and to all of the terms and conditions contained therein, and to any advances, renewals, modifications, replacements, consolidations, amendments and extensions thereof.

2. Lender consents to the Lease and in the event Lender comes into possession of or acquires title to the Premises as a result of the foreclosure, or other enforcement of the Mortgage, or as a result of any other means, Lender agrees that Lender will recognize Tenant and will not disturb Tenant or Tenant's financing parties in their possession of the Premises or their rights in the Lease for any reason other than one which would entitle Landlord to terminate the Lease under its terms or would cause, without any further action by Landlord, the termination of the



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Lease, and the Lease will continue in full force and effect as a direct agreement between Lender and Tenant.

3. The Solar Facility shall not be, or be deemed to be, a part of or an accession or addition to or a fixture on the Premises even though the Solar Facility is installed on the Premises; nor shall the Solar Facility be moved from the Premises by the Lender unless Tenant's prior written consent to such move has been obtained.

4. Lender waives any and all right, title and interest in the Solar Facility and shall not acquire any such right title or interest by virtue of the installation of the Solar Facility on the Premises. The undersigned Lender further waives any right to seize, or to claim any interest, whatsoever in the Solar Facility on account of any claim or right the undersigned may have against any person, including, without limitation, any claim or right the undersigned may have or assert against the Landlord, by foreclosure or otherwise.

5. Tenant may at any time, at its option, enter upon the Premises and inspect, maintain, remove or repair the Solar Facility to the extent provided in the Lease.

6. When sending to Landlord any notice of impending or actual foreclosure of the Premises, the undersigned Lender shall concurrently provide Tenant a copy of the same.

7. Tenant agrees with Lender that if the interests of Landlord in the Premises shall be transferred to and owned by Lender by reason of foreclosure or other proceedings brought by it, or any other manner, or shall be conveyed thereafter by Lender or shall be conveyed pursuant to a foreclosure sale of the Premises, Tenant shall be bound to Lender under all of the terms, covenants and conditions of the Lease for the balance of the time thereof remaining and any extensions or renewals thereof which may be effected in accordance with any option therefor in the Lease, with the same force and effect as if Lender were the landlord under the Lease and Tenant does hereby attorn to Lender as its landlord, said attornment to be effective and self-operative without the execution of any further instruments on the part of any of the parties hereto immediately upon Lender succeeding to the interest of Landlord in the Premises. Notwithstanding the foregoing, Lender shall not be: (i) liable for any act or omission of Landlord, or for any fact, circumstance or condition existing or arising prior to Lender's succession in interest to Landlord unless such fact, circumstance or condition shall continue after such succession; or (ii) subject to any offsets, claims or defenses which Tenant might have against Landlord, except as set forth in the Lease.

8. This Agreement shall bind and inure to the benefit of the parties hereto, their successors and assigns. As used herein the term "Tenant" shall include Tenant, its successors and assigns; the words "foreclosure" and "foreclosure sale" as used herein shall be deemed to include the acquisition of Landlord's estate in the Premises by voluntary deed (or assignment) in lieu of foreclosure; and the word "Lender" shall include the Lender herein specifically named and any of its successors, participants and assigns, including anyone who shall have succeeded to Landlord's interest in the Premises by, or through, Lender foreclosure of the Mortgage.

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9. All notices, consents and other communications pursuant to the provisions of this Agreement shall be in writing and shall be sent by registered or certified mail, return receipt requested, or by a reputable commercial overnight carrier that provides a receipt, or by facsimile with confirmation of transmission, and shall be deemed given when postmarked and addressed as follows:

If to Lender:

If to Tenant: Solect Energy Development LLC
89 Hayden Rowe Street
Hopkinton, MA 01748
Attn: Legal Notices

If to Landlord:

or to such other address as shall from time to time have been designated by written notice by such party to the other parties as herein provided.

10. This Agreement may not be modified orally or in any manner other than by agreement, in writing, signed by the parties hereto. This Agreement may be executed in counterparts, each of which shall be deemed an original, and such counterparts taken together shall constitute but one agreement. This Agreement shall be governed by the laws of the state or commonwealth where the Premises are located.

[This Page Ends Here – Signature Page to SNDA Follows]

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IN WITNESS WHEREOF, the parties hereto have placed their hands and seals the day and year first written above.

TENANT:
SOLECT ENERGY DEVELOPMENT LLC

By:_____XXXXX_____
Printed Name:
Title:

LANDLORD:

By:_____XXXXX_____
Printed Name:
Title:

LENDER:

By:_____XXXXX_____
Printed Name:
Title:

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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*

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*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 disorder[3]. 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 toolkits[4]. 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.

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[1] CBD: What You Need to Know (cdc.gov)

[2] Cannabidiol (CBD): What we know and what we don't - Harvard Health

[3] Mental Health - The Health Effects of Cannabis and Cannabinoids - NCBI Bookshelf (nih.gov)

[4] Cannabis Awareness & Prevention Toolkit | Cannabis Awareness and Prevention Toolkit | Stanford Medicine



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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) data[5] 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 p[7]. 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.

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[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



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- 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<br>$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 |

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| | | |
|---|---|---|
| Advertising | $1,500 | Advertising |
| **TOTAL** | **$150,202** | |

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DEPARTMENT OF PUBLIC WORKS
*Administration & Engineering–Water–Sewer–Facilities*
*Park & Forestry–Highway–Sanitation–Cemetery–Fleet*

# CITY OF MELROSE

**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

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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.

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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:** 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

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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 | $ - |

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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.

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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

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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.*

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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 participate 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).

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TuftsMedicine
MelroseWakefield Hospital

Shields
HEALTH CARE GROUP

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

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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

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**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.

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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.****

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# Western Surety Company

## RIDER

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, Vice President

Form F5147-11-2019

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# 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

WESTERN SURETY COMPANY CORPORATE SEAL SOUTH DAKOTA

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.

M. BENT NOTARY PUBLIC SOUTH DAKOTA SEAL SEAL

M. Bent

Notary Public

My Commission Expires March 2, 2026

**To validate bond authenticity, go to www.cnasurety.com > Owner/Obligee Services > Validate Bond Coverage.**

Form F1975-11-2020

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**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

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### § 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.

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*James P. Mitchell*
*Attorney at Law*

*20 West Emerson Street*
*Melrose, Massachusetts 02176*

*Telephone: (781) 662-9195*
*Fax: (781) 662-4428*
*Email: jpmitchell@masslaw.net*

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

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Return to:

Property: **Lot 10** & Lots 5,6 on Plan 429 of 2021, & Patricik's Place HOA, 0 Swains Pond Ave, Melrose, MA 02176

**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,

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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 GRANTEES 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;

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**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.

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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

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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**

Minutes Acceptance: Minutes of Feb 21, 2023 7:45 PM (Reading of the Minutes)

EXECUTED under seal this 13th day of JUNE, 2022.

0 SWAINS POND AVENUE
REALTY TRUST,
By: (duly authorized)

Laura L. Szekely, trustee
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.

Robin L. Allen
Notary Public Seal:
My Commission Expires: 6/24/2027

Minutes Acceptance: Minutes of Feb 21, 2023 7:45 PM (Reading of the Minutes)

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:

Minutes Acceptance: Minutes of Feb 21, 2023 7:45 PM (Reading of the Minutes)

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

Minutes Acceptance: Minutes of Feb 21, 2023 7:45 PM (Reading of the Minutes)

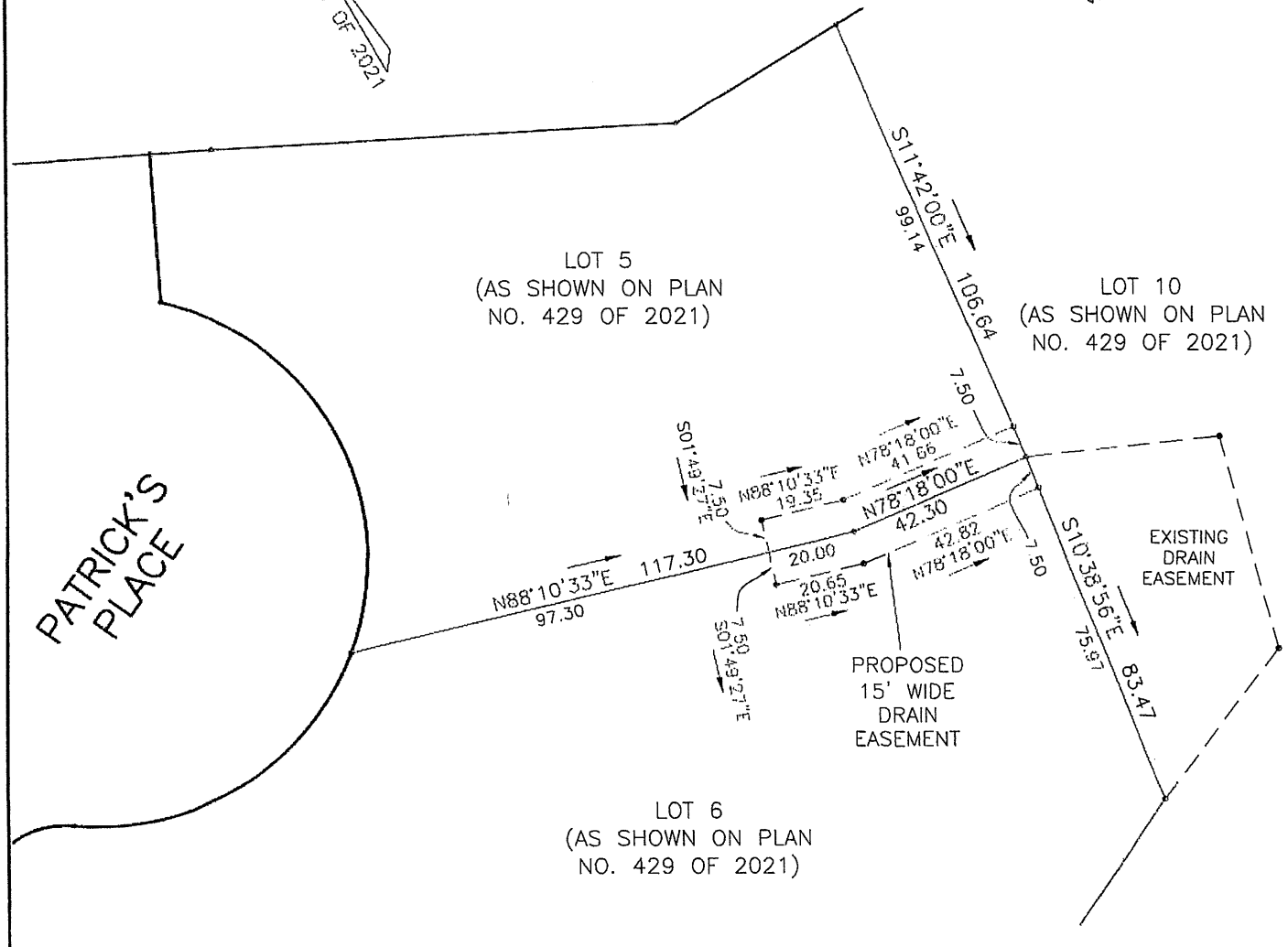
# SKETCH PLAN
# IN
# MELROSE, MA

SCALE: 1" = 40'  0' 20' 40' 80'  DATE: MARCH 31, 2022

SHOWING PROPOSED 15' WIDE DRAIN EASEMENT – LOTS 5&6

WILLIAMS & SPARAGES
ENGINEERS | PLANNERS | SURVEYORS
189 NORTH MAIN STREET
SUITE 101
MIDDLETON, MA 01949
PHONE: (978) 539-8088
FAX: (978) 539-8200
WSENGINEERS.COM

COMMONWEALTH OF MASSACHUSETTS
JOHN J. O'ROURKE III
No. 49904
PROFESSIONAL LAND SURVEYOR
(5-23-2022)




Minutes Acceptance: Minutes of Feb 21, 2023 7:45 PM (Reading of the Minutes)

P:\MELR-0029 (Hillside Park)\Drawings\SK_drainesmt-lot5and6.dwg, JOR

Return to:

# 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:

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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.

Minutes Acceptance: Minutes of Feb 21, 2023 7:45 PM (Reading of the Minutes)

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.

ROBIN L. ALLEN
MY COMMISSION EXPIRES JUNE 24, 2027
NOTARY PUBLIC
COMMONWEALTH OF MASSACHUSETTS

Notary Public Seal:
My Commission Expires: 6/24/2027

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Return to:

# 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.

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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

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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.

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(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**

Minutes Acceptance: Minutes of Feb 21, 2023 7:45 PM (Reading of the Minutes)

EXECUTED under seal this 13th day of JUNE, 2022.

0 SWAINS POND AVENUE
REALTY TRUST,
By: (duly authorized)

Laura L. Szekely, Trustee
LAURA SZEKELY, TRUSTEE

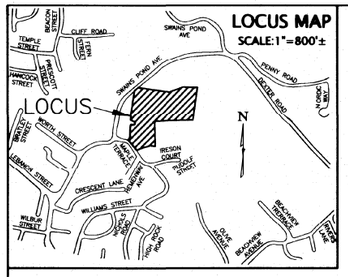
COMMONWEALTH OF MASSACHUSETTS )
)
COUNTY OF MIDDLESEX )

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.

ROBIN L. ALLEN
MY COMMISSION EXPIRES JUNE 24, 2027
NOTARY PUBLIC
COMMONWEALTH OF MASSACHUSETTS

Robin L. Allen
Notary Public Seal:
My Commission Expires: 6/24/2027

Minutes Acceptance: Minutes of Feb 21, 2023 7:45 PM (Reading of the Minutes)




I CERTIFY THAT I HAVE CONFORMED WITH THE RULES AND REGULATIONS OF THE REGISTERS OF DEEDS IN PREPARING THIS PLAN.

WILLIAMS & SPARAGES LLC

CLERKS 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.

CITY CLERK

MELROSE PLANNING BOARD

DATE: June 8, 2020

Erin Collins, City Engineer

LOT 1 32,893 S.F.
LOT 2 15,689 S.F.
LOT 3 17,715 S.F.
LOT 4 18,387 S.F.
LOT 5 16,437 S.F.
LOT 6 20,794 S.F.
LOT 7 23,632 S.F.
LOT 8 19,822 S.F.
LOT 9 28,257 S.F.
LOT 10 90,573 S.F. (LAND TO BE CONVEYED TO THE CITY OF MELROSE)
LOT A 40,689 S.F.
LOT B 4,969 S.F.

SWANS POND AVENUE (40' WIDE PUBLIC)
PATRICK'S PLACE
MAPLE TERRACE (PRIVATE - VARIABLE WIDTH)
HILLSIDE PARK (40' WIDE PRIVATE)
LC PLAN 3986B
EASEMENT AREA=2,610 S.F.
PROPOSED OPEN SPACE EASEMENT AREA=18,851 S.F.

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

1. SECTION V.A.1.f WHICH REQUIRES CENTER LINE RADII OF CURVED STREETS NOT TO BE LESS THAN ONE HUNDRED (100) FEET, AND IN PLACE THEREOF, PERMIT CENTER LINE RADII OF NINETY (90) FEET AND NINETY FIVE (95) FEET ALONG PORTIONS OF PATRICK'S PLACE.
2. 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.
3. 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.
4. 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.
5. 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.
6. 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.
7. SECTION VI.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.
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.

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

⊡ – DENOTES A GRANITE STONE BOUND WITH A DRILL HOLE TO BE SET.

COMMONWEALTH OF MASSACHUSETTS JOHN J. O'ROURKE III No. 49904 REGISTERED LAND SURVEYOR (7-23-2020)

| 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:
0 SWAINS POND AVENUE
REALTY TRUST
142 HAGGETT'S POND ROAD
ANDOVER, MA 01810

PROJECT LOCUS:
0 SWAINS POND AVENUE
MELROSE, MA 02176
ASSESSORS ID:
PARCEL 1: G3–0–36
PARCEL 2: G3–0–36A

WILLIAMS & SPARAGES
ENGINEERS • PLANNERS • SURVEYORS
189 NORTH MAIN STREET
SUITE 101
MIDDLETON, MA 01949
PHONE: (978) 539-8088
FAX: (978) 539-8200
WSENGINEERS.COM

0' 20' 40' 80'
SCALE: 1"=40'
DECEMBER 4, 2019

PLAN SHEET 1 OF 1
SHEET 1 OF 13

P:\MELR-0003 (Hillside Park)\Drawings\Definitive_Mxd.dwg, D, jwhite

Minutes Acceptance: Minutes of Feb 21, 2023 7:45 PM (Reading of the Minutes)

RECEIVED
By Melrose City Clerk at 11:42 am, Jun 19, 2020



CITY OF MELROSE

PLANNING BOARD

ANNE DESOUZA-WARD
*Chairwoman*

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

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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

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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.

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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

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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 Patricks' 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.

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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

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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:

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CONDITIONS

<table>
<tr><th>#</th><th>Condition</th><th>Timeframe for Compliance</th><th>Verification Department (Initial)</th><th>Completed (Date)</th></tr>
<tr><td>1</td><td colspan="4">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:
<table>
<tr><th>Date / (Stamp Date)</th><th>Submission</th></tr>
<tr><td>(1/6/20)</td><td>Initial Application submitted to the City Clerk’s Office</td></tr>
<tr><td>(1/16/20)</td><td>Narrative Describing Plan Changes</td></tr>
<tr><td>1/16/20 / (1/16/20)</td><td>Memo from Attorney James P. Mitchell</td></tr>
<tr><td>1/27/20 / (5/8/20)</td><td>Color Site Plans</td></tr>
<tr><td>1/27/20 / (5/15/20)</td><td>Open Space Planting Rendering</td></tr>
<tr><td>2/17/20 / (5/4/20)</td><td>Sections with 87 Swains Pond Avenue</td></tr>
<tr><td>3/11/20 / (4/28/20)</td><td>Revised Stormwater Report</td></tr>
<tr><td>3/11/20 / (5/8/20)</td><td>Work Zone Map</td></tr>
<tr><td>3/27/20 / (4/28/20)</td><td>Response to DPW Review, Response to Peer Review</td></tr>
<tr><td>4/23/20 / (4/28/20)</td><td>Site Distance Sketches</td></tr>
<tr><td>(5/1/20)</td><td>Executive Summary, Presentation for 5/4/20 Meeting</td></tr>
<tr><td>(5/8/20)</td><td>Developer’s Notes from 5/4/20 Meeting, Plan Showing Zoning Envelope</td></tr>
<tr><td>5/8/20 / (5/8/20)</td><td>Plan Showing Intersection of Swains Pond Avenue and Maple Terrace, Revised Construction Sequence</td></tr>
<tr><td>5/11/20 / (5/15/20)</td><td>Stormwater Pollution Prevention Plan</td></tr>
<tr><td>(5/12/20)</td><td>Questions from 1/27/20 Meeting</td></tr>
<tr><td>5/13/20 / (5/15/20)</td><td>Revised Modified Definitive Plans</td></tr>
<tr><td>5/14/20 / (5/15/20)</td><td>Blasting Plan, Response to Supplemental Peer Review</td></tr>
<tr><td>(5/15/20)</td><td>Retaining Wall Fence Examples, Retaining Wall Photos</td></tr>
<tr><td>(5/19/20)</td><td>Deeds and Plans for Maple Terrace</td></tr>
<tr><td>5/19/20 / (5/20/20)</td><td>Plan Showing Road Layout Widths on Maple Terrace</td></tr>
<tr><td>(5/20/20)</td><td>TOC for 5/18/20 Meeting</td></tr>
<tr><td>5/20/20 / (5/27/20)</td><td>Letter from Blasting Contractor</td></tr>
<tr><td>5/21/20 / (5/27/20)</td><td>Plan Showing Temporary Construction Road</td></tr>
<tr><td>5/26/20 / (5/27/20)</td><td>Plan Showing Blasting/Cut Depths</td></tr>
<tr><td>(5/27/20)</td><td>TOC for 6/1/20 Meeting, Questions from 5/18/20 Meeting, Stockade Fence Examples, Construction Sequence Diagram</td></tr>
<tr><td>(5/28/20)</td><td>Survey Methods</td></tr>
<tr><td>5/28/20 / (5/28/20)</td><td>Memo from Attorney James P. Mitchell</td></tr>
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| 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 | |

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| 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 | |

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| 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 tress 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 | |

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| 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 rapc 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 | |

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| 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 | |

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| 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 | |

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| | | | | |
|---|---|---|---|---|
| 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 | |

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| | | | | |
|---|---|---|---|---|
| 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 | Carla Morelli | Gregory Sampson |
| Anne DeSouza-Ward | Sharon Petrillo | Jack Welch |
| Paul King | John Sadowski | |

No members of the Planning Board voted against the Modified Definitive Plan for Swains Pond Avenue. Robert Mercado abstained from the vote.

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**FOR THE MELROSE PLANNING BOARD**

Greg Sampson ELS

Gregory Sampson, Clerk

Minutes Acceptance: Minutes of Feb 21, 2023 7:45 PM (Reading of the Minutes)

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

Minutes Acceptance: Minutes of Feb 21, 2023 7:45 PM (Reading of the Minutes)

642 Franklin Street Melrose Massachusetts 02176 [redacted] [redacted]

# 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.

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## 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.

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- 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

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CITY OF MELROSE

OFFICE OF THE MAYOR

PAUL BRODEUR
*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.

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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: 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.

Minutes Acceptance: Minutes of Feb 21, 2023 7:45 PM (Reading of the Minutes)

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.

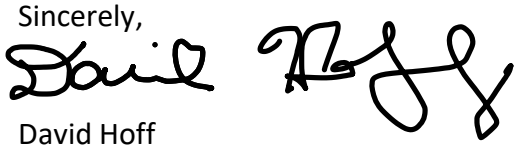
As an original member of the commission since 2020, I have played an integral role in the establishment and ongoing evolution of the commission. Since becoming chair in May 2021, I have worked to ensure that the commission functions in an effective manner operationally, while fulfilling its mission for 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

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Name: **David P. Hoff, M.S.W.**

Title: Program Director
Institute for Community Inclusion
University of Massachusetts,
Boston, MA

**Education**

| Degree | Institution Conferring | Year |
|---|---|---|
| B.S. | Cornell University (Business) | 1981 |
| M.S.W. | Rutgers University (Social Work) | 1994 |

## Professional Employment

| Organization | Nature | Years |
|---|---|---|
| **Our House, Inc.**<br>Berkeley Heights, NJ | • Employment Specialist<br>• Project Manager | 1991-1993<br>1993-1995 |
| **Institute for Community Inclusion**<br>Boston Children's Hospital &<br>University of Massachusetts Boston | • Training Associate<br>• Lead Training Associate<br>• Project Coordinator | 1995-1999<br>1999-2001<br>2001-2003 |
| **Metro North Workforce Board**<br>Cambridge, MA | • Associate Director | 2003-2006 |
| **Institute for Community Inclusion**<br>University of Massachusetts Boston | • Senior TA Specialist<br>• Program Director | 2006-2011<br>2011-present |

## Representative Training/Consulting

| Where | Nature | Years |
|---|---|---|
| **Division of Vocational Rehabilitation**<br>State of Colorado | Online Training: a) *Career Counseling for Youth w/Intellectual Disabilities*; b) *Technology & Students w/Intellectual Disabilities* | 2021 |
| **Division of Vocational Rehabilitation**<br>**Division for the Blind & Visually Impaired**<br>State of Vermont | Technical assistance on creating youth apprenticeships | Ongoing |
| **Division of Developmental Disabilities**<br>State of Missouri | Program Director - training & technical assistance project for employment service providers | 2018 - present |
| **Community Transportation Association**<br>Washington, DC | TA staff for national project on inclusive transportation planning | 2017 - present |
| **WA State Transition Conference**<br>Tacoma WA | Conference keynote: *Maintaining Employment Focus for Transition* | 2019 |

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## 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.

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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: 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.

Minutes Acceptance: Minutes of Feb 21, 2023 7:45 PM (Reading of the Minutes)

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

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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: 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.

Minutes Acceptance: Minutes of Feb 21, 2023 7:45 PM (Reading of the Minutes)

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

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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: 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.

Minutes Acceptance: Minutes of Feb 21, 2023 7:45 PM (Reading of the Minutes)

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

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CITY OF MELROSE

PAUL BRODEUR
*Mayor*

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.

Minutes Acceptance: Minutes of Feb 21, 2023 7:45 PM (Reading of the Minutes)

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

Minutes Acceptance: Minutes of Feb 21, 2023 7:45 PM (Reading of the Minutes)

# CITY OF MELROSE

**Auditor's Office**

**Patrick D. Dello Russo**
*CFO/City Auditor*

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

To: Honorable Mayor Paul Brodeur
City of Melrose

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

Date: February 27, 2023

Re: Free Cash Request Essex Agricultural

Please be advised that enrollment for Essex North Shore Agricultural & Technical School District is nine students for Fiscal Year 2023. The adopted Fiscal 2023 budget was based on Chapter 74 Non-Resident tuition and transportation costs for an estimated seven students. The supplemental appropriation requested for tuition and transportation for the two additional students is $35,311. This additional appropriation will bring the total Chapter 74 tuition and transportation funding for Essex North Shore Agricultural & Technical School District for Fiscal Year 2023 to $179,296.

Attachment: 2023-EssexAgricultural (APPRO-2023-14 : An Appropriation from Free Cash to Essex North Shore Agricultural)

CITY OF MELROSE

PATRICK D. DELLO RUSSO
*CFO/City Auditor*

AUDITOR'S OFFICE
City Hall, 562 Main Street
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Telephone - (781) 979-4107
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To: Honorable Mayor Paul Brodeur
City of Melrose

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

Date: February 27, 2023

Re: **Free Cash – School Department Supplemental Appropriation ($2.5M)**

As the Chief Financial Officer and City Auditor, I am pleased to have this opportunity to provide you with the position of the Office of the Auditor in funding this request for the use of Certified Free Cash for the School Department (see memorandum dated 02/21/2023). The School Department has requested $2.5 million dollars of funding to cover Special Education and Transportation related costs as provided for in the School Department request to your office. It is my recommendation that the funding source should be from Free Cash to close the Fiscal FY23 School Department Budget. This was and has been my position, and I represented such at the City Council meeting previously.

**(A.) Overview:**

Free Cash is for many communities, the only supplemental funding source available to them to address funding matters pertaining to the Operating Budget during a fiscal year. For this reason alone, it is critically important that communities strive to have Free Cash in the amount of 5 to 7 percent of their Operating Budget as recommended by the Department of Revenue, Division of Local Services (see November 17th, 2022 DOR publication on "Highly Recommended Financial Reserves). Historically, the city has used Free Cash to supplement both City and School Operating Budgets. I have attached some additional supplemental information on the nature and origin of what makes up "Free Cash" and some previous examples of the uses, for your review.

In addition, we must be mindful, that according to the School Department in a memorandum dated February 9th, 2023 on page 9, "Given the timing of these decisions and the fact that the majority of the school year has occurred, the scale of the impact to teaching and learning within MPS would be catastrophic". As the two key strategies this City has adopted, and held to historically, are the **"Safeguard of the Assets"** and the **"Continuity of Stable Service Levels",** such a change, in my opinion, would deviate from our core obligations and therefore not be prudent.

Attachment: CFO Memo - School Department Supplemental FY23 Appropriation from Free Cash (APPRO-2023-15 : An Appropriation from Free

**(B.) Bond Rating:**

In addition to being good fiscal practice, maintaining conservative budgeting strategies provides assurance to the Bond Rating Agencies that we are being consistent in our fiscal methodologies. The City has an excellent bond rating from Standard and Poor's' Bond Rating Agency of AA+ and has held this rating for a decade. No small task given what had transpired on the national and local economies during that timeframe. A bond rating is instrumental in the determination of interest expense the City will pay when it goes to market and takes out a bond. The lower the interest rate we receive, the more revenues can be allocated to direct community services. Having solid Free Cash balances is one key component.

**(C.) Material Funding Components:**

The City realized a number of "one-time" funding components, in addition to increased receipts in other categories, worth highlighting, and that provided for the final Free Cash determination which is the highest General Fund amount Certified in the City's history. These receipts contributed to the increase we realized from last fiscal year's certified balances. They include:

1. Host Community Cannabis receipts of $955,505 which exceeded last year's revenues by $499,986. We do not anticipate this to be the case next fiscal year.
2. Tax Liens redeemed (one-time) greater than last year by $349,484.
3. Deferred Taxes CH41 greater than last year by $41,228.19.
4. Unencumbered/Unexpended (one-time) greater than last year by $820,102.65.

Please advise if you have any questions.

Thank you.

Attachment: CFO Memo - School Department Supplemental FY23 Appropriation from Free Cash (APPRO-2023-15 : An Appropriation from Free

Attachment: CFO Memo - School Department Supplemental FY23 Appropriation from Free Cash (APPRO-2023-15 : An Appropriation from Free

# Supplemental Information

## Subject: Free Cash

The first question that generally surfaces is "What is Free Cash" (otherwise known as "available funds").

### Q: What is Free Cash?

**A:** In short, Free Cash is the fund surplus that accumulates from previous fiscal years. Once all expected revenues have been received and all bills have been paid for the fiscal year (July 1st through June 30th), we send our final financial reports to the Department of Revenue Division of Local Services (DLS). They will Certify the amount of remaining funds that will go toward the determination of the community's "Free Cash" amount for the ensuing fiscal year's use. The money then becomes available for the City to use.

On February 16, 2003, the City of Melrose received notification from the Massachusetts Department of Revenue that our City's Free Cash has been Certified at $7,159,906 dollars. This is very good news for the community, the largest amount in its history.

### Q: Why do we have Free Cash?

**A:** There are a number of reasons why the City has Free Cash. The main reason is that the City Budget approved by the City Council each year is a good faith estimate of revenue and expenses. We are conservative in our revenue estimates, because we don't want to put the City at risk of running short, but there are other factors at play as well. If the economy is strong, we may very well see additional revenues from new development or re-development, both taxes and permit fees. If a senior employee retires or leaves and we replace that person, it will often times be at a lower salary, if we have less utility costs than we budgeted for, or for any reason we don't spend the full amount allocated in the budget, that money goes toward the determination of our Free Cash amount.

When you add it all up, Free Cash can be anywhere from zero (or even negative), to a substantial amount. The Division of Local Services recommends that communities strive to have a Free Cash balance each fiscal year of 5% to 7% of their Operating Budget. Melrose strives to reach that target consistently. If we simply apply this amount to the most recent budget approved, the percentage comes in at 7.5%. The five-year average for the City is $5,227,175 dollars.

Q: What can it be used for?

A: It is important to note, however, that Free Cash is considered "one-time" money and should not be used as if it were a recurring revenue. For one thing, we only see it after the fiscal year is over, and it is not certified until the fall. More importantly, it is not dependable, because the amount changes in unanticipated ways from year to year. Therefore, it should be used principally for one-time expenses, such as Capital Improvements, or matching funds for a grant or replenishing reserves. There are times we may need such funds during the year to pay for unanticipated or higher than expected operating expenses (such as snow and ice), at the time the budget was developed as well, and that is to be expected.

Some projects and uses in the past year included the following:

1. Stabilization Funds/Trust Funds: $1,225,000
2. Snow and Ice Expenditures: $341,621
3. School Bathroom Design Study: $150,000
4. DPW Trees: $70,000
5. New DPW Equipment: $482,000

In closing, any Free Cash use requires an appropriation by the City Council on the Mayor's recommendation, but only after the DLS has Certified the Free Cash total. The same rules apply to the DLS's certification of Retained Earnings, which is the Enterprise Fund (Water, Sewer, Ambulance and Mt. Hood) equivalent of Free Cash.

Attachment: CFO Memo - School Department Supplemental FY23 Appropriation from Free Cash (APPRO-2023-15 : An Appropriation from Free

MELROSE PUBLIC SCHOOLS

DATE: February 21, 2023

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

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

FROM: Ken Kelley, *Director of Finance and Administrative Affairs,* and Dr. Julie Kukenberger, *Superintendent of Schools*

RE: FY23 MPS Free Cash requests - updated 2/21/23

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In conjunction with the memo sent to the Melrose City Council, dated February 17, 2023, the Melrose Public Schools respectfully requests Mayor Brodeur consider the following request as well. The School Department recognizes and appreciates the investment of operating and capital monies allocated by the City every year in the interest of teaching and learning. The District is respectfully requesting that the City Council and Mayor consider the following funding appropriation requests for the FY23 Melrose Public Schools (MPS) budget.

As discussed at the February 14, 2023 Melrose School Committee meeting, the District approved FY23 budget is impacted by several factors that have resulted in a revenue gap. The impacts are detailed in a February 9, 2023 memo to the MPS School Committee. The below request will greatly assist the district in maintaining the current level of teaching and learning within the district. As the February 9, 2023 memo indicates, if approved, the additional revenue will be used to fund mandated special education costs for tuition, transportation, and services at the Franklin ECC. Additionally, the District is respectfully requesting the Medicaid reimbursement transfer at this time as well. The Medicaid funds are used as part of the District's budget offset funds.

Thank you for your consideration.

Transfer In Account: 0111 491003
Special Education tuition and transportation in the amount of: $2,500,000.00

Transfer In Account: 16204 49000
Medicaid reimbursement in the amount of: $262,674.93

Attachment: Memo to Mayor - FY23 rebuild Free Cash (APPRO-2023-15 : An Appropriation from Free Cash for Special Education Transportation

MELROSE PUBLIC SCHOOLS

DATE: February 9, 2023

TO: Melrose School Committee

Cc: Melrose City Council, Paul Brodeur, Mayor, and Patrick Dello Russo, Chief Financial Officer

FROM: Ken Kelley, *Director of Finance and Administrative Affairs,* and Dr. Julie Kukenberger, *Superintendent of Schools*

RE: FY23 MPS Rebuild Budget Update

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This memo outlines and summarizes the Melrose Public Schools rebuilding of the FY23 approved budget. This was an extensive and time consuming process that is an opportunity to account for legacy budgeting practices as well as to reassign costs to more accurate centers and budget categories. The following is an overview of the work, action steps, and next steps as we move forward to FY24. As we work collaboratively and transparently, please see below for more information.

## FY23 Budget Rebuild Update

The FY23 budget has been impacted by the legacy grant practice of duplication as well as continued increases in special education tuition and transportation costs. Through the ongoing collaboration with the City and an outside consultant, Clifton, Larson, and Allen (CLA), the FY23 budget was rebuilt with the following priorities:

- Correct the double counting of the three grants (METCO, Title I, and IDEA 94-124).
- Assign existing broad system wide (SW) spending lines to specific schools and cost centers. This included assigning shared staff by Full Time Equivalent (FTE) to the buildings where instruction and position(s) are located. Additionally, ECC special education costs are the mandated responsibility of the District to provide. Significant amounts of these costs were historically charged to the tuition revolving offset fund. These costs have been moved to the operating budget.
- The district has requested $2,500,000 in additional revenue from the Mayor and City Council (see Memo here) to help close an identified gap in special education obligations for tuition and transportation.

Attachment: Memo to SC - FY23 rebuild Feb14 (APPRO-2023-15 : An Appropriation from Free Cash for Special Education Transportation and

## Correcting the double counting of the three grants - Background

Several legacy accounting issues contributed to an FY22 budget deficit. This gap was closed utilizing school and City COVID-19 relief funds. None of the City's stabilization funds were impacted. However; given the time of the discovery, we knew the FY23 approved budget would also be impacted in a similar manner.:

Once the double counting of these specific grant funds (METCO, Title I, and IDEA 94-124) was corrected the FY23 approved budget was reduced by $1,260,000. The table below outlines the School Committee approved budget of $40,253,740, and the City Council approved budget of $35,511,659 which includes $115,081 less in City appropriations than approved by the School Committee and the full Chapter 70 allocation of $9,680,222. The FY23 Reduced budget listed in the table below decreases the FY23 budget by $1,260,000 for the removal of the grant amounts and $115,081 for the variance between SC approved and City Council approved budgets. The FY23 Adjusted budget adds back $115,081 in offsets from higher than projected Medicaid reimbursement.

**FY23 MPS Budget**
**Impact of Grant Removal**

| Budget Category | Amount Approved April 12, 2022 | City Council Approved June 21, 2022 | FY23 Reduced | FY23 Adjusted |
|---|---|---|---|---|
| **Ch70** | $ 9,680,222 | $ 9,680,222 | $ 9,680,222 | $ 9,680,222 |
| **City Appropriation** | $ 25,946,518 | $ 25,831,437 | $ 25,831,437 | $ 25,831,437 |
| **Offsets** | $ 4,627,000 | | $ 3,367,000 | $ 3,482,081 |
| | **$ 40,253,740** | **$ 35,511,659** | **$ 38,878,659** | **$ 38,993,740** |

The table below illustrates the impact of the grant removal by School Committee Voter categories. The FY23 Rebuild Proposal removes the grants and calculates forecasted FY23 expenses based on known student needs. The variance by category calculates the need for additional funding to meet the current level of student services.

| SC Budget Category | FY23 Adjusted SC Approved | FY23 Rebuild Proposal | Variance by Category |
|---|---|---|---|
| **Elementary Budget** | $ 14,028,381 | $ 15,884,214 | $ 1,855,833 |
| **Secondary Budget** | $ 15,524,213 | $ 15,816,269 | $ 292,056 |
| **Special Education** | $ 4,585,597 | $ 6,330,685 | $ 1,745,088 |
| **Administration & Other** | $ 4,855,549 | $ 3,810,241 | ($ 1,045,308) |
| **District Totals** | **$ 38,993,740** | **$ 41,841,409** | **($ 2,847,669)** |

Attachment: Memo to SC - FY23 rebuild Feb14 (APPRO-2023-15 : An Appropriation from Free Cash for Special Education Transportation and

## Assign existing broad system wide (SW) spending lines to specific schools and cost centers - Background

Past budgeting practice included grouping any shared staff in broad SW budget lines. This created challenges tracking full-time equivalent (FTE) personnel costs per building and cost center. Administration spent significant time reviewing staffing and FTE status by building and assigning FTEs to the facility or cost center where instruction or service delivery occurs.

The Franklin Early Childhood Center (ECC) special education costs are mandated and the responsibility of the District to provide for students when needed. Significant amounts of these costs were historically charged to the tuition revolving offset fund rather than the operating budget. Additionally, in FY20 all ECC preschool educators joined the MEA and became salary and benefits eligible at rates per the Collective Bargaining Agreement. Special Education teachers, certified service providers, and special education paraprofessionals' salaries were also moved to the FY23 rebuild operating budget.

These changes better align with DESE's chart of accounts and end of year reporting (EOYR) requirements. The table below captures the FY23 budget rebuild adjustments by school building and department budgets.

| Building/Dept. | Orig Budget | Revised | Change | Text Description of changes | Impact |
|---|---|---|---|---|---|
| **Hoover** | $ 1,988,317 | $ 2,366,726 | $ 378,409 | 3.2 FTE allocation from itinerants | $ 211,282 |
| | | | | 1 L/T Building sub moved from DW | $ 19,800 |
| | | | | 3 add'l para's | $ 61,366 |
| | | | | 1 academic interventionist | $ 28,860 |
| | | | | from .35 to 1 FTE Psychologist | $ 57,970 |
| | | | | misc | $ (869) |
| **HV Changes** | | | | | **$ 378,409** |
| **Horace Mann** | $ 1,692,558 | $ 1,904,444 | $ 211,886 | 2 FTE allocation from itinerants | $ 161,561 |
| | | | | 1 L/T Building sub moved from DW | $ 19,800 |
| | | | | .7 add'l para | $ 14,793 |
| | | | | 1 academic interventionist | $ 28,860 |
| | | | | Therapist increase | $ 35,134 |
| | | | | Teacher realignment - Reg | $ (9,003) |
| | | | | Teacher realignment - SPED | $ 16,629 |
| | | | | from 1.65 to 1 FTE Psychologist | $ (58,464) |
| | | | | misc | $ 2,576 |
| **HM Changes** | | | | | **$ 211,886** |
| **Lincoln** | $ 3,287,631 | $ 3,661,277 | $ 373,646 | 4.8 FTE allocation from itinerants | $ 290,795 |
| | | | | Admin Adj (.6 AP and .4 Sec moved) | $ (108,402) |
| | | | | 1 L/T Building sub moved from DW | $ 19,800 |
| | | | | 1 academic interventionist | $ 28,860 |

Attachment: Memo to SC - FY23 rebuild Feb14 (APPRO-2023-15 : An Appropriation from Free Cash for Special Education Transportation and

| Building/Dept. | Orig Budget | Revised | Change | Text Description of changes | Impact |
|---|---|---|---|---|---|
| Lincoln con't | | | | Therapist increase | $ 62,995 |
| | | | | Teacher realignment - Reg | $ 126,684 |
| | | | | Teacher realignment - SPED | $ (43,791) |
| | | | | misc | $ (3,295) |
| **LN Changes** | | | | | **$ 373,646** |
| **Roosevelt** | $ 3,536,006 | $ 3,676,536 | $ 140,530 | 3.2 FTE allocation from itinerants | $ 246,352 |
| | | | | 1 L/T Building sub moved from DW | $ 19,800 |
| | | | | 1.5 academic interventionist | $ 28,860 |
| | | | | Therapist increase | $ 168,825 |
| | | | | Teacher realignment - Reg | $ (257,932) |
| | | | | Teacher realignment - SPED | $ (47,297) |
| | | | | .4 Sec moved from Lincoln | $ 37,831 |
| | | | | 3 fewer para's | $ (62,257) |
| | | | | misc | $ 6,348 |
| **RV Changes** | | | | | **$ 140,530** |
| **Winthrop** | $ 2,518,944 | $ 2,700,317 | $ 181,373 | 2 FTE allocation from itinerants | $ 151,235 |
| | | | | 1 L/T Building sub moved from DW | $ 19,800 |
| | | | | 1 academic interventionist | $ 28,860 |
| | | | | Therapist increase | $ 63,310 |
| | | | | Teacher realignment - Reg | $ (68,283) |
| | | | | Teacher realignment - SPED | $ 2,256 |
| | | | | psych reduction | $ (24,320) |
| | | | | Corrected principal line | $ 8,393 |
| | | | | misc | $ 122 |
| **WN Changes** | | | | | **$ 181,373** |
| **Franklin - Operating only** | $ 1,004,925 | $ 1,574,914 | $ 569,989 | 1 L/T Building sub moved from DW | $ 19,800 |
| | | | | Moved Therapist from ECC revolving | $ 210,343 |
| | | | | Admin Adj | $ 10,324 |
| | | | | Teacher realignment - Reg | $ (91,933) |
| | | | | Teacher realignment - SPED | $ 190,936 |
| | | | | psychologist increase | $ 30,486 |
| | | | | Moved SPED paras from ECC revolving | $ 199,487 |
| | | | | misc | $ 546 |
| **FN Oper. Changes** | | | | | **$ 569,989** |
| **Middle School** | $ 6,628,457 | $ 6,855,434 | $ 226,977 | Building sub adjustment | $ (2,205) |
| | | | | Admin Adj | $ (82,978) |

Attachment: Memo to SC - FY23 rebuild Feb14 (APPRO-2023-15 : An Appropriation from Free Cash for Special Education Transportation and

| Building/Dept. | Orig Budget | Revised | Change | Text Description of changes | Impact |
|---|---|---|---|---|---|
| MVMMS con't | | | | Librarian | $ 51,839 |
| | | | | Therapist increase | $ 82,144 |
| | | | | Teacher realignment - Reg | $ (26,840) |
| | | | | Teacher realignment - SPED | $ 201,916 |
| | | | | Para adj | $ (11,100) |
| | | | | psych/guidance adj | $ 14,200 |
| | | | | misc | $ - |
| **MVMMS Changes** | | | | | **$ 226,977** |
| **High School** | $ 8,074,244 | $ 8,170,884 | $ 96,640 | Admin Adj | $ (3,290) |
| | | | | Building sub adjustment | $ 74,487 |
| | | | | Department Directors | $ (115,743) |
| | | | | Library | $ 82,019 |
| | | | | Teacher realignment - Reg | $ (121,930) |
| | | | | Teacher realignment - SPED | $ (68,534) |
| | | | | psych | $ 52,650 |
| | | | | Therapist increase | $ 69,540 |
| | | | | Para adj | $ 127,440 |
| | | | | misc | $ - |
| **MHS Changes** | | | | | **$ 96,640** |
| **Athletics** | $ 821,512 | $ 789,951 | $ (31,561) | removed secretary, included MHS | $ (31,561) |
| **Special Education (System-Wide)** | $ 4,585,597 | $ 6,330,685 | $ 1,745,088 | Therapists moved to schools | $ (537,123) |
| | | | | P/T Aide - moved to school | $ (29,735) |
| | | | | Transportation | $ 710,440 |
| | | | | Tuitions | $ 1,600,000 |
| | | | | misc | $ 1,506 |
| **Spc. Edu SW Changes** | | | | | **$ 1,745,088** |
| **Teaching and Learning** | $ 1,153,370 | $ 1,173,035 | $ 19,665 | Correct Curriculum Leaders | $ 294,834 |
| | | | | Move portion of Instructional Coaches | $ (233,495) |
| | | | | release excess budget, line not used | $ (45,000) |
| | | | | misc | $ 3,326 |
| **T&L Changes** | | | | | **$ 19,665** |
| **Administration** | $ 1,120,663 | $ 1,044,270 | $ (76,393) | Moved AD to Curriculum | $ (117,548) |
| | | | | Volunteer coordinator | $ 20,640 |
| | | | | Admin Salary adjustments | $ 20,515 |
| | | | | misc | $ - |
| **Admin Changes** | | | | | **$ (76,393)** |

Attachment: Memo to SC - FY23 rebuild Feb14 (APPRO-2023-15 : An Appropriation from Free Cash for Special Education Transportation and

| Building/Dept. | Orig Budget | Revised | Change | Text Description of changes | Impact |
|---|---|---|---|---|---|
| **System-wide** | $ 2,581,516 | $ 1,592,935 | $ (988,581) | Move Itinerants/Media to Schools | $ (689,822) |
| | | | | Salary Savings (Open Positions) | $ (300,000) |
| | | | | Increase S/T Subs | $ 57,102 |
| | | | | reduce L/T Subs | $ (34,848) |
| | | | | misc | $ (21,013) |
| **SW Changes** | | | | | **$ (988,581)** |
| **Total General Fund** | **$ 38,993,740** | **$ 41,841,409** | **$ 2,847,669** | | |

Attachment: Memo to SC - FY23 rebuild Feb14 (APPRO-2023-15 : An Appropriation from Free Cash for Special Education Transportation and

## Notable Expense Increases - Background

Removing the special education grant increased the existing gap between budgeted amounts for tuition and transportation funding. It has been past practice to under budget in both of these categories. For example, in FY20, tuition costs increased by more than $1,000,000; however, FY21 budgeting was increased by $100,000. As well, in FY19 transportation costs increased by $242,000; however, the FY20 transportation budget was decreased by 8%. MPS has respectfully requested $2,500,000 of additional funding from the City to help close that gap this year(see Memo here). As special education tuition and transportation costs continue to increase at unpredictable rates, it is possible that the district will need to request use of the special education stabilization funds this school year.

| Notable Expense Increases for FY23 | | |
|---|---|---|
| Special Education tuition | $ 1,600,000 | Grant removal and unbudgeted new tuitions |
| Special Education transportation | $ 710,440 | Under budgeted and unpredictable |
| Special Education - adding ECC | $ 569,989 | Costs should be charged to operating |
| Misc | $ (32,760) | Misc. costs and savings |
| **District Totals** | **$ 2,847,669** | |

The table below outlines the additional revenue request from the City along with other internal offset projection adjustments.

| Additional Revenue Requests and Adjustments | | |
|---|---|---|
| To Mayor and City Council | $ 2,500,000 | January 24, 2023, Memo requesting additional revenue (City Council vote would be required) |
| Increase Ed Stations/ECC offset projections | $ 200,000 | Increased offset after moving Special Education costs to Franklin operating (SC vote would be required) |
| Increase Circuit Breaker/Medicaid offset projections | $ 147,669 | Decreases incremental build up of expenses (SC vote would be required) |
| **Total** | **$ 2,847,669** | |

Attachment: Memo to SC - FY23 rebuild Feb14 (APPRO-2023-15 : An Appropriation from Free Cash for Special Education Transportation and

The district has worked to reallocate and utilize existing resources when possible to mitigate the impact of the request to the City. The budget rebuild includes potential increases in offset revenue based on projections and breakage due to vacancies. Any open positions are first reviewed for internal solutions (aside from obligated direct service providers). On January 18, 2023, the operating budget was frozen to conserve resources for the spring and requiring additional approval for essential expenses and purchases.

## Next Steps

The changes to the FY23 rebuilt operating budget are impacted by several factors including the ratification of the new Unit A teachers and Unit B Paraprofessionals contracts. Further refinements may be needed when the new contracts' salaries and retro payment compensations are completed, all salaries are encumbered, and MUNIS updates are finalized. Special education tuition and transportation will be monitored and adjusted if necessary.

If the additional revenue is approved by the City, the MPS School Committee will need to vote on adjustments to the four budget categories as outlined below (pending any additional changes)

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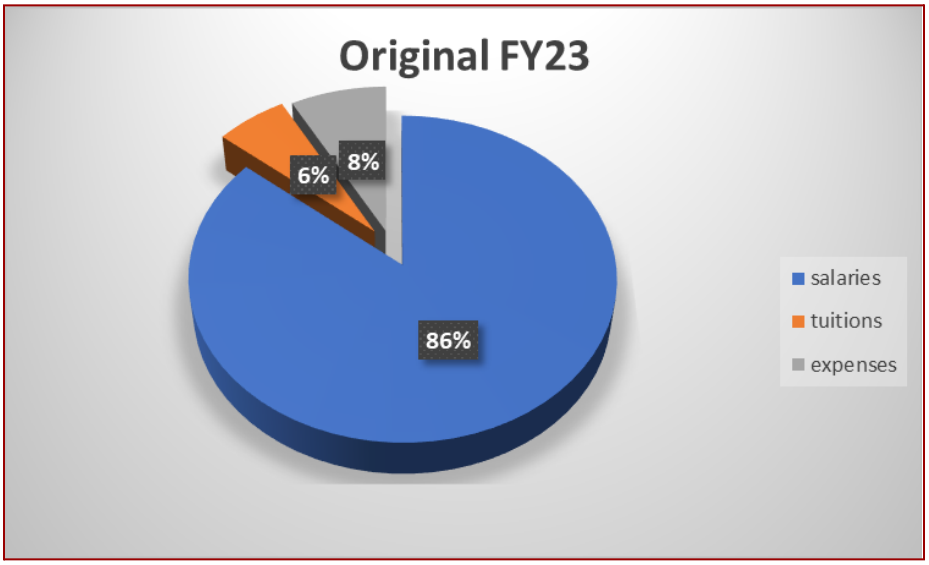
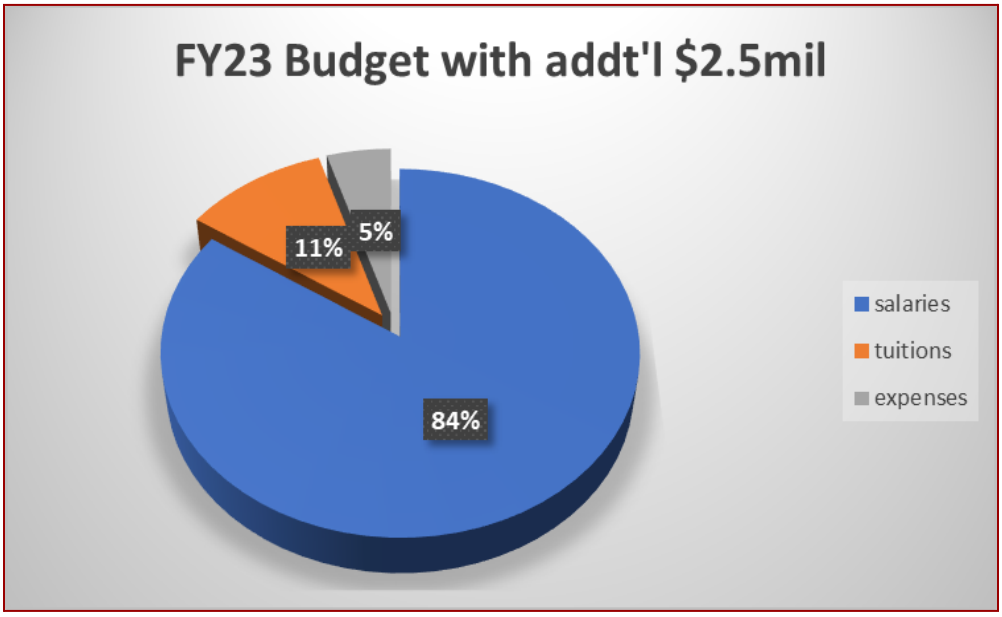
| SC Budget Category | FY23 Adjusted SC Approved | FY23 Rebuild Proposal | Variance by Category |
|---|---|---|---|
| **Elementary Budget** | $ 14,028,381 | $ 15,884,214 | $ 1,855,833 |
| **Secondary Budget** | $ 15,524,213 | $ 15,816,269 | $ 292,056 |
| **Special Education** | $ 4,585,597 | $ 6,330,685 | $ 1,745,088 |
| **Administration & Other** | $ 4,855,549 | $ 3,810,241 | ($ 1,045,308) |
| **District Totals** | **$ 38,993,740** | **$ 41,841,409** | **($ 2,847,669)** |

The pie chart below shows total operating budget percentages by three categories: salaries, tuitions, and expenses based on the original FY23 City Council approved budget in June 2023.

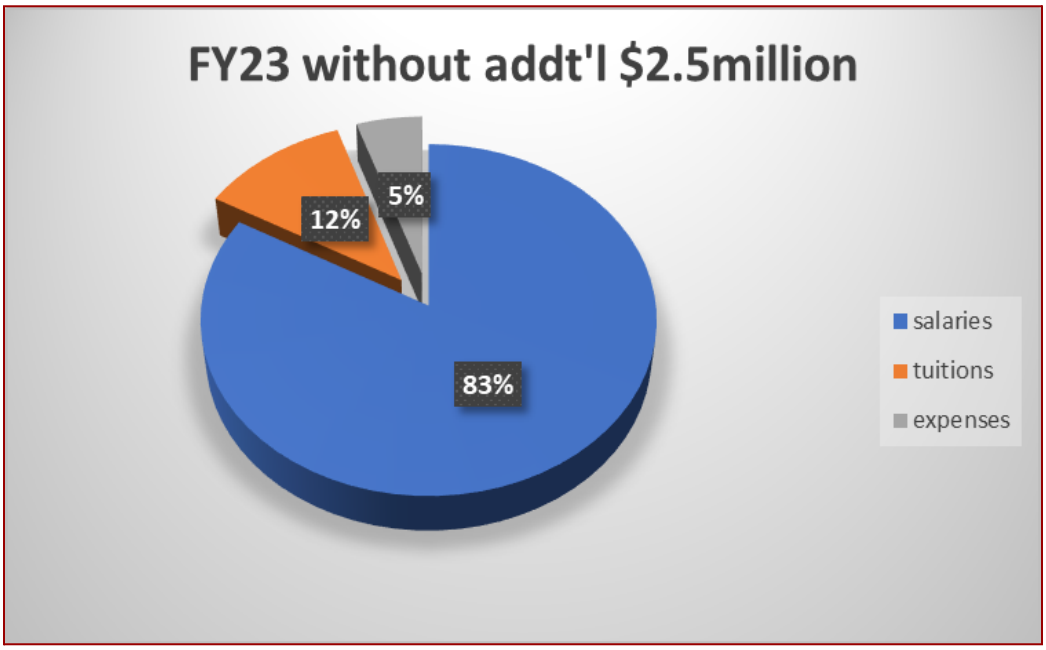



Attachment: Memo to SC - FY23 rebuild Feb14 (APPRO-2023-15 : An Appropriation from Free Cash for Special Education Transportation and

The pie chart below shows the FY23 rebuild budget if an additional $2.5 M is approved by the City Council to address the budget gap.




If the additional revenue is not approved by the City, the only way the district and MPS School Committee can reduce the budget is through salary reduction which means laying off employees to generate the cost savings. Given the timing of these decisions and the fact that the majority of the school year has occurred, the scale of the impact to teaching and learning within MPS would be catastrophic. Reducing special education tuition or transportation costs is not an option as these are mandated services. The pie chart illustrates how a lack of additional funds shifts category proportion relative to the operation budget.




Attachment: Memo to SC - FY23 rebuild Feb14 (APPRO-2023-15 : An Appropriation from Free Cash for Special Education Transportation and

The table below shows average salaries and number of hypothetical FTE reductions that would need to be considered in order to generate a cost savings of $2.5M this late in the school year. Clearly this would be devastating to service delivery if this course of action was decided at the beginning of the school year. It simply would decimate our ability to safely and properly run the district if decided in the spring.

| | Non-union Administration | Directors/ Administrators | Teacher | Paras |
|---|---|---|---|---|
| **Average Salary** | $131,184 | $107,314 | $ 79,448 | $22,807 |
| **# of FTEs to Reach $2.5M** | 2 | 7 | 17 | 6 |
| **# of FTEs @80% Expended to Reach $2.5M** | 5 | 16 | 106 | 75 |

We understand the magnitude of this request and are very grateful for our City partners who continue to understand the importance of high-quality education. We further appreciate their commitment to ongoing collaboration as we work to solve this budgetary problem together. The FY23 rebuild budget as presented enables the District to maintain existing levels of teaching and learning and essential service delivery for all learners. We believe that the new budget development practices and the FY23 MPS Rebuilt School Budget will **continue** to support high quality educational experiences, and allow for more accurate and effective cost tracking, clear communication, responsible fiscal oversight, and strategic budget planning both in the short and long term.

Attachment: Memo to SC - FY23 rebuild Feb14 (APPRO-2023-15 : An Appropriation from Free Cash for Special Education Transportation and

CITY OF MELROSE

OFFICE OF THE MAYOR

PAUL BRODEUR
*Mayor*

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

**MEMORANDUM**

To: Melrose City Council
From: Mayor Paul Brodeur
Re: Free Cash Request for Melrose Police & Fire Radio System Upgrade
Date: March 6, 2023

---

I am hereby requesting that the Honorable City Council appropriate $903,000 to fund the replacement of the City's Police and Fire safety radio equipment.

As you are aware, in addition to adequately funding our schools, our public safety infrastructure is our highest priority. The outdated radio system currently used by the Melrose Police and Fire Departments is several decades old, with replacement parts increasingly hard to find. This is especially the case for the portable radios that our first responders use on a daily basis to provide services to the Melrose community. Effective, clear, uninterrupted communication between first responders, dispatch, and any outside agencies is critical, and broken equipment poses a significant challenge to effective operations and safety.

The radio system upgrade proposed will provide modern equipment that can be supported by the manufacturers. It will provide redundancy in the case of a failure of the primary system. It also meets interoperability requirements set forth by the Commonwealth of Massachusetts' Executive Office of Public Safety and Security. Most importantly, it will continue to meet the needs of the MPD and MFD even if we ultimately replace the current public safety buildings.

I want to thank Chief Ed Collina and Chief Kevin Faller for their tireless efforts in seeking outside funding for this critical need, including applying for a public safety grant through the Mass Gaming Commission's Community Mitigation Fund. However, our application through this program is by no means guaranteed to be successful and at best would only provide a portion of the cost of this complete system upgrade. Therefore, we are requesting the full cost be appropriated by the City Council at this time.

CFO Dello Russo and I are in complete agreement that this important public safety project merits funding through Free Cash and we respectfully ask your prompt consideration and approval of this request.

Attachment: Public Safety Communications Memo to City Council (APPRO-2023-17 : An Appropriation from Free Cash for Police and Fire Radio

CITY OF MELROSE POLICE DEPARTMENT

**KEVIN FALLER**
*Chief of Police*
*Public Records Custodian*

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

## MEMORANDUM

To: Mayor Paul Brodeur
From: Chief Kevin M. Faller (MPD) / Chief Edward Collina (MFD)
Date: February 27, 2023
Re: Free Cash Request – Melrose Police & Fire Radio System Upgrade
Cc: CFO Patrick Dello Russo / Margot Fleischman (Chief of Staff)

Mr. Mayor:

Please take this communication as an official request to allocate free cash in the amount of **$903,000 (nine hundred and three thousand dollars)** for the purchase and completion of a ***radio system upgrade*** for the Melrose Police and Fire Departments. Cyber Communications, Inc provided a detailed quote and breakdown of the project in July of 2022, and it is enclosed with this request.

The current public safety radio system and equipment that is being used is outdated and major components of the system are no longer supported. Our portable radios and radio system is our most used piece of equipment. Portable radios are used by our Fire and Police personnel on every call for service. Communication is an important part of every emergency response. To ensure the safety of our first responders and the residents of our community who rely on our public safety personnel to respond effectively and efficiently, this upgrade is imperative. Failure of our radio system and/or portable radios will result in a poor outcome for us and our customers who we provide services to on a daily basis.

The project consists of an upgrade for both the radio frequency (RF) infrastructure and dispatch console equipment, upgrade antenna systems as needed (20-30 years old), as well as upgrading portable radios that are outdated and are no longer supported. Currently, the Melrose Police and Fire radio system uses telecommunication circuits to all RF sites except Mount Hood repeaters. Verizon is no longer supporting FDDA or RNTA circuits. This project will upgrade all sites to fiber or microwave for both Melrose Police and Fire. This will allow the new Motorola repeaters and receivers the IP connection they need.

We have also been assured by Cybercomm, Inc. that this needed upgrade to the system will not be obsolete if a new police or fire station are constructed in the future.

The radio upgrade will provide redundancy as well. This is important in the case of a failure of the primary system, there will be an immediate backup system to ensure radio communications stay online,



Attachment: Free.Cash.Request.RadioSystemUpgrade.UPDATED.02.28 (APPRO-2023-17 : An Appropriation from Free Cash for Police and Fire

thus maintaining public safety. Effective, clear, uninterrupted communication between first responders, dispatch, and any outside agencies is critical.

The radio equipment and upgrade proposal has also been reviewed and meets interoperability requirements set forth by the Commonwealth of Massachusetts' Executive Office of Public Safety and Security.

Thank you for your prompt attention to this matter and please feel free to contact us with any questions.

Chief Kevin M. Faller (MPD)

Chief Edward Collina (MFD)

Attachment: Free.Cash.Request.RadioSystemUpgrade.UPDATED.02.28 (APPRO-2023-17 : An Appropriation from Free Cash for Police and Fire

QUOTE-2

MOTOROLA SOLUTIONS

# MELROSE FIRE DEPT, CITY OF

02/28/2023

The design, technical, pricing, and other information ( " Information " ) furnished with this submission is confidential proprietary information of Motorola Solutions, Inc. or the Motorola Solutions entity providing this quote ( " Motorola " ) and is submitted with the restriction that it is to be used for evaluation purposes only. To the fullest extent allowed by applicable law, the Information is not to be disclosed publicly or in any manner to anyone other than those required to evaluate the Information without the express written permission of Motorola.
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Attachment: MELROSE FD 45-APX6000XE QUOTE-2067811-1 2-28-23 (APPRO-2023-17 : An Appropriation from Free Cash for Police and Fire

MOTOROLA SOLUTIONS

QUOTE-2067811

02/28/2023

MELROSE FIRE DEPT, CITY OF
576 MAIN ST
MELROSE, MA 02176

Dear Kevin Walsh ,

Motorola Solutions is pleased to present MELROSE FIRE DEPT, CITY OF with this quote for quality communications equipment and services. The development of this quote provided us the opportunity to evaluate your requirements and propose a solution to best fulfill your communications needs.

This information is provided to assist you in your evaluation process. Our goal is to provide MELROSE FIRE DEPT, CITY OF with the best products and services available in the communications industry. Please direct any questions to John Connolly at jconnolly@cybercomminc.com.

We thank you for the opportunity to provide you with premier communications and look forward to your review and feedback regarding this quote.

Sincerely,

John Connolly

Motorola Solutions Manufacturer's Representative

Attachment: MELROSE FD 45-APX6000XE QUOTE-2067811-1 2-28-23 (APPRO-2023-17 : An Appropriation from Free Cash for Police and Fire

MOTOROLA SOLUTIONS

QUOTE-2067811

Billing Address:
MELROSE FIRE DEPT, CITY OF
576 MAIN ST
MELROSE, MA 02176
US

Quote Date:02/28/2023
Expiration Date:04/29/2023
Quote Created By:
John Connolly
jconnolly@cybercomminc.com

End Customer:
MELROSE FIRE DEPT, CITY OF
Kevin Walsh
kwalsh@cityofmelrose.org
781-979-4154

Contract: 22564 - ITT57 MA STATE

| Line # | Item Number | Description | Qty | List Price | Sale Price | Ext. Sale Price |
|---|---|---|---|---|---|---|
| | APX™ 6000 Series | APX6000 XE | | | | |
| 1 | H98SDF9PW6BN | APX6000 UHF R2 MODEL 2.5 PORTABLE | 45 | $3,595.00 | $2,696.25 | $121,331.25 |
| 1a | H869BZ | ENH: MULTIKEY | 45 | $363.00 | $272.25 | $12,251.25 |
| 1b | Q445AG | ADD: APX PERSONNEL ACCOUNTABILITY | 45 | $165.00 | $123.75 | $5,568.75 |
| 1c | QA02006AA | ENH: APX6000XE RUGGED RADIO | 45 | $880.00 | $660.00 | $29,700.00 |
| 1d | Q58AL | ADD: 3Y ESSENTIAL SERVICE | 45 | $184.00 | $184.00 | $8,280.00 |
| 1e | QA09001AB | ADD: WIFI CAPABILITY | 45 | $330.00 | $247.50 | $11,137.50 |
| 1f | H35BU | ADD: CONVENTIONAL OPERATION | 45 | $550.00 | $412.50 | $18,562.50 |
| 1g | QA01427AB | ALT: IMPACT GREEN HOUSING | 45 | $28.00 | $21.00 | $945.00 |
| 1h | Q806BM | ADD: ASTRO DIGITAL CAI OPERATION | 45 | $567.00 | $425.25 | $19,136.25 |
| 1i | Q629AK | ENH: AES ENCRYPTION AND ADP | 45 | $523.00 | $392.25 | $17,651.25 |
| 2 | LSV00Q00202A | DEVICE PROGRAMMING | 45 | $71.43 | $71.43 | $3,214.35 |
| 3 | LSV00Q00203A | DEVICE INSTALLATION | 45 | $64.29 | $64.29 | $2,893.05 |

Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the ""Underlying Agreement"") that authorizes Customer to purchase equipment and/or services or license software (collectively ""Products""). If no Underlying Agreement exists between Motorola and Customer, the Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.

Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 ~ #: 36-1115800



Attachment: MELROSE FD 45-APX6000XE QUOTE-2067811-1 2-28-23 (APPRO-2023-17 : An Appropriation from Free Cash for Police and Fire

MOTOROLA SOLUTIONS

QUOTE-2067811

| Line # | Item Number | Description | Qty | List Price | Sale Price | Ext. Sale Price |
|---|---|---|---|---|---|---|
| 4 | PMNN4547A | BATT IMPRES 2 LIION TIA4950 R IP68 3100T | 45 | $213.15 | $147.07 | $6,618.15 |
| 5 | NNTN8863A | CHARGER, SINGLE-UNIT, IMPRES 2, 3A, 100-240VAC, US/NA PLUG | 6 | $169.56 | $117.00 | $702.00 |
| 6 | AY000222A01 | CARRY ACCESSORY-CASE,APX7000 FIRE | 45 | $60.48 | $41.73 | $1,877.85 |
| 7 | PMMN4106D | AUDIO ACCESSORY-REMOTE SPEAKER MICROPHONE,AUDIO ACCESSORY-AUDIO ADAPTER,APX XE500 REMOTE SPEAKER MIC, HIGH IMPACT GREEN | 45 | $665.28 | $459.04 | $20,656.80 |
| 8 | AY000223A01 | CARRY ACCESSORY-STRAP,WITH BUTTON BACK HOLDER | 45 | $54.00 | $37.26 | $1,676.70 |
| 9 | NNTN8844A | CHARGER, MULTI-UNIT, IMPRES 2, 6-DISP, NA/LA-PLUG, ACC USB CHGR | 11 | $1,420.20 | $979.94 | $10,779.34 |

Grand Total $292,981.99(USD)

Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the ""Underlying Agreement"") that authorizes Customer to purchase equipment and/or services or license software (collectively ""Products""). If no Underlying Agreement exists between Motorola and Customer, the Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.

Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 ~ #: 36-1115800



Attachment: MELROSE FD 45-APX6000XE QUOTE-2067811-1 2-28-23 (APPRO-2023-17 : An Appropriation from Free Cash for Police and Fire

MOTOROLA SOLUTIONS

| Purchase Order Checklist |
|---|
| **Marked as PO/ Contract/ Notice to Proceed on Company Letterhead**<br>(PO will not be processed without this) |
| **PO Number/ Contract Number** |
| **PO Date** |
| **Vendor = Motorola Solutions, Inc.** |
| **Payment (Billing) Terms/ State Contract Number** |
| **Bill-To Name on PO must be equal to the *Legal* Bill-To Name** |
| **Bill-To Address** |
| **Ship-To Address (If we are shipping to a MR location, it must be documented on PO)** |
| **Ultimate Address (If the Ship-To address is the MR location then the Ultimate Destination address must be documented on PO )** |
| **PO Amount must be equal to or greater than Order Total** |
| **Non-Editable Format (Word/ Excel templates cannot be accepted)** |
| **Bill To Contact Name & Phone # and EMAIL for customer accounts payable dept** |
| **Ship To Contact Name & Phone #** |
| **Tax Exemption Status** |
| **Signatures (As required)** |

Attachment: MELROSE FD 45-APX6000XE QUOTE-2067811-1 2-28-23 (APPRO-2023-17 : An Appropriation from Free Cash for Police and Fire

MOTOROLA SOLUTIONS

# Quote Number: QUOTE-1793012

CYBER CommInc.

**Billing Address:**
MELROSE POLICE DEPT, CITY OF
56 W FOSTER ST
MELROSE MA, 02176

**Quote Date:** 2023-02-28
**Expiration Date:** 2023-06-30

**Quote Created By:**
John Connolly

jconnolly@cybercomminc.com

**Customer:** MELROSE POLICE DEPT, CITY OF
**Contact Name:** Chief Kevin Faller
**Contact Email:** kfaller@cityofmelrose.org
**Contact Phone:** 781-665-1212

**Currency:** USD

**Terms and Conditions:** PSE01 / NET 45 DAYS

| Line # | Item Number | Description | Quantity | Unit List Price | Ext. List Price | Discount % | Discount $ | Unit Sale Price | Ext. Sale Pric |
|---|---|---|---|---|---|---|---|---|---|
| | GTR 8000 Base Radio | MELROSE POLICE REPEATER - MT HOOD | | | | | | | |
| 1 | T7039A | GTR 8000 BASE RADIO. | 1 | $0.00 | $0.00 | 0.00% | $0.00 | $0.00 | $0.0 |
| 1a | CA01253AA | INC: BR PRESELECTOR UHF 435-470 MHZ. | 1 | $0.00 | $0.00 | 0.00% | $0.00 | $0.00 | $0.0 |
| 1b | CA01130AA | INC: GTR UHF DUPLEXER 435-470 MHZ. | 1 | $0.00 | $0.00 | 0.00% | $0.00 | $0.00 | $0.0 |
| 1c | CA01948AA | ADD: DIGITAL CONVENTIONAL SOFTWARE. | 1 | $14,600.00 | $14,600.00 | 19.00% | $2,774.00 | $11,826.00 | $11,826.0 |
| 1d | CA01502AA | ADD: ASTRO 25 CONV SIMULCAST SW. | 1 | $1,000.00 | $1,000.00 | 19.00% | $190.00 | $810.00 | $810.0 |
| 1e | CA03678AA | ADD: ASTRO SYSTEM RELEASE 2021.1. | 1 | $0.00 | $0.00 | 0.00% | $0.00 | $0.00 | $0.0 |
| 1f | X265AP | ADD: BR PRESELECTOR 380-512 MHZ. | 1 | $500.00 | $500.00 | 19.00% | $95.00 | $405.00 | $405.0 |
| 1g | X182BZ | ADD: DUPLEXER, UHF. | 1 | $1,380.00 | $1,380.00 | 19.00% | $262.20 | $1,117.80 | $1,117.8 |
| 1h | X640AL | ADD: UHF R2 (435-524 MHZ). | 1 | $6,300.00 | $6,300.00 | 19.00% | $1,197.00 | $5,103.00 | $5,103.0 |
| 1i | CA02447AA | ADD: G-SERIES INDOOR CABINET 24RU. | 1 | $1,600.00 | $1,600.00 | 19.00% | $304.00 | $1,296.00 | $1,296.0 |
| | GTR 8000 Base Radio | MELROSE FIRE REPEATER - MT HOOD | | | | | | | |
| 2 | T7039A | GTR 8000 BASE RADIO. | 1 | $0.00 | $0.00 | 0.00% | $0.00 | $0.00 | $0.0 |
| 2a | CA01254AA | INC: BR PRESELECTOR UHF 470-512 MHZ. | 1 | $0.00 | $0.00 | 0.00% | $0.00 | $0.00 | $0.0 |
| 2b | CA01948AA | ADD: DIGITAL CONVENTIONAL SOFTWARE. | 1 | $14,600.00 | $14,600.00 | 19.00% | $2,774.00 | $11,826.00 | $11,826.0 |
| 2c | CA01502AA | ADD: ASTRO 25 CONV SIMULCAST SW. | 1 | $1,000.00 | $1,000.00 | 19.00% | $190.00 | $810.00 | $810.0 |
| 2d | CA03678AA | ADD: ASTRO SYSTEM RELEASE 2021.1. | 1 | $0.00 | $0.00 | 0.00% | $0.00 | $0.00 | $0.0 |
| 2e | X265AP | ADD: BR PRESELECTOR 380-512 MHZ. | 1 | $500.00 | $500.00 | 19.00% | $95.00 | $405.00 | $405.0 |
| 2f | CA01120AA | INC: GTR UHF DUPLEXER 470-494 MHZ. | 1 | $0.00 | $0.00 | 0.00% | $0.00 | $0.00 | $0.0 |
| 2g | X153AW | ADD: RACK MOUNT HARDWARE. | 1 | $50.00 | $50.00 | 19.00% | $9.50 | $40.50 | $40.5 |
| 2h | X182BZ | ADD: DUPLEXER, UHF. | 1 | $1,380.00 | $1,380.00 | 19.00% | $262.20 | $1,117.80 | $1,117.8 |
| 2i | X640AL | ADD: UHF R2 (435-524 MHZ). | 1 | $6,300.00 | $6,300.00 | 19.00% | $1,197.00 | $5,103.00 | $5,103.0 |
| | GTR 8000 Base Radio | MELROSE POLICE REPEATER - PDHQ | | | | | | | |
| 3 | T7039A | GTR 8000 BASE RADIO. | 1 | $0.00 | $0.00 | 0.00% | $0.00 | $0.00 | $0.0 |
| 3a | CA01253AA | INC: BR PRESELECTOR UHF 435-470 MHZ. | 1 | $0.00 | $0.00 | 0.00% | $0.00 | $0.00 | $0.0 |

Attachment: MELROSE PD & FD EL QUOTE-1793012 REV3 2-28-23 (APPRO-2023-17 : An Appropriation

| | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|
| 3b | CA01130AA | INC: GTR UHF DUPLEXER 435-470 MHZ. | 1 | $0.00 | $0.00 | 0.00% | $0.00 | $0.00 | $0.0 |
| 3c | CA01948AA | ADD: DIGITAL CONVENTIONAL SOFTWARE. | 1 | $14,600.00 | $14,600.00 | 19.00% | $2,774.00 | $11,826.00 | $11,826.0 |
| 3d | CA01502AA | ADD: ASTRO 25 CONV SIMULCAST SW. | 1 | $1,000.00 | $1,000.00 | 19.00% | $190.00 | $810.00 | $810.0 |
| 3e | CA03678AA | ADD: ASTRO SYSTEM RELEASE 2021.1. | 1 | $0.00 | $0.00 | 0.00% | $0.00 | $0.00 | $0.0 |
| 3f | X265AP | ADD: BR PRESELECTOR 380-512 MHZ. | 1 | $500.00 | $500.00 | 19.00% | $95.00 | $405.00 | $405.0 |
| 3g | X153AW | ADD: RACK MOUNT HARDWARE. | 1 | $50.00 | $50.00 | 19.00% | $9.50 | $40.50 | $40.5 |
| 3h | X182BZ | ADD: DUPLEXER, UHF. | 1 | $1,380.00 | $1,380.00 | 19.00% | $262.20 | $1,117.80 | $1,117.8 |
| 3i | X640AL | ADD: UHF R2 (435-524 MHZ). | 1 | $6,300.00 | $6,300.00 | 19.00% | $1,197.00 | $5,103.00 | $5,103.0 |
| | **GTR 8000 Base Radio** | **MELROSE FIRE REPEATER - FDHQ** | | | | | | | |
| 4 | T7039A | GTR 8000 BASE RADIO. | 1 | $0.00 | $0.00 | 0.00% | $0.00 | $0.00 | $0.0 |
| 4a | CA01254AA | INC: BR PRESELECTOR UHF 470-512 MHZ. | 1 | $0.00 | $0.00 | 0.00% | $0.00 | $0.00 | $0.0 |
| 4b | CA01948AA | ADD: DIGITAL CONVENTIONAL SOFTWARE. | 1 | $14,600.00 | $14,600.00 | 19.00% | $2,774.00 | $11,826.00 | $11,826.0 |
| 4c | CA01502AA | ADD: ASTRO 25 CONV SIMULCAST SW. | 1 | $1,000.00 | $1,000.00 | 19.00% | $190.00 | $810.00 | $810.0 |
| 4d | CA03678AA | ADD: ASTRO SYSTEM RELEASE 2021.1. | 1 | $0.00 | $0.00 | 0.00% | $0.00 | $0.00 | $0.0 |
| 4e | X265AP | ADD: BR PRESELECTOR 380-512 MHZ. | 1 | $500.00 | $500.00 | 19.00% | $95.00 | $405.00 | $405.0 |
| 4f | CA01120AA | INC: GTR UHF DUPLEXER 470-494 MHZ. | 1 | $0.00 | $0.00 | 0.00% | $0.00 | $0.00 | $0.0 |
| 4g | X153AW | ADD: RACK MOUNT HARDWARE. | 1 | $50.00 | $50.00 | 19.00% | $9.50 | $40.50 | $40.5 |
| 4h | X182BZ | ADD: DUPLEXER, UHF. | 1 | $1,380.00 | $1,380.00 | 19.00% | $262.20 | $1,117.80 | $1,117.8 |
| 4i | X640AL | ADD: UHF R2 (435-524 MHZ). | 1 | $6,300.00 | $6,300.00 | 19.00% | $1,197.00 | $5,103.00 | $5,103.0 |
| | **GPW 8000 Receiver** | **MELROSE PD & FD - ALL RX SITES** | | | | | | | |
| 5 | T7540A | GPW 8000 RECEIVER. | 6 | $1,000.00 | $6,000.00 | 19.00% | $190.00 | $810.00 | $4,860.0 |
| 5a | X302AR | ADD: QTY 2 GPW 8000 RECEIVER. | 6 | $800.00 | $4,800.00 | 19.00% | $152.00 | $648.00 | $3,888.0 |
| 5b | CA01948AB | ADD: CONVENTIONAL SOFTWARE R/X ONLY. | 12 | $2,000.00 | $24,000.00 | 19.00% | $380.00 | $1,620.00 | $19,440.0 |
| 5c | CA00290AB | INC: UHF 435-524 8000 TRANSCEIVER. | 12 | $0.00 | $0.00 | 0.00% | $0.00 | $0.00 | $0.0 |
| 5d | CA03678AA | ADD: ASTRO SYSTEM RELEASE 2021.1. | 6 | $0.00 | $0.00 | 0.00% | $0.00 | $0.00 | $0.0 |
| 5e | X153AW | ADD: RACK MOUNT HARDWARE. | 6 | $50.00 | $300.00 | 19.00% | $9.50 | $40.50 | $243.0 |
| 5f | X640AN | ADD: UHF R2 (435-524 MHZ). | 12 | $3,200.00 | $38,400.00 | 19.00% | $608.00 | $2,592.00 | $31,104.0 |
| 5g | X465AB | ADD : RX SPLITTER. | 6 | $250.00 | $1,500.00 | 19.00% | $47.50 | $202.50 | $1,215.0 |
| | **GPW 8000 Receiver** | **MELROSE CITY CH - MW HOSP., ROOSEVELT, FULLER HOUSE & 2 WASHINGTON ST** | | | | | | | |
| 6 | T7540A | GPW 8000 RECEIVER. | 4 | $1,000.00 | $4,000.00 | 19.00% | $190.00 | $810.00 | $3,240.0 |
| 6a | X301AR | ADD: QTY 1 GPW 8000 RECEIVER. | 4 | $0.00 | $0.00 | 0.00% | $0.00 | $0.00 | $0.0 |
| 6b | CA01948AB | ADD: CONVENTIONAL SOFTWARE R/X ONLY. | 4 | $2,000.00 | $8,000.00 | 19.00% | $380.00 | $1,620.00 | $6,480.0 |
| 6c | CA00290AB | INC: UHF 435-524 8000 TRANSCEIVER. | 4 | $0.00 | $0.00 | 0.00% | $0.00 | $0.00 | $0.0 |
| 6d | CA03678AA | ADD: ASTRO SYSTEM RELEASE 2021.1. | 4 | $0.00 | $0.00 | 0.00% | $0.00 | $0.00 | $0.0 |
| 6e | X640AN | ADD: UHF R2 (435-524 MHZ). | 4 | $3,200.00 | $12,800.00 | 19.00% | $608.00 | $2,592.00 | $10,368.0 |
| 6f | CA02446AA | ADD: G-SERIES INDOOR CABINET 15RU. | 4 | $1,250.00 | $5,000.00 | 19.00% | $237.50 | $1,012.50 | $4,050.0 |
| | **GRV 8000** | **MELROSE POLICE - COMPARATOR** | | | | | | | |
| 7 | T8341A | GRV 8000 COMPARATOR. | 1 | $3,000.00 | $3,000.00 | 19.00% | $570.00 | $2,430.00 | $2,430.0 |
| 7a | CA03317AA | ADD: DIGITAL CONV SIMULCAST SOFTWARE. | 1 | $3,000.00 | $3,000.00 | 19.00% | $570.00 | $2,430.00 | $2,430.0 |
| 7b | X153AW | ADD: RACK MOUNT HARDWARE. | 1 | $50.00 | $50.00 | 19.00% | $9.50 | $40.50 | $40.5 |
| 7c | CA03678AA | ADD: ASTRO SYSTEM RELEASE 2021.1. | 1 | $0.00 | $0.00 | 0.00% | $0.00 | $0.00 | $0.0 |
| 7d | CA03320AA | ADD: ASTRO 25 CONVENTIONAL SOFTWARE. | 1 | $10,500.00 | $10,500.00 | 19.00% | $1,995.00 | $8,505.00 | $8,505.0 |
| 7e | CA03084AA | ADD: COMPARATOR. | 1 | $2,500.00 | $2,500.00 | 19.00% | $475.00 | $2,025.00 | $2,025.0 |

Attachment: MELROSE PD & FD EL QUOTE-1793012 REV3 2-28-23 (APPRO-2023-17 : An Appropriation

| | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|
| | **GRV 8000** | **MELROSE FIRE - COMPARATOR** | | | | | | | |
| 8 | T8341A | GRV 8000 COMPARATOR. | 1 | $3,000.00 | $3,000.00 | 19.00% | $570.00 | $2,430.00 | $2,430.0 |
| 8a | CA03317AA | ADD: DIGITAL CONV SIMULCAST SOFTWARE. | 1 | $3,000.00 | $3,000.00 | 19.00% | $570.00 | $2,430.00 | $2,430.0 |
| 8b | CA03678AA | ADD: ASTRO SYSTEM RELEASE 2021.1. | 1 | $0.00 | $0.00 | 0.00% | $0.00 | $0.00 | $0.0 |
| 8c | CA03320AA | ADD: ASTRO 25 CONVENTIONAL SOFTWARE. | 1 | $10,500.00 | $10,500.00 | 19.00% | $1,995.00 | $8,505.00 | $8,505.0 |
| 8d | CA03084AA | ADD: COMPARATOR. | 1 | $2,500.00 | $2,500.00 | 19.00% | $475.00 | $2,025.00 | $2,025.0 |
| | **APX™ Consolette** | **BAPERN - NW TAC, AW3, PD & MUTUAL AID** | | | | | | | |
| 9 | L37TSS9PW1AN | ALL BAND CONSOLETTE | 4 | $9,551.00 | $38,204.00 | 25.00% | $2,387.75 | $7,163.25 | $28,653.0 |
| 9a | G48BB | ENH: CONVENTIONAL OPERATION APX. | 4 | $880.00 | $3,520.00 | 25.00% | $220.00 | $660.00 | $2,640.0 |
| 9b | CA01598AB | ADD: AC LINE CORD US. | 4 | $0.00 | $0.00 | 0.00% | $0.00 | $0.00 | $0.0 |
| 9c | GA05507AA | DEL: DELETE 7/800MHZ BAND. | 4 | -$800.00 | -$3,200.00 | 25.00% | -$200.00 | -$600.00 | -$2,400.0 |
| 9d | GA05508AA | DEL: DELETE VHF BAND. | 4 | -$800.00 | -$3,200.00 | 25.00% | -$200.00 | -$600.00 | -$2,400.0 |
| 9e | G78AR | ADD: 3Y ESSENTIAL SERVICE. | 4 | $176.00 | $704.00 | 0.00% | $0.00 | $176.00 | $704.0 |
| 9f | L999AG | ADD: FULL FP W/E5/KEYPAD/CLOCK/VU. | 4 | $868.00 | $3,472.00 | 25.00% | $217.00 | $651.00 | $2,604.0 |
| 9g | G843AH | ADD: AES ENCRYPTION AND ADP. | 4 | $523.00 | $2,092.00 | 25.00% | $130.75 | $392.25 | $1,569.0 |
| 9h | G806BL | ENH: ASTRO DIGITAL CAI OP APX. | 4 | $567.00 | $2,268.00 | 25.00% | $141.75 | $425.25 | $1,701.0 |
| 9i | W969BG | ADD: MULTIKEY OPERATION. | 4 | $363.00 | $1,452.00 | 25.00% | $90.75 | $272.25 | $1,089.0 |
| 9j | W382AM | ADD: CONTROL STATION DESK GCAI MIC. | 1 | $186.00 | $186.00 | 25.00% | $46.50 | $139.50 | $139.5 |
| 10 | HKN6233C | APX CONSOLETTE RACK MOUNT KIT. | 4 | $200.00 | $800.00 | 25.00% | $50.00 | $150.00 | $600.0 |
| | GRV 8000 | | | | | | | | |
| 11 | **GRV 8000** | **MELROSE CITY CH - COMPARATOR** | 1 | $3,000.00 | $3,000.00 | 19.00% | $570.00 | $2,430.00 | $2,430.0 |
| 11a | CA03317AA | ADD: DIGITAL CONV SIMULCAST SOFTWARE. | 1 | $3,000.00 | $3,000.00 | 19.00% | $570.00 | $2,430.00 | $2,430.0 |
| 11b | X153AW | ADD: RACK MOUNT HARDWARE. | 1 | $50.00 | $50.00 | 19.00% | $9.50 | $40.50 | $40.5 |
| 11c | CA03678AA | ADD: ASTRO SYSTEM RELEASE 2021.1. | 1 | $0.00 | $0.00 | 0.00% | $0.00 | $0.00 | $0.0 |
| 11d | CA03320AA | ADD: ASTRO 25 CONVENTIONAL SOFTWARE. | 1 | $10,500.00 | $10,500.00 | 19.00% | $1,995.00 | $8,505.00 | $8,505.0 |
| 11e | CA03084AA | ADD: COMPARATOR. | 1 | $2,500.00 | $2,500.00 | 19.00% | $475.00 | $2,025.00 | $2,025.0 |
| | **APX™ Consolette** | **METRO FIRE CHANNELS & MELROSE PD** | | | | | | | |
| 12 | L37TSS9PW1AN | ALL BAND CONSOLETTE. | 5 | $9,551.00 | $47,755.00 | 25.00% | $2,387.75 | $7,163.25 | $35,816.2 |
| 12a | G90AC | ADD: NO MICROPHONE NEEDED APX. | 5 | $0.00 | $0.00 | 0.00% | $0.00 | $0.00 | $0.0 |
| 12b | G48BB | ENH: CONVENTIONAL OPERATION APX. | 5 | $880.00 | $4,400.00 | 25.00% | $220.00 | $660.00 | $3,300.0 |
| 12c | CA01598AB | ADD: AC LINE CORD US. | 5 | $0.00 | $0.00 | 0.00% | $0.00 | $0.00 | $0.0 |
| 12d | GA05507AA | DEL: DELETE 7/800MHZ BAND. | 5 | -$800.00 | -$4,000.00 | 25.00% | -$200.00 | -$600.00 | -$3,000.0 |
| 12e | GA05508AA | DEL: DELETE VHF BAND. | 5 | -$800.00 | -$4,000.00 | 25.00% | -$200.00 | -$600.00 | -$3,000.0 |
| 12f | G78AR | ADD: 3Y ESSENTIAL SERVICE. | 5 | $176.00 | $880.00 | 0.00% | $0.00 | $176.00 | $880.0 |
| 12g | L999AG | ADD: FULL FP W/E5/KEYPAD/CLOCK/VU. | 5 | $868.00 | $4,340.00 | 25.00% | $217.00 | $651.00 | $3,255.0 |
| 12h | G843AH | ADD: AES ENCRYPTION AND ADP. | 5 | $523.00 | $2,615.00 | 25.00% | $130.75 | $392.25 | $1,961.2 |
| 12i | G806BL | ENH: ASTRO DIGITAL CAI OP APX. | 5 | $567.00 | $2,835.00 | 25.00% | $141.75 | $425.25 | $2,126.2 |
| 12j | W969BG | ADD: MULTIKEY OPERATION. | 5 | $363.00 | $1,815.00 | 25.00% | $90.75 | $272.25 | $1,361.2 |
| 13 | HKN6233C | APX CONSOLETTE RACK MOUNT KIT. | 5 | $200.00 | $1,000.00 | 25.00% | $50.00 | $150.00 | $750.0 |
| | **APX™ 6500 / Enh Series** | **DISPATCH EMERGENCY RADIO** | | | | | | | |
| 14 | M25SSS9PW1AN | APX6500 UHF R2 MID POWER MOBILE. | 1 | $2,896.00 | $2,896.00 | 25.00% | $724.00 | $2,172.00 | $2,172.0 |
| 14a | G806BE | ADD: ASTRO DIGITAL CAI OPERATION. | 1 | $567.00 | $567.00 | 25.00% | $141.75 | $425.25 | $425.2 |
| 14b | GA00235AA | ADD: NO GPS ANTENNA NEEDED APX. | 1 | $0.00 | $0.00 | 0.00% | $0.00 | $0.00 | $0.0 |
| 14c | G48BD | ENH: CONVENTIONAL OPERATION APX6500. | 1 | $550.00 | $550.00 | 25.00% | $137.50 | $412.50 | $412.5 |

Attachment: MELROSE PD & FD EL QUOTE-1793012 REV3 2-28-23 (APPRO-2023-17 : An Appropriation

| | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|
| 14d | G628AC | ADD: REMOTE MOUNT CABLE 17 FT APX. | 2 | $17.00 | $34.00 | 25.00% | $4.25 | $12.75 | $25.5 |
| 14e | G142AD | ADD: NO SPEAKER APX. | 2 | $0.00 | $0.00 | 0.00% | $0.00 | $0.00 | $0.0 |
| 14f | G78AT | ENH: 3 YEAR ESSENTIAL SVC. | 1 | $176.00 | $176.00 | 0.00% | $0.00 | $176.00 | $176.0 |
| 14g | G67BZ | ADD: REMOTE MOUNT 02 CH MID POWER. | 1 | $327.00 | $327.00 | 25.00% | $81.75 | $245.25 | $245.2 |
| 14h | G843AH | ADD: AES ENCRYPTION AND ADP. | 1 | $523.00 | $523.00 | 25.00% | $130.75 | $392.25 | $392.2 |
| 14i | GA00092AL | ADD: APX DUAL-CONTROL HARDWARE (O2 GREY). | 1 | $627.00 | $627.00 | 25.00% | $156.75 | $470.25 | $470.2 |
| 14j | GA00804AA | ADD: APX O2 CH (GREY). | 1 | $541.00 | $541.00 | 25.00% | $135.25 | $405.75 | $405.7 |
| 14k | G89AC | ADD: NO RF ANTENNA NEEDED. | 1 | $0.00 | $0.00 | 0.00% | $0.00 | $0.00 | $0.0 |
| 14l | G444AE | ADD: APX CONTROL HEAD SOFTWARE. | 1 | $0.00 | $0.00 | 0.00% | $0.00 | $0.00 | $0.0 |
| 14m | W22BA | ADD: STD PALM MICROPHONE APX. | 2 | $79.00 | $158.00 | 25.00% | $19.75 | $59.25 | $118.5 |
| 14n | W969BG | ADD: MULTIKEY OPERATION. | 1 | $363.00 | $363.00 | 25.00% | $90.75 | $272.25 | $272.2 |
| 15 | HPN4007D | POWER SUPPLY 14V 15A UNI 110/240 VAC US PLUG. | 1 | $319.68 | $319.68 | 31.00% | $99.10 | $220.58 | $220.5 |

| | |
|---|---|
| **Net Total** | **$293,289.2** |
| **Estimated Tax** | **$0.0** |
| **Estimated Freight** | **$0.0** |
| **Grand Total** | **$293,289.2** |

Attachment: MELROSE PD & FD EL QUOTE-1793012 REV3 2-28-23 (APPRO-2023-17 : An Appropriation

***MELROSE POLICE & FIRE DEPARTMENTS***
***56 WEST FOSTER STREET***
***MELROSE, MA 02176***
***ATTN. CHIEF KEVIN FALLER & CHIEF ED COLLINO***
***PHONE: (781) 665-1212***

**Cyber Communications, Inc.**
**56 Holton Street**
**Woburn, MA 01801**
**781-647-1010**

***DATE: FEBRUARY 28, 2023***

**SALES PERSON: JOHN CONNOLLY**

| QTY | NOMENCLATURE | MOTOROLA SIMULCAST RADIO SYSTEM | UNIT LIST (DUP) | EXT LIST (DUP) | PSE01 UNIT | PSE01 EXTENDED |
|---|---|---|---|---|---|---|
| | | | | | | |
| | | **MELROSE POLICE & FIRE & CITY SIMULCAST RADIO SYSTEM** | | | | |
| | | | | | | |
| | | ***MT HOOD SIMULCAST - POLICE & FIRE*** | | | | |
| 1 | THN1012A | 7' EQUIPMENT RACK | $ 1,489.00 | $ 1,489.00 | $ 1,310.32 | $ 1,310.3 |
| 4 | 0784469Y02 | CABLE MANAGEMENT | $ 125.00 | $ 500.00 | $ 110.00 | $ 440.0 |
| 1 | 3182602Y06 | VERTICAL GROUND BAR | $ 98.00 | $ 98.00 | $ 86.24 | $ 86.2 |
| 2 | 2983724Y01 | LUG NUTS AND MISCELLANEOUS HARDWARE | $ 75.00 | $ 150.00 | $ 66.00 | $ 132.0 |
| 1 | ALPHA UPS | HEAVY DUTY UPS AND BATTERIES FOR TRANSMIT SITE | $ 4,320.00 | $ 4,320.00 | $ 3,801.60 | $ 3,801.6 |
| 1 | ARUBA 2930F SW | 24G POE +4 SFP SWITCH 24 PORT MANAGABLE | $ 3,600.00 | $ 3,600.00 | $ 3,168.00 | $ 3,168.0 |
| 2 | | MISCELLANEOUS HARDWARE, GROUNDING | $ 350.00 | $ 700.00 | $ 308.00 | $ 616.0 |
| 1 | 2402-013 | OROLIA SPECTRACOM SECURESYNC GPS MASTER OSCILLATOR W/AC CORD | $ 6,383.00 | $ 6,383.00 | $ 5,617.04 | $ 5,617.0 |
| 1 | 1204-17 | OROLIA SPECTRACOM OPTION CARD WITH COMPOSITE OUTPUTS | $ 1,728.00 | $ 1,728.00 | $ 1,520.64 | $ 1,520.6 |
| 1 | 8230 | OROLIA SPECTRACOM GPS ANTENNA AND BRACKET | $ 437.00 | $ 437.00 | $ 384.56 | $ 384.5 |
| 1 | 8226 | OROLIA SPECTRACOM ANTENNA LINE SURGE PROTECTOR | $ 454.00 | $ 454.00 | $ 399.52 | $ 399.5 |
| | | ***MT HOOD ANTENNA SYSTEM - POLICE & FIRE & CITY*** | | | | |
| 2 | COL45-490 | RFI UHF (470-490 MHz) 7dBd OMNIDIRECTIONAL ANTENNA | $ 1,130.00 | $ 2,260.00 | $ 994.40 | $ 1,988.8 |
| 1 | COL45-470 | RFI UHF (450-470 MHz) 7dBd OMNIDIRECTIONAL ANTENNA | $ 1,130.00 | $ 1,130.00 | $ 994.40 | $ 994.4 |
| 30 | L1705 | LDF4-50A CABLE: 1/2" LDF HELIAX POLY JKT PER FOOT | $ 2.98 | $ 89.40 | $ 2.62 | $ 78.6 |
| 3 | DDN1090 | L4TDM-PSA 7-16 DIN MALE PS FOR 1/2 IN CABLE | $ 28.50 | $ 85.50 | $ 25.08 | $ 75.2 |
| 9 | TDN9289 | 221213 CABLE WRAP WEATHERPROOFING | $ 19.00 | $ 171.00 | $ 16.72 | $ 150.4 |
| 600 | DSAVA550 | AVA5-50, COAXIAL CABLE, CORRUGATED COPPER,7/8 IN, BLACK PE JACKET | $ 4.35 | $ 2,610.00 | $ 3.83 | $ 2,296.8 |
| 6 | DSA5DFD | D-CLASS 7-16 DIN FEMALE FOR AVA5-50 CABLE | $ 26.25 | $ 157.50 | $ 23.10 | $ 138.6 |
| 6 | DSSG7812B2U | SG78-12B2U SUREGROUND GROUNDING KIT FOR 7/8 IN COAXIAL CABLE | $ 25.75 | $ 154.50 | $ 22.66 | $ 135.9 |
| 3 | LP-BTR-NMS | TIMES MICROWAVE SURGE PROTECTOR | $ 89.00 | $ 267.00 | $ 78.32 | $ 234.9 |
| 1 | ANT WORK | ANTENNA INSTALLATION AT MT HOOD INCLUDES LABOR, MOUNTING | | | $ 16,510.00 | $ 16,510.0 |
| | | HARDWARE - NON-PREVAILING WAGE | | | | |
| | | | | | | |
| | | ***POLICE STATION SIMULCAST - POLICE & FIRE & CITY*** | | | | |
| 1 | ALPHA UPS | HEAVY DUTY UPS AND BATTERIES FOR TRANSMIT SITE | $ 4,320.00 | $ 4,320.00 | $ 3,801.60 | $ 3,801.6 |
| 3 | ARUBA 2930F SW | 24G POE +4 SFP SWITCH 24 PORT MANAGABLE | $ 2,600.00 | $ 7,800.00 | $ 2,288.00 | $ 6,864.0 |
| 1 | MISC | MISCELLANEOUS HARDWARE, GROUNDING | $ 350.00 | $ 350.00 | $ 308.00 | $ 308.0 |
| 1 | 2402-013 | OROLIA SPECTRACOM SECURESYNC GPS MASTER OSCILLATOR W/AC CORD | $ 6,383.00 | $ 6,383.00 | $ 5,617.04 | $ 5,617.0 |
| 1 | 1204-17 | OROLIA SPECTRACOM OPTION CARD WITH COMPOSITE OUTPUTS | $ 1,728.00 | $ 1,728.00 | $ 1,520.64 | $ 1,520.6 |
| 1 | 8230 | OROLIA SPECTRACOM GPS ANTENNA AND BRACKET | $ 437.00 | $ 437.00 | $ 384.56 | $ 384.5 |
| 1 | 8226 | OROLIA SPECTRACOM ANTENNA LINE SURGE PROTECTOR | $ 454.00 | $ 454.00 | $ 399.52 | $ 399.52 |

Attachment: MELROSE SIMULCAST RADIO SYSTEM REV3 2-28-23 (APPRO-2023-17 : An Appropriation

| | | | | | | |
|---|---|---|---|---|---|---|
| | | ***POLICE STATION ANTENNA SYSTEM - POLICE & FIRE & CITY*** | | | | |
| 1 | CS4552-0805 | RFI HYBRID CONTROL STATION COMBINER - UHF (450-520 MHZ) - 8 PORT | $ 17,480.00 | $ 17,480.00 | $ 15,382.40 | $ 15,382.4 |
| 2 | ANT480F2 | TELEWAVE ANT480F2 UHF (450-512 MHZ) 2.5 DB ANTENNA | $ 987.00 | $ 1,974.00 | $ 908.04 | $ 1,816.0 |
| 1 | COL45-470 | RFI UHF (450-470 MHz) 7dBd OMNIDIRECTIONAL ANTENNA | $ 1,130.00 | $ 1,130.00 | $ 994.40 | $ 994.4 |
| 300 | L1705 | LDF4-50A CABLE: 1/2" LDF HELIAX POLY JKT PER FOOT | $ 2.98 | $ 894.00 | $ 2.62 | $ 786.7 |
| 6 | DDN1090 | L4TDM-PSA 7-16 DIN MALE PS FOR 1/2 IN CABLE | $ 28.50 | $ 171.00 | $ 25.08 | $ 150.4 |
| 12 | TDN9289 | 221213 CABLE WRAP WEATHERPROOFING | $ 19.00 | $ 228.00 | $ 16.72 | $ 200.6 |
| 1 | ANT WORK | ANTENNA INSTALLATION AT PDHQ INCLUDES LABOR, MOUNTING | | | $ 7,230.00 | $ 7,230.0 |
| | | HARDWARE - NON-PREVAILING WAGE | | | | |
| | | | | | | |
| | | ***FIRE STATION SIMULCAST - POLICE & FIRE & CITY*** | | | | |
| 1 | THN1012A | 7' EQUIPMENT RACK | $ 1,489.00 | $ 1,489.00 | $ 1,310.32 | $ 1,310.3 |
| 4 | 0784469Y02 | CABLE MANAGEMENT | $ 125.00 | $ 500.00 | $ 110.00 | $ 440.0 |
| 1 | 3182602Y06 | VERTICAL GROUND BAR | $ 98.00 | $ 98.00 | $ 86.24 | $ 86.2 |
| 2 | 2983724Y01 | LUG NUTS AND MISCELLANEOUS HARDWARE | $ 75.00 | $ 150.00 | $ 66.00 | $ 132.0 |
| 1 | ALPHA UPS | HEAVY DUTY UPS AND BATTERIES FOR TRANSMIT SITE | $ 4,320.00 | $ 4,320.00 | $ 3,801.60 | $ 3,801.6 |
| 1 | ARUBA 2930F SW | 24G POE +4 SFP SWITCH 24 PORT MANAGABLE | $ 2,600.00 | $ 2,600.00 | $ 2,288.00 | $ 2,288.0 |
| 1 | MISC | MISCELLANEOUS HARDWARE, GROUNDING | $ 350.00 | $ 350.00 | $ 308.00 | $ 308.0 |
| 1 | 2402-013 | OROLIA SPECTRACOM SECURESYNC GPS MASTER OSCILLATOR W/AC CORD | $ 6,383.00 | $ 6,383.00 | $ 5,617.04 | $ 5,617.0 |
| 1 | 1204-17 | OROLIA SPECTRACOM OPTION CARD WITH COMPOSITE OUTPUTS | $ 1,728.00 | $ 1,728.00 | $ 1,520.64 | $ 1,520.6 |
| 1 | 8230 | OROLIA SPECTRACOM GPS ANTENNA AND BRACKET | $ 437.00 | $ 437.00 | $ 384.56 | $ 384.5 |
| 1 | 8226 | OROLIA SPECTRACOM ANTENNA LINE SURGE PROTECTOR | $ 454.00 | $ 454.00 | $ 399.52 | $ 399.5 |
| 1 | CS4552-0805 | RFI HYBRID CONTROL STATION COMBINER - UHF (450-520 MHZ) - 8 PORT | $ 17,480.00 | $ 17,480.00 | $ 15,382.40 | $ 15,382.4 |
| | | ***FIRE STATION ANTENNA SYSTEM*** | | | | |
| 3 | COL45-490 | RFI UHF (470-490 MHz) 7dBd OMNIDIRECTIONAL ANTENNA | $ 1,130.00 | $ 3,390.00 | $ 994.40 | $ 2,983.2 |
| 40 | L1705 | LDF4-50A CABLE: 1/2" LDF HELIAX POLY JKT PER FOOT | $ 2.98 | $ 119.20 | $ 2.77 | $ 110.8 |
| 4 | DDN1090 | L4TDM-PSA 7-16 DIN MALE PS FOR 1/2 IN CABLE | $ 28.50 | $ 114.00 | $ 26.51 | $ 106.0 |
| 12 | TDN9289 | 221213 CABLE WRAP WEATHERPROOFING | $ 19.00 | $ 228.00 | $ 16.72 | $ 200.6 |
| 400 | DSAVA550 | AVA5-50, COAXIAL CABLE, CORRUGATED COPPER,7/8 IN, BLACK PE JACKET | $ 4.35 | $ 1,740.00 | $ 3.83 | $ 1,531.2 |
| 8 | DSA5DFD | D-CLASS 7-16 DIN FEMALE FOR AVA5-50 CABLE | $ 26.25 | $ 210.00 | $ 23.10 | $ 184.8 |
| 8 | DSSG7812B2U | SG78-12B2U SUREGROUND GROUNDING KIT FOR 7/8 IN COAXIAL CABLE | $ 25.75 | $ 206.00 | $ 22.66 | $ 181.2 |
| 4 | LP-BTR-NMS | TIMES MICROWAVE SURGE PROTECTOR | $ 89.00 | $ 356.00 | $ 78.32 | $ 313.2 |
| 1 | ANT WORK | ANTENNA INSTALLATION AT FDHQ INCLUDES LABOR, MOUNTING | | | $ 15,120.00 | $ 15,120.0 |
| | | HARDWARE - NON-PREVAILING WAGE | | | | |
| | | | | | | |
| | | ***STEELE HOUSE RECEIVE SITE - POLICE & FIRE & CITY*** | | | | |
| 1 | ALPHA UPS | HEAVY DUTY UPS AND BATTERIES FOR RECEIVER SITE | $ 4,320.00 | $ 4,320.00 | $ 3,801.60 | $ 3,801.6 |
| 1 | | MISCELLANEOUS HARDWARE, GROUNDING | $ 350.00 | $ 350.00 | $ 308.00 | $ 308.0 |
| 1 | ARUBA 2930F SW | 24G POE +4 SFP SWITCH 24 PORT MANAGABLE | $ 3,600.00 | $ 3,600.00 | $ 3,168.00 | $ 3,168.0 |
| | | ***STEELE HOUSE ANTENNA SYSTEM*** | | | | |
| 1 | COL45-490 | RFI UHF (470-490 MHz) 7dBd OMNIDIRECTIONAL ANTENNA | $ 1,130.00 | $ 1,130.00 | $ 994.40 | $ 994.4 |
| 10 | L1705 | LDF4-50A CABLE: 1/2" LDF HELIAX POLY JKT PER FOOT | $ 2.98 | $ 29.80 | $ 2.77 | $ 27.7 |
| 1 | DDN1090 | L4TDM-PSA 7-16 DIN MALE PS FOR 1/2 IN CABLE | $ 28.50 | $ 28.50 | $ 26.51 | $ 26.5 |
| 3 | TDN9289 | 221213 CABLE WRAP WEATHERPROOFING | $ 19.00 | $ 57.00 | $ 16.72 | $ 50.1 |
| 50 | DSAVA550 | AVA5-50, COAXIAL CABLE, CORRUGATED COPPER,7/8 IN, BLACK PE JACKET | $ 4.35 | $ 217.50 | $ 3.83 | $ 191.4 |
| 2 | DSA5DFD | D-CLASS 7-16 DIN FEMALE FOR AVA5-50 CABLE | $ 26.25 | $ 52.50 | $ 23.10 | $ 46.2 |
| 2 | DSSG7812B2U | SG78-12B2U SUREGROUND GROUNDING KIT FOR 7/8 IN COAXIAL CABLE | $ 25.75 | $ 51.50 | $ 22.66 | $ 45.3 |

Attachment: MELROSE SIMULCAST RADIO SYSTEM REV3 2-28-23 (APPRO-2023-17 : An Appropriation

| | | | | | | |
|---|---|---|---|---|---|---|
| 2 | LP-BTR-NMS | TIMES MICROWAVE SURGE PROTECTOR | $ 89.00 | $ 178.00 | $ 78.32 | $ 156.64 |
| 1 | ANT WORK | ANTENNA INSTALLATION AT STEELE HOUSE INCLUDES LABOR, MOUNTING | | | $ 7,760.00 | $ 7,760.0 |
| | | HARDWARE - NON-PREVAILING WAGE | | | | |
| | | | | | | |
| | | ***LINCOLN SCHOOL RECEIVE SITE - POLICE & FIRE & CITY*** | | | | |
| 3 | ALPHA UPS | HEAVY DUTY UPS AND BATTERIES FOR RECEIVER SITE | $ 4,320.00 | $ 12,960.00 | $ 3,801.60 | $ 11,404.8 |
| 1 | | MISCELLANEOUS HARDWARE, GROUNDING | $ 350.00 | $ 350.00 | $ 308.00 | $ 308.0 |
| 1 | ARUBA 2930F SW | 24G POE +4 SFP SWITCH 24 PORT MANAGABLE | $ 3,600.00 | $ 3,600.00 | $ 3,168.00 | $ 3,168.0 |
| | | ***LINCOLN SCHOOL ANTENNA SYSTEM*** | | | | |
| 1 | COL45-490 | RFI UHF (470-490 MHz) 7dBd OMNIDIRECTIONAL ANTENNA | $ 1,130.00 | $ 1,130.00 | $ 994.40 | $ 994.4 |
| 10 | L1705 | LDF4-50A CABLE: 1/2" LDF HELIAX POLY JKT PER FOOT | $ 2.98 | $ 29.80 | $ 2.77 | $ 27.7 |
| 1 | DDN1090 | L4TDM-PSA 7-16 DIN MALE PS FOR 1/2 IN CABLE | $ 28.50 | $ 28.50 | $ 26.51 | $ 26.5 |
| 3 | TDN9289 | 221213 CABLE WRAP WEATHERPROOFING | $ 19.00 | $ 57.00 | $ 16.72 | $ 50.1 |
| 150 | DSAVA550 | AVA5-50, COAXIAL CABLE, CORRUGATED COPPER,7/8 IN, BLACK PE JACKET | $ 4.35 | $ 652.50 | $ 3.83 | $ 574.2 |
| 2 | DSA5DFD | D-CLASS 7-16 DIN FEMALE FOR AVA5-50 CABLE | $ 26.25 | $ 52.50 | $ 23.10 | $ 46.2 |
| 2 | DSSG7812B2U | SG78-12B2U SUREGROUND GROUNDING KIT FOR 7/8 IN COAXIAL CABLE | $ 25.75 | $ 51.50 | $ 22.66 | $ 45.3 |
| 2 | LP-BTR-NMS | TIMES MICROWAVE SURGE PROTECTOR | $ 89.00 | $ 178.00 | $ 78.32 | $ 156.6 |
| 1 | ANT WORK | ANTENNA INSTALLATION AT LINCOLN SCHOOL INCLUDES LABOR, MOUNTING | | | $ 16,680.00 | $ 16,680.0 |
| | | HARDWARE - NON-PREVAILING WAGE | | | | |
| | | | | | | |
| | | ***MELROSE/WAKEFIELD HOSPITAL RECEIVE SITE - POLICE & FIRE & CITY*** | | | | |
| 1 | ALPHA UPS | HEAVY DUTY UPS AND BATTERIES FOR RECEIVER SITE | $ 4,320.00 | $ 4,320.00 | $ 3,801.60 | $ 3,801.6 |
| 1 | | MISCELLANEOUS HARDWARE, GROUNDING | $ 350.00 | $ 350.00 | $ 308.00 | $ 308.0 |
| 1 | ARUBA 2930F SW | 24G POE +4 SFP SWITCH 24 PORT MANAGABLE | $ 2,600.00 | $ 2,600.00 | $ 2,288.00 | $ 2,288.0 |
| 1 | THN1012A | 7' EQUIPMENT RACK | $ 1,489.00 | $ 1,489.00 | $ 1,310.32 | $ 1,310.3 |
| 4 | 0784469Y02 | CABLE MANAGEMENT | $ 125.00 | $ 500.00 | $ 110.00 | $ 440.0 |
| 1 | 3182602Y06 | VERTICAL GROUND BAR | $ 98.00 | $ 98.00 | $ 86.24 | $ 86.2 |
| 2 | 2983724Y01 | LUG NUTS AND MISCELLANEOUS HARDWARE | $ 75.00 | $ 150.00 | $ 66.00 | $ 132.0 |
| | | ***MELROSE/WAKEFIELD HOSPITAL ANTENNA SYSTEM*** | | | | |
| 1 | COL45-490 | RFI UHF (470-490 MHz) 7dBd OMNIDIRECTIONAL ANTENNA | $ 1,130.00 | $ 1,130.00 | $ 994.40 | $ 994.4 |
| 10 | L1705 | LDF4-50A CABLE: 1/2" LDF HELIAX POLY JKT PER FOOT | $ 2.98 | $ 29.80 | $ 2.77 | $ 27.7 |
| 1 | DDN1090 | L4TDM-PSA 7-16 DIN MALE PS FOR 1/2 IN CABLE | $ 28.50 | $ 28.50 | $ 26.51 | $ 26.5 |
| 3 | TDN9289 | 221213 CABLE WRAP WEATHERPROOFING | $ 19.00 | $ 57.00 | $ 16.72 | $ 50.1 |
| 150 | DSAVA550 | AVA5-50, COAXIAL CABLE, CORRUGATED COPPER,7/8 IN, BLACK PE JACKET | $ 4.35 | $ 652.50 | $ 3.83 | $ 574.2 |
| 2 | DSA5DFD | D-CLASS 7-16 DIN FEMALE FOR AVA5-50 CABLE | $ 26.25 | $ 52.50 | $ 23.10 | $ 46.2 |
| 2 | DSSG7812B2U | SG78-12B2U SUREGROUND GROUNDING KIT FOR 7/8 IN COAXIAL CABLE | $ 25.75 | $ 51.50 | $ 22.66 | $ 45.3 |
| 2 | LP-BTR-NMS | TIMES MICROWAVE SURGE PROTECTOR | $ 89.00 | $ 178.00 | $ 78.32 | $ 156.6 |
| 1 | ANT WORK | ANTENNA INSTALLATION AT M/W HOSPITAL INCLUDES LABOR, MOUNTING | | | $ 11,095.00 | $ 11,095.0 |
| | | HARDWARE - NON-PREVAILING WAGE | | | | |
| | | | | | | |
| | | ***ROOSEVELT SCHOOL RECEIVE SITE - POLICE & FIRE & CITY*** | | | | |
| 1 | ALPHA UPS | HEAVY DUTY UPS AND BATTERIES FOR RECEIVER SITE | $ 4,320.00 | $ 4,320.00 | $ 3,801.60 | $ 3,801.6 |
| 1 | | MISCELLANEOUS HARDWARE, GROUNDING | $ 350.00 | $ 350.00 | $ 308.00 | $ 308.0 |
| 1 | ARUBA 2930F SW | 24G POE +4 SFP SWITCH 24 PORT MANAGABLE | $ 3,600.00 | $ 3,600.00 | $ 3,168.00 | $ 3,168.0 |
| | | ***ROOSEVELT SCHOOL ANTENNA SYSTEM*** | | | | |
| 1 | COL45-490 | RFI UHF (470-490 MHz) 7dBd OMNIDIRECTIONAL ANTENNA | $ 1,130.00 | $ 1,130.00 | $ 994.40 | $ 994.4 |
| 10 | L1705 | LDF4-50A CABLE: 1/2" LDF HELIAX POLY JKT PER FOOT | $ 2.98 | $ 29.80 | $ 2.77 | $ 27.7 |
| 1 | DDN1090 | L4TDM-PSA 7-16 DIN MALE PS FOR 1/2 IN CABLE | $ 28.50 | $ 28.50 | $ 26.51 | $ 26.51 |

Attachment: MELROSE SIMULCAST RADIO SYSTEM REV3 2-28-23 (APPRO-2023-17 : An Appropriation

| | | | | | | |
|---|---|---|---|---|---|---|
| 3 | TDN9289 | 221213 CABLE WRAP WEATHERPROOFING | $ 19.00 | $ 57.00 | $ 16.72 | $ 50.16 |
| 150 | DSAVA550 | AVA5-50, COAXIAL CABLE, CORRUGATED COPPER,7/8 IN, BLACK PE JACKET | $ 4.35 | $ 652.50 | $ 3.83 | $ 574.2 |
| 2 | DSA5DFD | D-CLASS 7-16 DIN FEMALE FOR AVA5-50 CABLE | $ 26.25 | $ 52.50 | $ 23.10 | $ 46.2 |
| 2 | DSSG7812B2U | SG78-12B2U SUREGROUND GROUNDING KIT FOR 7/8 IN COAXIAL CABLE | $ 25.75 | $ 51.50 | $ 22.66 | $ 45.3 |
| 2 | LP-BTR-NMS | TIMES MICROWAVE SURGE PROTECTOR | $ 89.00 | $ 178.00 | $ 78.32 | $ 156.6 |
| 1 | ANT WORK | ANTENNA INSTALLATION AT ROOSEVELT SCHOOL INCLUDES LABOR, MOUNTING | | | $ 12,660.00 | $ 12,660.0 |
| | | HARDWARE - NON-PREVAILING WAGE | | | | |
| | | | | | | |
| | | ***FULLER HOUSE RECEIVE SITE - POLICE & FIRE & CITY*** | | | | |
| 1 | ALPHA UPS | HEAVY DUTY UPS AND BATTERIES FOR RECEIVER SITE | $ 4,320.00 | $ 4,320.00 | $ 3,801.60 | $ 3,801.6 |
| 1 | | MISCELLANEOUS HARDWARE, GROUNDING | $ 350.00 | $ 350.00 | $ 308.00 | $ 308.0 |
| 1 | ARUBA 2930F SW | 24G POE +4 SFP SWITCH 24 PORT MANAGABLE | $ 3,600.00 | $ 3,600.00 | $ 3,168.00 | $ 3,168.0 |
| | | ***FULLER HOUSE ANTENNA SYSTEM*** | | | | |
| 1 | COL45-490 | RFI UHF (470-490 MHz) 7dBd OMNIDIRECTIONAL ANTENNA | $ 1,130.00 | $ 1,130.00 | $ 994.40 | $ 994.4 |
| 10 | L1705 | LDF4-50A CABLE: 1/2" LDF HELIAX POLY JKT PER FOOT | $ 2.98 | $ 29.80 | $ 2.77 | $ 27.7 |
| 1 | DDN1090 | L4TDM-PSA 7-16 DIN MALE PS FOR 1/2 IN CABLE | $ 28.50 | $ 28.50 | $ 26.51 | $ 26.5 |
| 3 | TDN9289 | 221213 CABLE WRAP WEATHERPROOFING | $ 19.00 | $ 57.00 | $ 16.72 | $ 50.1 |
| 150 | DSAVA550 | AVA5-50, COAXIAL CABLE, CORRUGATED COPPER,7/8 IN, BLACK PE JACKET | $ 4.35 | $ 652.50 | $ 3.83 | $ 574.2 |
| 2 | DSA5DFD | D-CLASS 7-16 DIN FEMALE FOR AVA5-50 CABLE | $ 26.25 | $ 52.50 | $ 23.10 | $ 46.2 |
| 2 | DSSG7812B2U | SG78-12B2U SUREGROUND GROUNDING KIT FOR 7/8 IN COAXIAL CABLE | $ 25.75 | $ 51.50 | $ 22.66 | $ 45.3 |
| 2 | LP-BTR-NMS | TIMES MICROWAVE SURGE PROTECTOR | $ 89.00 | $ 178.00 | $ 78.32 | $ 156.6 |
| 1 | ANT WORK | ANTENNA INSTALLATION AT PDHQ INCLUDES LABOR, MOUNTING | | | $ 7,570.00 | $ 7,570.0 |
| | | HARDWARE - NON-PREVAILING WAGE | | | | |
| | | | | | | |
| | | ***2 WASHINGTON ST RECEIVE SITE - POLICE & FIRE & CITY*** | | | | |
| 1 | ALPHA UPS | HEAVY DUTY UPS AND BATTERIES FOR RECEIVER SITE | $ 4,320.00 | $ 4,320.00 | $ 3,801.60 | $ 3,801.6 |
| 1 | | MISCELLANEOUS HARDWARE, GROUNDING | $ 350.00 | $ 350.00 | $ 308.00 | $ 308.0 |
| 1 | ARUBA 2930F SW | 24G POE +4 SFP SWITCH 24 PORT MANAGABLE | $ 3,600.00 | $ 3,600.00 | $ 3,168.00 | $ 3,168.0 |
| | | ***2 WASHINGTON ST ANTENNA SYSTEM*** | | | | |
| 1 | COL45-490 | RFI UHF (470-490 MHz) 7dBd OMNIDIRECTIONAL ANTENNA | $ 1,130.00 | $ 1,130.00 | $ 994.40 | $ 994.4 |
| 10 | L1705 | LDF4-50A CABLE: 1/2" LDF HELIAX POLY JKT PER FOOT | $ 2.98 | $ 29.80 | $ 2.77 | $ 27.7 |
| 1 | DDN1090 | L4TDM-PSA 7-16 DIN MALE PS FOR 1/2 IN CABLE | $ 28.50 | $ 28.50 | $ 26.51 | $ 26.5 |
| 3 | TDN9289 | 221213 CABLE WRAP WEATHERPROOFING | $ 19.00 | $ 57.00 | $ 16.72 | $ 50.1 |
| 150 | DSAVA550 | AVA5-50, COAXIAL CABLE, CORRUGATED COPPER,7/8 IN, BLACK PE JACKET | $ 4.35 | $ 652.50 | $ 3.83 | $ 574.2 |
| 2 | DSA5DFD | D-CLASS 7-16 DIN FEMALE FOR AVA5-50 CABLE | $ 26.25 | $ 52.50 | $ 23.10 | $ 46.2 |
| 2 | DSSG7812B2U | SG78-12B2U SUREGROUND GROUNDING KIT FOR 7/8 IN COAXIAL CABLE | $ 25.75 | $ 51.50 | $ 22.66 | $ 45.3 |
| 2 | LP-BTR-NMS | TIMES MICROWAVE SURGE PROTECTOR | $ 89.00 | $ 178.00 | $ 78.32 | $ 156.6 |
| 1 | ANT WORK | ANTENNA INSTALLATION AT PDHQ INCLUDES LABOR, MOUNTING | | | $ 17,100.00 | $ 17,100.0 |
| | | HARDWARE - NON-PREVAILING WAGE | | | | |
| | | | | | | |
| | | **EQUIPMENT TOTAL** | | | **PSE01** | **$ 274,303.9** |
| | | **MOTOROLA SYSTEM TECH SUPPORT** | | | | **$ 8,860.0** |
| | | **FCC PD LICENSE APPLICATION PREPARATION AND COORDINATION FEES** | | | | **$ 4,800.0** |
| | | **CYBER STAGING AND INSTALLATION - NON-PREVAILING WAGE** | | | | **$ 28,600.0** |
| | | **BUDGETARY TOTAL** | | | **PSE01 TOTAL** | **$ 316,563.9** |

Attachment: MELROSE SIMULCAST RADIO SYSTEM REV3 2-28-23 (APPRO-2023-17 : An Appropriation

ELECTIONS OFFICE
CITY CLERK'S OFFICE
CITY HALL, 562 MAIN STREET
MELROSE, MA 02176
TELEPHONE – (781) 979-4116

TO: Honorable Mayor Paul Brodeur

DATE: February 28, 2023

FROM: Kristin Foote
City Clerk | Interim Elections Administrator

RE: Request for Free Cash

The City Clerk, Elections Office and Board of Registrars of Voters respectfully request an appropriation from free cash in the amount of $35,449 to purchase essential voting equipment and necessary supplies to continue the City's commitment to secure, straightforward and efficient elections.

Casting History

In 2020, vote-by-mail ("VBM") was first allowed due to Covid-19 health restrictions and in the presidential election approximately 16,000 ballots were mailed and 2,000 cast in person. The recently passed Votes Act of 2022 has increased accessibility and participation by providing registered voters with the permanent option of VBM. A byproduct of this accessibility has been quadrupled tasks around ballot preparation and processing as well as increased demand on poll workers during election day. VBM casting occurs concurrent with in-person casting and this has added pressure to election workers as they process the resultant increased VBM volume.

Of the approximately 14,000 ballots cast in the recent 2022 state election, they were cast almost equally: 50% in person on election day and 50% via VBM. We seek to purchase one high-speed tabulator to alleviate volume stressors as we continue our efficient and accurate elections. The unit currently in use by Somerville, Cambridge and Boston provide a speed of 85-100 pre-folded/mailed ballots per minute and will significantly reduce processing time as well as poll worker fatigue. To provide a sense of perspective, the tabulators currently used in Melrose scan in-person and VBM ballots approximately 8 ballots per minute. Ballots processed by the new equipment will occur on election day, by precinct, in full view of the public. Currently the Secretary of State's Elections Division has approved this high efficiency unit for use in the Commonwealth and there is a sole source supplier.

Office Equipment

Additionally, free cash is being sought to replace irreparable broken desks, purchased circa 2005, and to purchase modular workstations to provide functional workspace, tools, and processing stations for the staff who supplement the Elections Administrator in handling the added processing. Part of this request will be used to purchase secure storage to comply with state regulations that election materials (ballots, envelopes, tabulation, and tally sheets) be secured and stored for 22 months.

Thank you for your consideration.

Attachment: 23.02.27 mayor.free cash request (APPRO-2023-16 : Free Cash - high speed tabulator, equipment)

| | | | |
|---|---|---|---|
| Company Address | 10 Manor Parkway, Unit B<br>Salem, NH 03079<br>US | Created Date | 12/12/2022 |
| | | Quote Number | 00000868 |

## Contact Information

| | | | |
|---|---|---|---|
| Prepared By | Brenda L'Italien | Customer Name | Melrose |
| Title | Director of Business Development | Contact Name | Kristin Foote |
| Phone | (978) 651-2511 | Title | City Clerk |
| Email | bcm@lhsassociates.com | Email | kfoote@cityofmelrose.org |

## Address Information

| | |
|---|---|
| Bill To Name | Melrose |
| Bill To | 562 Main Street<br>Melrose, MA 02176 |

| Product Code | Product | Product Description | Sales Price | Quantity | Total Price |
|---|---|---|---|---|---|
| DVS-55 | ICC Annual Software License Fee | Annual Software license fee after the purchase warranty expires. | $2,500.00 | 1.00 | $2,500.00 |
| DVS-115 | ImageCast Central Bundle (1 Year Warranty) | | $25,000.00 | 1.00 | $25,000.00 |

| | |
|---|---|
| Subtotal | $27,500.00 |
| Total Price | $27,500.00 |

## Signature

By signing below, you are acknowledging that the above pricing is accurate and within budget, and that you are ready to move forward with the official purchase and contract initiation:

Customer Signature: _____

Printed Name & Title: _____

Date: _____

Anticipated First Use Date: _____

Attachment: Quote Melrose MA - ICC Purchase_V1 (003) (APPRO-2023-16 : Free Cash - high speed tabulator, equipment)

# COSTS ESTIMATED and based on available pricing

Shipping/handling not included

Storage:

BALLOT ENVELOPES
BALLOT REQUEST POSTCARDS:
Secure Storage Bins with Latch)
$502.53 Est: $503.

Equipment:

72 inch adjustable height tables
4 @ $425. $1,700.00

48 inch adjustable height tables
2 @ $355. $710.00

work stools
3 @ $355 $1,065

L- return workstation 1 draw
1 @ $588. $588.00

1 corner desk
1 @ $212. $212.00

privacy panel
1 @ $155. $155.00

metal permanent locked storage boxes
28 @ $104. $2,912.00

secure in-person deposit box
1 @ $104. $104.00

TOTAL $7,949.

Attachment: 23.02.27 Free cash supply list (APPRO-2023-16 : Free Cash - high speed tabulator, equipment)

Attachment: 23.02.27 Free cash supply list (APPRO-2023-16 : Free Cash - high speed tabulator, equipment)

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
Date: February 28, 2023

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I respectfully request the Honorable City Council confirm the reappointment of William Butler, 102 Crescent Road, to the Beebe Estate Board of Trustees for a three-year term set to expire on the last day of February 2026.

Mr. Butler is dedicated to working collaboratively with his fellow trustees to maintain and preserve a beloved community landmark—the Beebee Estate. I am proud to request his reappointment.

Thank you for your consideration and support.

Attachment: Beebe_Trustees_Butler_Memo_2023 (APPT-2023-1 : Reappointment of William Butler to the Beebe Estate Board of Trustees)

BILL BUTLER GROUP

February 16, 2023

To Whom It May Concern:

Please let this letter serve as notice of my interest in continuing my duties on the Beebe Estate Board of Trustees.

It's been a pleasure these past years and I look forward to serving the city in the future.

Best,

Bill

Bill Butler

Attachment: Bill_Butler_LOI Beebe Trustee (APPT-2023-1 : Reappointment of William Butler to the Beebe Estate Board of Trustees)

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: Melrose Commission on Women
Date: March 1, 2023

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I respectfully request the Honorable City Council confirm the appointment of Allison Goldberg, 24 Cottage Street, to the Commission on Women (MCW) for a two-year term set to expire on the last day of February 2025. Ms. Goldberg's appointment replaces the membership of Kristyn Bunce DeFilipp, whose term is expired and who is not seeking reappointment.

In Ms. Goldberg's professional capacity as a Program Director for the Barbara Lee Political Office/Barbara Lee Family Foundation, and previously at the State House, she has been an unwavering advocate for women. Currently, she serves as a coach for women who want to run for office, guaranteeing women have a seat at the table and ensuring their voices are heard, and previously she promoted public policies that bolster women and their communities.

For these reasons and more, I am confident that Ms. Goldberg will be an excellent addition to the MCW and support the Commission's mission to represent the interests of women and girls in the community.

Thank you for considering Ms. Goldberg's appointment to the Melrose Commission on Women.

Attachment: Allison_Goldberg_MCW_Memo (APPT-2023-2 : Appointment of Allison Goldberg to the Commission on Women)

# Application Form

## Profile

Allison
First Name

Middle Initial

Goldberg
Last Name

[redacted]
Email Address

24 Cottage Street
Home Address

Suite or Apt

Melrose
City

MA
State

02176
Postal Code

### What district do you live in?

☑ District 3

Mobile: [redacted]
Primary Phone

Alternate Phone

Barbara Lee Political Office/Barbara Lee Family Foundation
Employer

Program Director
Job Title

### Which Boards would you like to apply for?

Commission on Women: Submitted

## Interests & Experiences

Please tell us about yourself and why you want to serve.

### Why are you interested in serving on a board or commission?

I recently heard about the openings on the Melrose Commission on Women and am very interested in serving in this capacity. I've been devoted to women's empowerment throughout much of my life, and am a fierce advocate in promoting policies that bolster not just women but their communities as well. I have been active in government and public policy for over a decade, and for the past several years, I have brought together my two passions of politics and feminism by working for the Barbara Lee Political Office/Barbara Lee Family Foundation. There, I work daily to help position women to run for and win elected office, in order to "have a seat at the table" and ensure that women's voices are heard where we need them most. I would very much value the opportunity to serve on the Melrose Commission on Women and help advance the interests of women and girls here in Melrose. I feel that now is a great time for me to get more involved with the City - I have lived in Melrose for almost 6 years, and have 3-year-old and 1-year-old sons. I want to be able to show them what it means to stand up for women and how they can grow up to be allies, even from a young age. I appreciate the consideration of my application and look forward to further discussions about this opportunity!

Attachment: Allison Goldberg_LOI (APPT-2023-2 : Appointment of Allison Goldberg to the Commission on Women)

# *Allison O'Leary Goldberg*

Melrose, MA 02176 | [redacted]

## SKILLS

Experienced public policy professional, possessing excellent organizational, research, and writing skills. Proven leader with a passion for mission-driven work. Success in driving legislative, policy, and campaign efforts. Skilled in team and project management. Discretion in maintaining confidential information on behalf of principals and stakeholders. Expert in government and nonprofit budget planning. Familiarity with nuances of c4 and c3 organizations. Excellent inter-personal and communication skills. Skilled user of Microsoft Office applications, Customer Relations Management software (Salesforce), SPSS, and QuickBooks.

## PROFESSIONAL EXPERIENCE

**Barbara Lee Political Office/Barbara Lee Family Foundation**,
*Program Director,* Cambridge, MA and Remote 2018 – Present

- Direct political and foundation grant making process for an organization supporting over one hundred contributions with outgoing funds totaling up to $1,600,000 annually
- Develop and maintain annual organizational budget of $2,500,000 and coordinate with external financial advisors
- Advise principal on personal support of candidates, c3 and c4 organizations, and PACs
- Coordinate external messaging to encourage financial contributions for endorsed political candidates
- Identify, track, research, and interview incumbents and candidates running for state and federal office throughout the country
- Drive program-related event planning for fundraisers, conferences, and other events
- Create and present programming update reports to the principal and the Board of Directors
- Manage a remote team of up to 3 direct reports and assisted with organization's transition from operating with a fully in-person team to a fully remote team

**MA State House, State Representative Alice H. Peisch, House Chair,**
**Joint Committee on Education**, Boston, MA
*Staff Director* 2011 – 2018

- Led and supervised an office staff of 7 plus student interns, including the onboarding, offboarding, and performance review of employees
- Oversaw work of team members to ensure district and committee priorities were attended to in a timely manner and that projects moved forward
- Developed and advanced the Representative's personal, district, and committee legislative priorities, helping manage over 300 bills per session and contributing to the passage of major pieces of legislation
- Drafted, filed, and tracked legislation, budget items, and legislative amendments
- Managed external relationships with elected officials, staff, constituents, and advocates
- Served as lead analyst and expert on a portfolio of education committee policy topics

*Legislative Aide* 2009 – 2011

- Work directly with the Representative to coordinate legislative priorities and connect district residents to state government services
- Planned, organized, and executed district events
- Participated in meetings, briefings, and committee hearings on behalf of the Representative
- Addressed and resolved all incoming concerns from the Representative's 40,000+ constituents

**Boston Career Connections, Inc.**, *Freelance Associate*, Remote 2009 – 2015

- Collaborated on research for philanthropic proposals and initiatives, focusing on college and career readiness and workforce development
- Created, edited, and assembled documents and presentation materials for principal

Attachment: Redacted_Resume_for_Allison_Goldberg (APPT-2023-2 : Appointment of Allison Goldberg to the Commission on Women)

*Allison O'Leary Goldberg*
Melrose, MA 02176 | [redacted]

**EDUCATION**

Northeastern University, Boston, MA 2014
Master of Science Degree, Law and Public Policy

Colgate University, Hamilton, NY 2008
Bachelor of Arts Degree, double major in Political Science and History, *cum laude*

**HONORS**

Pi Sigma Alpha National Political Science Honor Society | Phi Alpha Theta National History Honor Society
Gamma Sigma Alpha National Greek Academic Honor Society | Colgate University Political Science Honors Society
Colgate University History Honors Society | Colgate University Dean's Award for Academic Excellence

Attachment: Redacted_Resume_for_Allison_Goldberg (APPT-2023-2 : Appointment of Allison Goldberg to the Commission on Women)

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: Melrose Board of Health
Date: February 28, 2023

---

I respectfully request the Honorable City Council confirm the reappointment of Carol Ann Licitra, 308 E Foster St, to the Melrose Board of Health for a three-year term set to expire on the last day of February 2026.

Ms. Licitra, whose initial term on the BOH began during the peak of COVID-19, has proven herself a sensible decision-maker who is equipped to handle the challenges presented to a community during a public health crisis, as well as during the recovery phase of such a crisis. As the Health & Human Service Department and BOH continue to partner in 2023 to improve our community's health and well-being, Ms. Licitra's experience is an asset to the BOH.

Thank you for your consideration and support for Ms. Licitra's reappointment to the Melrose Board of Health.

Attachment: BOH_Carol_Ann_Licitra_Memo_2023 (APPT-2023-3 : Reappointment of Carol Ann Licitra to Melrose Board of Health)

Carol Ann Licitra, LMHC
308 E Foster Street
Melrose, MA 02176
617-922-3940
Licitra.ca@gmail.com

February 15, 2023

Dear Mayor Brodeur,

As my term on the Melrose Board of Health nears its end, I respectfully request that you consider renewing my term. I am proud to have served on the Board through the Pandemic and excited to be part of the various new initiatives that provide resources for the citizens of Melrose.

Thank you for your consideration,

Respectfully,

Carol Ann Licitra, LMHC

Attachment: Carol_LOI_Board of Health 2023 (APPT-2023-3 : Reappointment of Carol Ann Licitra to Melrose Board of Health)

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: Melrose Commission on Women
Date: February 28, 2023

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I respectfully request the Honorable City Council confirm the appointment of Emily Paisner, 71 E Emerson St, to the Melrose Commission on Women (MCW), for a one-year term set to expire on the last day of February 2024. Ms. Paisner's appointment replaces the term of Rilda Kissel, who has resigned from the Commission.

Ms. Paisner's genuine interest in serving on the MCW stems from her passion for advocating for equality for women and girls, which she has previously expressed through her podcast *Equal Parts*, which brought to the forefront the challenges around women, work, and motherhood. She also serves in a girls' leadership role in our community as a girls' lacrosse coach.

I believe the MCW would be an excellent outlet for Ms. Paisner's dedication to advocating for equality for women and girls and I look forward to her partnership to help the City promote constructive action in areas of interest and concern to women and girls in the community.

Thank you for your consideration and support for Ms. Paisner's appointment to the Melrose Commission on Women.

Attachment: Commission_on_Women_Emily_Paisner_Memo_2023 (APPT-2023-4 : Appointment of Emily Paisner to the Melrose Commission

## Contact

emilypaisner@gmail.com

www.linkedin.com/in/emilypaisner (LinkedIn)
www.rebrand.com/2009-winners-brands (Portfolio)
www.cspace.com (Company)
www.care.com/careatwork/insights/equal-parts-podcast (Other)


## Top Skills

Brand Architecture
Email Marketing
Social Media Marketing

# Emily Paisner

Marketing Leader | Brand Evangelist | Content & Campaign Strategist | B2B and B2B2C Experience | Podcast Host | Storyteller Mom
Greater Boston

## Summary

An experienced B2B and B2B2C marketer leading the GTM strategy and execution of enterprise businesses with proven results. Demonstrated success in building brands, creating lead ger campaigns resulting in growth, and driving thought leadership and content strategies.

## Experience

### Daybreak Health
Head Of Marketing
February 2022 - Present (1 year)

### Mother Honestly
Advisory Board Member
January 2022 - Present (1 year 1 month)

### Level
Marketing Lead
August 2021 - January 2022 (6 months)

### Care.com
Director of Enterprise Marketing
July 2018 - August 2021 (3 years 2 months)
Greater Boston Area

Led the B2B and B2B2C marketing strategy for Care.com's enterprise solution, raising overall brand awareness, driving new business, retaining and expanding client accounts, and developing marcoms for end users. I brought mix of right brained & left brained thinking to build the brand narrative, create a content and campaign strategy for targeted audiences, and delivered on KPIs that contributed significant growth to the business. Launched and hoste Care.com's first-ever podcast, Equal Parts, interviewing experts, change

Attachment: Emily_Paisner_Resume_MCW (APPT-2023-4 : Appointment of Emily Paisner to the Melrose Commission on Women)

makers, and authors. Led and hosted a webinar series, spoke at industry events, and was featured and quoted in the press.

## C Space

5 years 3 months

### Director, Marketing

December 2014 - July 2018 (3 years 8 months)

Boston, MA

I lead the development and execution of strategic marketing and branding initiatives including developing key messaging and value propositions, perso creation, digital experiences, lead gen programs, content and communicatio plans, strategic partnerships, in-person events, and internal communications. In support of the content strategy, I produced a customer-centricity podcast, Outside In, and created thought leadership that resulted in featured articles in well-respected publications like Harvard Business Review, Ad Age, Fast Company.

### Senior Global Marketing Manager

May 2013 - December 2014 (1 year 8 months)

## Continuum

### Marketing Manager

July 2009 - May 2013 (3 years 11 months)

Developed thought leadership and amplified the content across key marketin channels including byline articles, blog, PR, speaking opportunities, and ema marketing campaigns. Led the creation and launch of global corporate websit social media strategy, and strategic partnerships.

## Minelli, Inc.

### Strategy & Account Management

November 2006 - July 2009 (2 years 9 months)

Served as the lead account manager cultivating and managing client relationships, creating brand strategies, persona development, and messagir while collaborating with the creative team on design and brand standards. Worked primarily with mission-driven organizations to create both internal alignment as well as public expression.

## Jones Lang LaSalle

### Marketing Manager

January 2005 - November 2006 (1 year 11 months)

Attachment: Emily_Paisner_Resume_MCW (APPT-2023-4 : Appointment of Emily Paisner to the Melrose Commission on Women)

Developed award-winning marketing campaigns for one of the world's leading commercial real estate firms. Played a lead role in aligning the marketing team, internal clients, external clients, and vendors. Led the implementation of integrated marketing campaigns that included: website development, direc mail, email marketing, trade shows, events, and collateral. Ensured all projec were completed on-time and within budget. Responsible for managing the internal marketing team budget.

### Spaulding & Slye Colliers

2 years

#### Senior Marketing Associate

January 2004 - December 2004 (1 year)

Served as project manager for strategic planning of marketing campaigns an corporate events. Prepare marketing budgets and plans. Oversaw activities c staff in marketing department. Serve as main contact for internal and externa clients.

#### Marketing Coordinator

January 2003 - December 2003 (1 year)

Produced marketing brochures and quarterly research reports. Provided design and project management for marketing collateral while coordinating with internal teams and external vendors.

## Education

### DGMG University

An accelerator for B2B Marketers · (January 2021 - March 2021)

### University of Vermont

Bachelor of Arts, Economics and Marketing

Attachment: Emily_Paisner_Resume_MCW (APPT-2023-4 : Appointment of Emily Paisner to the Melrose Commission on Women)

# Application Form

## Profile

Emily
First Name

Middle Initial

Paisner
Last Name

[redacted]
Email Address

71 E Emerson St
Home Address

Suite or Apt

Melrose
City

MA
State

02176
Postal Code

### What district do you live in?

None Selected

Mobile:[redacted]
Primary Phone

Alternate Phone

Daybreak Health
Employer

Head of Marketing
Job Title

### Which Boards would you like to apply for?

Commission on Women: Submitted

## Interests & Experiences

Please tell us about yourself and why you want to serve.

### Why are you interested in serving on a board or commission?

I have lived in Melrose for ~4 years and am looking for additional ways to get involved in the community. Advocating for women's issues is extremely important to me. I previously hosted a podcast called Equal Parts, bringing issues and challenges around women, work, and motherhood to the forefront. I coach girls lacrosse in Melrose and am raising both a son and daughter in our community.

Profile.pdf
Upload a Resume

## Demographics

Some boards and commissions require membership to be racially, politically or geographically proportionate to the general public. The following information helps track our recruitment and diversity efforts.

Attachment: Emily_Paisner_Application_MCW (APPT-2023-4 : Appointment of Emily Paisner to the Melrose Commission on Women)

[redacted]

☑ [redacted]

[redacted]

☑ [redacted]

[redacted]

☑ [redacted]

[redacted]

☑ [redacted]

[redacted]

Date of Birth

Attachment: Emily_Paisner_Application_MCW (APPT-2023-4 : Appointment of Emily Paisner to the Melrose Commission on Women)

| Business Name | Location of Garage | Owner |
|---|---|---|
| RJM Motors Sales and Service | 448 Franklin St | Ronald Wu |

Attachment: .3.3.....Class II Motor Non Renewal License (LIC-2023-7 : Non Renewal Class II Motor Vehicle License Renewal for 2023)

| Expiration | ID |
|---|---|
| December 31, 2022 | 2008-082A |

Attachment: .3.3.....Class II Motor Non Renewal License (LIC-2023-7 : Non Renewal Class II Motor Vehicle License Renewal for 2023)

| 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 |

Attachment: Late License Renewals for Agenda Attachment (LIC-2023-6 : Late Common Victualler License Renewals for 2023)

CITY OF MELROSE

OFFICE OF PLANNING AND
COMMUNITY DEVELOPMENT

DENISE M. GAFFEY
*Director & City Planner*

City Hall, 562 Main Street
Melrose, Massachusetts 02176
Telephone - (781) 979-4190
Fax - (781) 979-4290

# MEMORANDUM

**TO:** Melrose City Council

**FROM:** Martha Grover, Sustainability Manager

**RE:** Hoover and Horace Mann Solar PPA/Lease Authorization

**DATE:** February 13, 2023

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Attached for your review are the Solar Power Purchase and Lease agreements with Solect Energy Development to install a 67.3 kW AC and 50 kW AC system on the Hoover and Horace Mann Elementary School roofs respectively. We seek authorization from the City Council for Mayor Brodeur to execute these agreements.

The city has worked with Solect for over a year to develop these projects and take advantage of the new roofs scheduled to be installed this summer, favorable federal tax credits, Block 10 utility SMART incentives, and fantastic solar access at these two schools. Action 28 in the Melrose Net Zero Action seeks to "Maximize the installation of clean energy sources on municipal property" and these projects are in line with and support the city's effort to lead by example.

I look forward to answering your questions at a future meeting but don't hesitate to reach out in advance at mgrover@cityofmelrose.org or 781.979.4195 as well.

Attachment: City Council Hoover Horace Mann Solar PPA Memo (ORDER-2023-76 : Rooftop Solar Installation on Hoover Elementary School)

# Solect Solar Update
# City of Melrose

## Hoover Elementary School
## &
## Horace Mann Elementary School

solectenergy
Power Your Tomorrow

February 1, 2023

Attachment: HV and HM Solect Solar Financial Analysis (ORDER-2023-76 : Rooftop Solar Installation on

# Hoover Elementary School
# &
# Horace Mann Elementary School

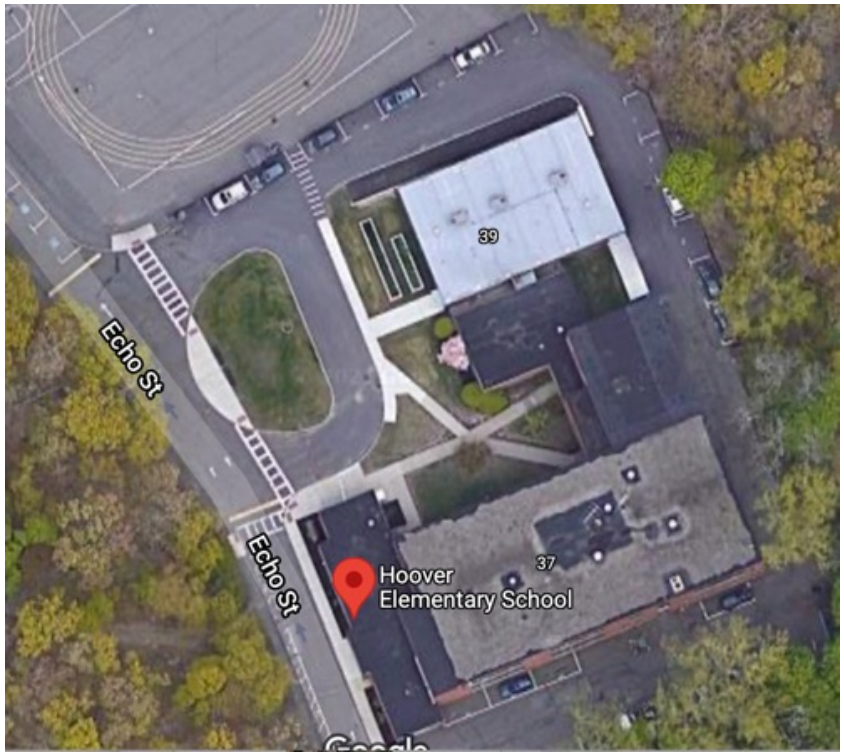
## Electricity Analysis and Solar Designs



Attachment: HV and HM Solect Solar Financial Analysis (ORDER-2023-76 : Rooftop Solar Installation on

# Hoover Elementary School

## 37 Glendower Road, Melrose MA 02176






Attachment: HV and HM Solect Solar Financial Analysis (ORDER-2023-76 : Rooftop Solar Installation on

# Hoover Elementary School

## Electricity Analysis

November 2022

National Grid's Nov 2022 Delivery Rate kWh Charges

Anticipated 3rd Party Supply Rate kWh (current contract expires on 12/10/23)

**Total Addressable Electricity Rate**

| Facility | Hoover Elementary School | | | | | |
|---|---|---|---|---|---|---|
| Utility | National Grid | | | | | |
| Address | 37 Glendower Rd Melrose MA 02176 | | | | | |
| Account Number | 39494-58005 | | | | | |
| Rate Class | G-1 (B1) | | | | | |
| Meter Number | 25198853 | | | | | |
| Month | Nov-22 | | | | | |
| kWhr | 8,480 | | | | | |
| Variable Cost ($) | 977.77 | | | | | |
| Delivery ($/kWh) | $ 0.11530 | | | | | |
| Supply ($/kWh) | $ 0.13000 | | | | | |
| **Avoided Rate** | **$ 0.24530** | | | | | **0.24530** |
| TTD Rate | $ 0.11530 | | | | | |
| Est. Annual Escalation | 2.00% | | | | | |

| Monthly Usage | POI Meter | | | | | Total |
|---|---|---|---|---|---|---|
| January | 16,560 | | | | | 16,560 |
| February | 17,840 | | | | | 17,840 |
| March | 16,000 | | | | | 16,000 |
| April | 14,400 | | | | | 14,400 |
| May | 8,000 | | | | | 8,000 |
| June | 8,400 | | | | | 8,400 |
| July | 6,240 | | | | | 6,240 |
| August | 3,200 | | | | | 3,200 |
| September | 12,560 | | | | | 12,560 |
| October | 8,800 | | | | | 8,800 |
| November | 8,480 | | | | | 8,480 |
| December | 13,920 | | | | | 13,920 |
| **12 Month Total** | **134,400** | - | - | - | - | **134,400** |
| **Average** | **11,200** | - | - | - | - | |

Annual Electricity Consumption

**Total Annual Spend (not including fixed charges)** $ 32,969

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Attachment: HV and HM Solect Solar Financial Analysis (ORDER-2023-76 : Rooftop Solar Installation on

# Hoover Elementary School

## Rooftop Design

System Size 91.2 KW DC / 67.3 KW AC

Estimated Year 1 Production: 105,744.4 kWh

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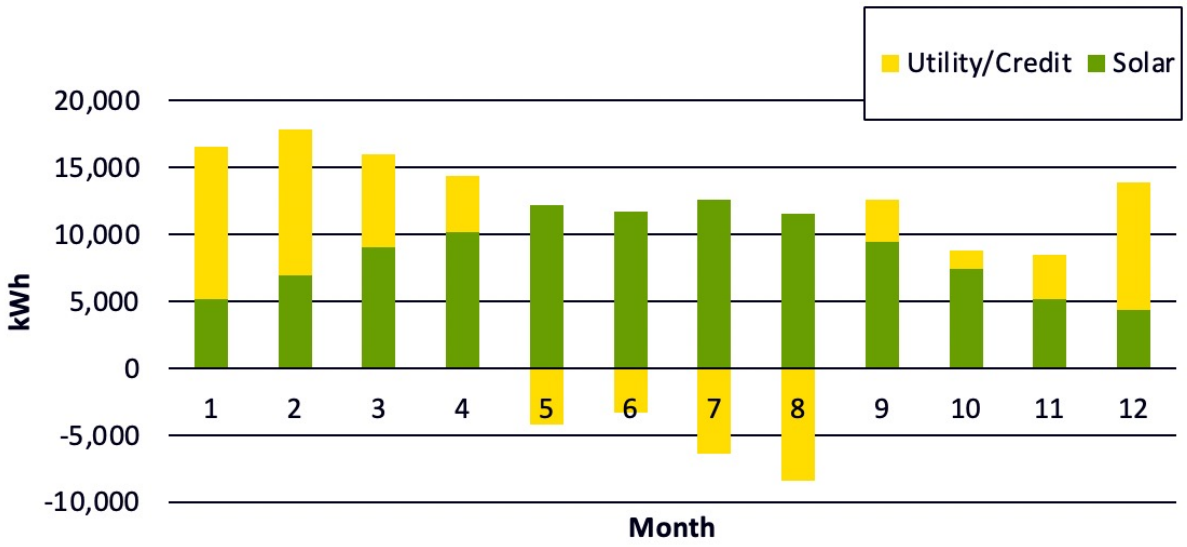
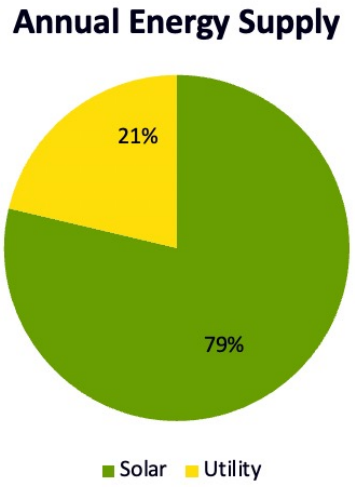
Attachment: HV and HM Solect Solar Financial Analysis (ORDER-2023-76 : Rooftop Solar Installation on

# Hoover Elementary School

## Electricity Consumption vs Production

**105,744 kWh in Year 1**




Based on 12 mo. Usage of 134,400 kWh as per utility bills.

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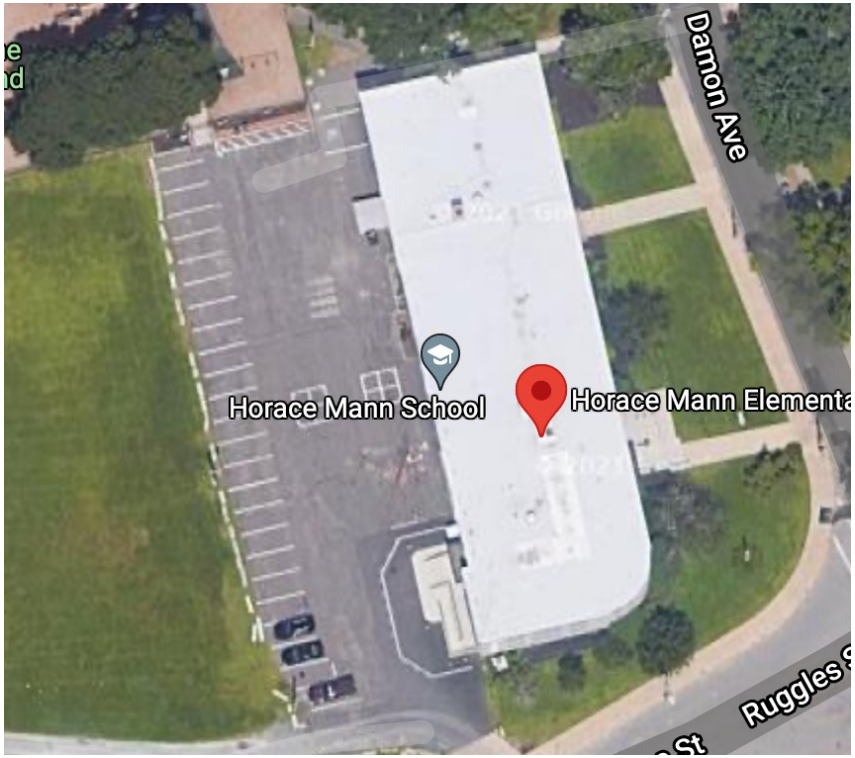
Attachment: HV and HM Solect Solar Financial Analysis (ORDER-2023-76 : Rooftop Solar Installation on

# Horace Mann Elementary School

## 40 Damon Ave, Melrose MA 02176

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Attachment: HV and HM Solect Solar Financial Analysis (ORDER-2023-76 : Rooftop Solar Installation on

# Horace Mann Elementary School

## Electricity Analysis

3 Year Average (2018 - 2020)

National Grid's Feb 2022 Delivery Rate kWh Charges

Anticipated 3rd Party Supply Rate kWh (current contract expires on 12/10/23)

**Total Addressable Electricity Rate**

| Facility | Horace Mann Elementary School | | | | | |
|---|---|---|---|---|---|---|
| Utility | National Grid | | | | | |
| Address | 40 Damon Ave, Melrose MA 02176 | | | | | |
| Account Number | 64798-33000 | | | | | |
| Rate Class | G-1 (B1) | | | | | |
| Meter Number | 98742524 | | | | | |
| Month | Feb-22 | | | | | |
| kWhr | 19,120 | | | | | |
| Variable Cost ($) | $ 2,159 | | | | | |
| Delivery ($/kWh) | $ 0.11293 | | | | | |
| Supply ($/kWh) | $ 0.13000 | | | | | |
| **Avoided Rate** | **$ 0.24293** | | | | | **0.24293** |
| TTD Rate | $ 0.11293 | | | | | |
| [illegible] Inflation | 2.00% | | | | | |

| Monthly Usage | POI Meter | | | | | Total |
|---|---|---|---|---|---|---|
| January | 10,280 | | | | | 10,280 |
| February | 10,600 | | | | | 10,600 |
| March | 6,280 | | | | | 6,280 |
| April | 9,040 | | | | | 9,040 |
| May | 9,320 | | | | | 9,320 |
| June | 9,080 | | | | | 9,080 |
| July | 2,800 | | | | | 2,800 |
| August | 3,320 | | | | | 3,320 |
| September | 920 | | | | | 920 |
| October | 12,200 | | | | | 12,200 |
| November | 5,680 | | | | | 5,680 |
| December | 9,400 | | | | | 9,400 |
| **12 Month Total** | **88,920** | - | - | - | - | **88,920** |
| **Average** | **7,410** | - | - | - | - | |

Annual Electricity Consumption

**Total Annual Spend (not including fixed charges)** $ 21,601

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Attachment: HV and HM Solect Solar Financial Analysis (ORDER-2023-76 : Rooftop Solar Installation on

# Horace Mann Elementary School

## Rooftop Design

System Size 67.68 KW DC / 50 KW AC

Estimated Year 1 Production: 78,450.6 kWh

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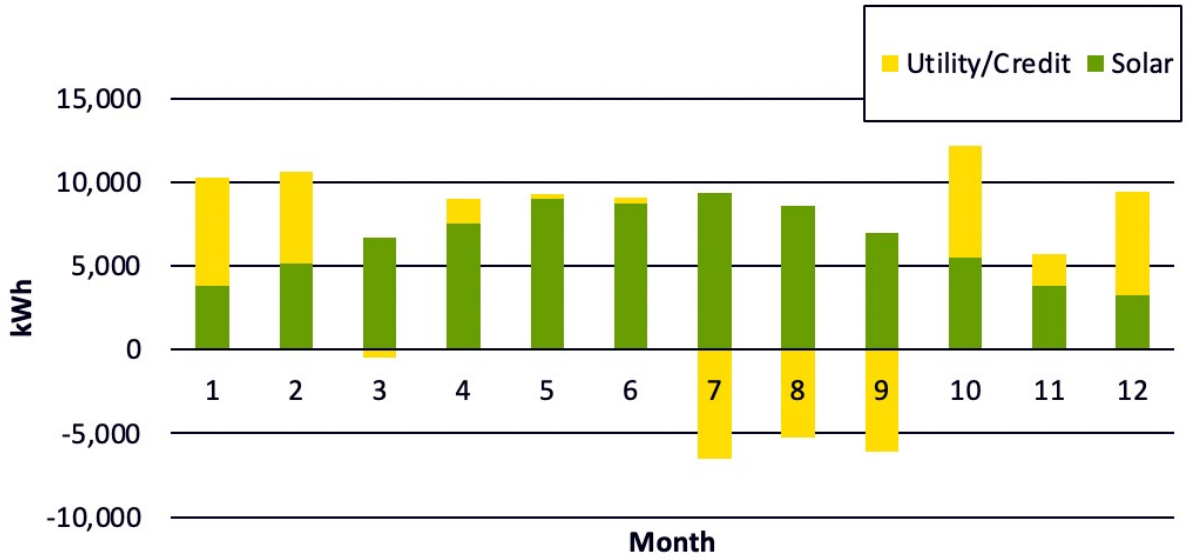
Attachment: HV and HM Solect Solar Financial Analysis (ORDER-2023-76 : Rooftop Solar Installation on

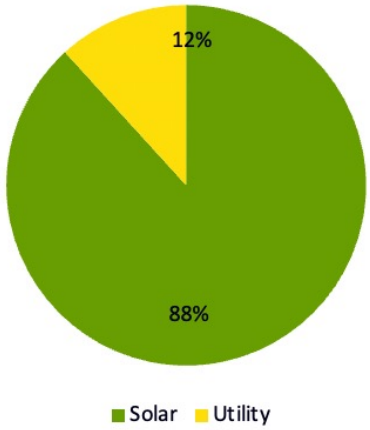
# Horace Mann Elementary School

## Electricity Consumption vs Production

**78,451 kWh in Year 1**




**Annual Energy Supply**




Based on 12 mo. Usage of 88,920 kWh as per utility bills.

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Attachment: HV and HM Solect Solar Financial Analysis (ORDER-2023-76 : Rooftop Solar Installation on

# Power Purchase Agreement

# Solar Incentives & PPA Rates

## Cost Saving for Melrose Public Schools



Attachment: HV and HM Solect Solar Financial Analysis (ORDER-2023-76 : Rooftop Solar Installation on

# Preliminary System Sizes & PPA Rates

## Summary Slide

| Solar System | System Size (KW DC / KW AC) | System Production Year 1 (kWh) | Avoided Electricity Rate ($/kWh) | MA SMART Block 10 PPA Rate ($/kWh) | MA SMART Block 11 PPA Rate ($/kWh) |
|---|---|---|---|---|---|
| Hoover Elementary School Rooftop System | 92.1 KW DC / 67.3 KW AC | 105,744 | $0.24530 | $0.159 | $0.162 |
| Horace Mann Elementary School Rooftop System | 67.68 KW DC / 50 KW AC | 78,450 | $0.24293 | $0.182 | $0.186 |

Notes:

- Assumes Transformer Upgrade for Horace Mann Elementary School and no additional Utility Upgrades
- Assumes Prevailing Wage Rates for Public Entity
- Bonding not included as system is 3rd party owned
- Based on a 30% Federal Investment Tax Credit
- Annual Electricity Escalation Rate of 2%
- MA SMART PSoQ Block 10 awarded 11/28/2022
- Melrose Public School's Constellation NewEnergy Supply Rate expires 12/10/2023
- Anticipated Avoided Electricity Rates based on a $0.130 / kWH 3rd Party Supply Rates going forward.

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Attachment: HV and HM Solect Solar Financial Analysis (ORDER-2023-76 : Rooftop Solar Installation on

# Hoover Elementary School

## System Size: 92.1 KW DC / 67.3 KW AC

## PPA Summary Slide

| HooverElementary School Rooftop Solar System PPA Rates (Addressable Electricity Rate) | | |
|---|---|---|
| SMART Block Award | 10 | 11 |
| MA Incentive Award | $0.05819 | $0.05483 |
| PPA Rate | $0.159 / kWh | $0.162 / kWh |
| Est. Year 1 Savings | $6,262 | $5,945 |
| Est. 20 Year Savings | $211,133 | $205,110 |

Notes:

- Assumes Transformer Upgrade for Horace Mann Elementary School and no additional Utility Upgrades
- Assumes Prevailing Wage Rates for Public Entity
- Bonding not included as system is 3rd party owned
- Based on a 30% Federal Investment Tax Credit
- Annual Electricity Escalation Rate of 2%
- MA SMART PSoQ Award Block 10 BTM awarded 11/28/2022
- Melrose Public School's Constellation NewEnergy Supply Rate expires 12/10/2023
- Anticipated Avoided Electricity Rates based on a $0.130 / kWH 3rd Party Supply Rates going forward.

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Attachment: HV and HM Solect Solar Financial Analysis (ORDER-2023-76 : Rooftop Solar Installation on

# Hoover Elementary School

## System Size: 92.1 KW DC / 67.3 KW AC

### PPA Block 10 SMART Award Detailed Slide

| Year | Solar Production (kWh) | Grid-Delivered Electricity Cost ($/kWh) | Electric Savings | Solar PPA Rate ($/kWh) | PPA Payment | Net Savings |
|---|---|---|---|---|---|---|
| 1 | 105,744 | $0.2453 | $23,076 | $0.1590 | $16,813 | **$6,262** |
| 2 | 105,163 | $0.2502 | $23,408 | $0.1590 | $16,721 | **$6,687** |
| 3 | 104,584 | $0.2552 | $23,744 | $0.1590 | $16,629 | **$7,115** |
| 4 | 104,009 | $0.2603 | $24,086 | $0.1590 | $16,537 | **$7,549** |
| 5 | 103,437 | $0.2655 | $24,433 | $0.1590 | $16,447 | **$7,986** |
| 6 | 102,868 | $0.2708 | $24,784 | $0.1590 | $16,356 | **$8,428** |
| 7 | 102,302 | $0.2763 | $25,141 | $0.1590 | $16,266 | **$8,875** |
| 8 | 101,740 | $0.2818 | $25,503 | $0.1590 | $16,177 | **$9,326** |
| 9 | 101,180 | $0.2874 | $25,870 | $0.1590 | $16,088 | **$9,782** |
| 10 | 100,624 | $0.2932 | $26,242 | $0.1590 | $15,999 | **$10,243** |
| 11 | 100,070 | $0.2990 | $26,620 | $0.1590 | $15,911 | **$10,708** |
| 12 | 99,520 | $0.3050 | $27,003 | $0.1590 | $15,824 | **$11,179** |
| 13 | 98,973 | $0.3111 | $27,391 | $0.1590 | $15,737 | **$11,655** |
| 14 | 98,428 | $0.3173 | $27,785 | $0.1590 | $15,650 | **$12,135** |
| 15 | 97,887 | $0.3237 | $28,185 | $0.1590 | $15,564 | **$12,621** |
| 16 | 97,348 | $0.3301 | $28,591 | $0.1590 | $15,478 | **$13,112** |
| 17 | 96,813 | $0.3367 | $29,002 | $0.1590 | $15,393 | **$13,609** |
| 18 | 96,281 | $0.3435 | $29,420 | $0.1590 | $15,309 | **$14,111** |
| 19 | 95,751 | $0.3504 | $29,843 | $0.1590 | $15,224 | **$14,618** |
| 20 | 95,224 | $0.3574 | $30,272 | $0.1590 | $15,141 | **$15,132** |
| | | | | | **Total** | **$211,133** |

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Attachment: HV and HM Solect Solar Financial Analysis (ORDER-2023-76 : Rooftop Solar Installation on

# Horace Mann Elementary School

## System Size: 67.68 KW DC / 50 KW AC
## PPA Summary Slide

| Horace Mann Elementary School Rooftop Solar System PPA Rates (Addressable Electricity Rate) | | |
|---|---|---|
| SMART Block Award | 10 | 11 |
| MA Incentive Award | $0.05819 | $0.05483 |
| PPA Rate | $0.182 / kWh | $0.186 / kWh |
| Est. Year 1 Savings | $2,465 | $2,151 |
| Est. 20 Year Savings | $113,719 | $107,760 |

Notes:

- Assumes Transformer Upgrade for Horace Mann Elementary School and no additional Utility Upgrades
- Assumes Prevailing Wage Rates for Public Entity
- Bonding not included as system is 3rd party owned
- Based on a 30% Federal Investment Tax Credit
- Annual Electricity Escalation Rate of 2%
- MA SMART PSoQ Award Block 10 BTM awarded 11/28/2022
- Melrose Public School's Constellation NewEnergy Supply Rate expires 12/10/2023
- Anticipated Avoided Electricity Rates based on a $0.130 / kWH 3rd Party Supply Rates going forward.

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Attachment: HV and HM Solect Solar Financial Analysis (ORDER-2023-76 : Rooftop Solar Installation on

# Horace Mann Elementary School

## System Size: 67.68 KW DC / 50 KW AC

### PPA Block 10 SMART Award Detailed Slide

| Year | Solar Production (kWh) | Grid-Delivered Electricity Cost ($/kWh) | Electric Savings | Solar PPA Rate ($/kWh) | PPA Payment | Net Savings |
|---|---|---|---|---|---|---|
| 1 | 78,451 | $0.2429 | $16,743 | $0.1820 | $14,278 | $2,465 |
| 2 | 78,019 | $0.2478 | $16,984 | $0.1820 | $14,199 | $2,784 |
| 3 | 77,590 | $0.2527 | $17,228 | $0.1820 | $14,121 | $3,107 |
| 4 | 77,163 | $0.2578 | $17,476 | $0.1820 | $14,044 | $3,432 |
| 5 | 76,739 | $0.2630 | $17,728 | $0.1820 | $13,966 | $3,761 |
| 6 | 76,317 | $0.2682 | $17,983 | $0.1820 | $13,890 | $4,093 |
| 7 | 75,897 | $0.2736 | $18,241 | $0.1820 | $13,813 | $4,428 |
| 8 | 75,480 | $0.2791 | $18,504 | $0.1820 | $13,737 | $4,767 |
| 9 | 75,064 | $0.2846 | $18,770 | $0.1820 | $13,662 | $5,108 |
| 10 | 74,652 | $0.2903 | $19,040 | $0.1820 | $13,587 | $5,454 |
| 11 | 74,241 | $0.2961 | $19,314 | $0.1820 | $13,512 | $5,802 |
| 12 | 73,833 | $0.3021 | $19,592 | $0.1820 | $13,438 | $6,155 |
| 13 | 73,427 | $0.3081 | $19,874 | $0.1820 | $13,364 | $6,511 |
| 14 | 73,023 | $0.3143 | $20,160 | $0.1820 | $13,290 | $6,870 |
| 15 | 72,621 | $0.3205 | $20,450 | $0.1820 | $13,217 | $7,233 |
| 16 | 72,222 | $0.3270 | $20,745 | $0.1820 | $13,144 | $7,600 |
| 17 | 71,825 | $0.3335 | $21,043 | $0.1820 | $13,072 | $7,971 |
| 18 | 71,430 | $0.3402 | $21,346 | $0.1820 | $13,000 | $8,346 |
| 19 | 71,037 | $0.3470 | $21,653 | $0.1820 | $12,929 | $8,724 |
| 20 | 70,646 | $0.3539 | $21,965 | $0.1820 | $12,858 | $9,107 |
| | | | | | Total | $113,719 |

solectenergy
Power Your Tomorrow

Attachment: HV and HM Solect Solar Financial Analysis (ORDER-2023-76 : Rooftop Solar Installation on

Attachment: Solect PO PPA - City of Melrose - Hoover Elementary School - 20230203 (ORDER-2023-76 : Rooftop Solar Installation on Hoover

# POWER PURCHASE AGREEMENT

For

SED City of Melrose - Hoover Elementary School
37 Glendower Rd
Melrose, MA 02176

Dated as of

_____

between

City of Melrose
562 Main St
Melrose, MA 02176

And

Solect Energy Development LLC
89 Hayden Rowe Street
Hopkinton, Massachusetts 01748

Attachment: Solect PO PPA - City of Melrose - Hoover Elementary School - 20230203 (ORDER-2023-76 : Rooftop Solar Installation on Hoover

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Attachment: Solect PO PPA - City of Melrose - Hoover Elementary School - 20230203 (ORDER-2023-76 : Rooftop Solar Installation on Hoover

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# POWER PURCHASE AGREEMENT

This Power Purchase Agreement ("**Agreement**" or "**PPA**") is entered into as of _____, (the "**Effective Date**"), by and between City of Melrose, a municipality with an address of 562 Main St Melrose, MA 02176 ("**Host**"), and Solect Energy Development LLC, ("**Solect**" or "**Provider**") a Limited Liability Company located in Hopkinton, Massachusetts (together, the "**Parties**").

WHEREAS, Host is a member of PowerOptions, Inc. ("**PowerOptions**"), a nonprofit corporation organized under the laws of the Commonwealth of Massachusetts and the Internal Revenue Code that assists its members with procuring energy products and energy-related services for facilities they own and/or operate;

WHEREAS, Provider and PowerOptions have entered into an agreement dated June 30th, 2020, as amended, governing the terms and conditions of Provider's participation in the PowerOptions Solar and Storage Program;

WHEREAS, Host is the owner of the properties located and described in Exhibit C and desires to make a portion of such properties available to Provider for the construction, operation and maintenance of a solar powered electric generating Project, and to purchase from Provider the electric energy produced by the Project;

WHEREAS, this Agreement is a service contract within the meaning of Section 7701(e)(3) of the Internal Revenue Code of 1986, as amended; and

WHEREAS, Provider desires to develop, design, construct, own and operate the Project located at and described in Exhibit D, and sell to Host the electric energy produced by the Project; and

WHEREAS, Provider and Host have entered into that certain Lease dated on or about the date hereof (as amended or modified from time to time, the "**Lease**") pursuant to which Host has granted Provider a leasehold interest and certain use and access rights to the Premises.

NOW, THEREFORE, in consideration of the promises, the covenants set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows.

**1. DEFINITIONS.** Certain capitalized terms used in this Agreement have the meanings set forth in the attached GLOSSARY OF TERMS or as defined in the body of this Agreement.

**2. TERM.**

(a) Term. This Agreement shall consist of an Initial Period and an Operations Period. As used herein, "**Term**" shall mean all of the Initial Period and the Operations Period, unless the

Provider or Host terminates the Agreement prior to the end of the Initial Period pursuant to the terms of this Agreement, but any such termination shall not terminate any provisions hereof that expressly survive such termination.

(b) Initial Period. The Initial Period will begin on the Effective Date and will terminate on the earlier of (i) the Commercial Operation Date or (ii) the date the Agreement is terminated pursuant to the provisions of Section 4(b) or 4(d).

(c) Operations Period. The Operations Period will commence on the Commercial Operation Date and will terminate at 11:59 p.m. on the last day of the month in which the twentieth ($20^{th}$) anniversary of the SMART Incentive Payment Effective Date.

(d) Extensions. Provider shall have one option to extend the Operations Period for five (5) years (an "**Extension Term**") upon mutual agreement between Provider and Host. Provider shall delivering a written request to extend to Host at least six months prior to the end of the Operations Period, or Extension Term, as the case may be. Any extension shall be reflected in a written amendment to this Agreement signed by the Parties.

(e) Early Termination by Host. If Host terminates the Agreement prior to the Expiration Date, except as otherwise provided in this subsection (e), Section 9 (Purchase Option), Section 17 (Force Majeure), or Section 19 (Provider Event of Default and Host Remedies), Host shall pay, as liquidated damages, the Early Termination Amount set forth on Exhibit B, and Provider shall cause the Project to be disconnected and removed from the Premises in accordance with the Lease. Upon Host's payment to Provider of the Early Termination Amount, this Agreement and the Lease, in accordance with its terms, shall terminate automatically. Notwithstanding the foregoing, Host may (i) terminate this Agreement with no liability whatsoever pursuant to Section 4(d) or (ii) in lieu of termination, if Provider fails to achieve the Commercial Operation Date by the Guaranteed Commercial Operation Date, be entitled (as its sole and exclusive remedy) to (x) the payment by Provider to Host of Delay Liquidated Damages not to exceed $15/kW in the aggregate, plus (y) (if Installation Work had commenced at the Premises as of the date of termination) all direct costs reasonably incurred by Host to return its Premises to its condition prior to commencement of the Installation Work if Provider fails to do so within a reasonable time, as required pursuant to the Lease. Alternatively, Host may terminate this Agreement with no liability whatsoever if Provider fails to commence the Operations Period by the date that is 60 days after the Guaranteed Commercial Operation Date.

The Construction Start Date and Guaranteed Commercial Operation Date shall be extended on a day-for-day basis due to (a) Force Majeure or (b) acts, omissions or delays of a Governmental Authority or Local Electric Utility. Provided, however that clause (b) shall be beyond the reasonable control of the Provider and not caused by the Provider's fault or negligence. Provided, further that the day-to-day extension of the Construction Start Date shall not exceed one hundred eighty (180) days, unless otherwise mutually agreed by the Parties in writing.

**3. ACCESS RIGHTS.**



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(a) Access Specifications. Pursuant to the Lease, Provider has access to and use of the Premises for the Term for the purposes of designing, installing, inspecting, operating, maintaining, repairing, and removing the Project, and for any other purpose set forth in this Agreement or in the Lease, and otherwise in accordance with the provisions of the Lease. Access Rights with respect to the Site are more fully described in the Lease and include, without limitation, vehicular and pedestrian access, and other rights to install electrical lines and communications cables.

(b) Remote Monitoring. Host will provide an internet portal or equivalent access by means of which Provider will communicate data from the revenue grade performance monitoring system. Provider will be responsible for connecting monitoring equipment for the Project to the internet enabling remote monitoring of the Project.

**4. PLANNING, INSTALLATION AND OPERATION OF PROJECT.**

(a) Site Assessment and Planning. During the Initial Period, Provider shall have the right, at its own expense, to assess the suitability of the Premises for the Project and shall act diligently in conducting such assessment. The assessment shall include the right to inspect the physical condition of the structures on which the Project will be located; to apply for any building permits or other governmental authorizations necessary for the construction of the Project; to arrange interconnections with the Local Electric Utility; to make any applications to the appropriate Public Utilities Commission or other agencies for receipt of payments for the Project under the Applicable Solar Program; to apply to any other governmental agencies or other persons for grants or other determinations necessary for the construction of or receipt of revenues from the Project; or to make any other investigation or determination necessary for the financing, construction, operation or maintenance of the Project. The Provider shall, in accordance with Section 5(l) of the Lease, at its own cost, engage an engineer licensed and qualified in the state where the Project is located, to certify that any objects brought, installed or kept on the Premises will not exceed the maximum load per square foot of the building and/or roof of the building and taking into account snow loads and all other equipment located on the roof as required by local building code. Provider shall provide a copy of any structural engineering analysis to Host at Host's request.

(b) Termination of Development Activities by Provider. At any time during the Initial Period, Provider shall have the right to cease development of the Project and terminate this Agreement upon written notice to Host if:

(i) Provider determines that the Premises, as is, are insufficient to accommodate the Project; or

(ii) there exist site conditions or construction or interconnection requirements that were not known as of the effective date of this Agreement and that could reasonably be expected to materially increase the cost of Installation Work or would adversely affect the electricity production from the Project as designed;

(iii) there has been a material adverse change in the rights of Host to occupy the Premises or Provider to construct the Project on the Premises;



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(iv) an interconnection agreement with the Local Electric Utility, in form and substance satisfactory to Provider, is not executed by Provider and the Local Electric Utility within two hundred seventy (270) days after the date of this Agreement;

(v) Provider has not obtained financing within twelve months after the date of this Agreement to construct, install, own and operate and maintain the Project;

(vi) the Project does not qualify under the Applicable Solar Program;

(vii) despite its diligent efforts, Provider does not obtain all permits and approvals, on terms and conditions satisfactory to Provider, which are necessary for the construction, operation and maintenance of the Project; or

(viii) the Project is not exempt from personal property tax pursuant to M.G.L. c.59, § 5, cl. 45 (Acts of 2021, Chapter 8, §61, as amended and the Massachusetts Department of Revenue regulations adopted in connection therewith) and a Payment In Lieu of Taxes Agreement with the municipality where the Project is located is not executed and approved by the municipality to establish fixed payments in the amount(s) set forth on Exhibit A-1.

If Provider gives Host notice of such termination, this Agreement shall terminate effective as of the date specified in delivery of such notice without any further liability of the Parties to each other, provided that (i) Provider shall remove any equipment or materials which Provider has placed on the Site; (ii) Provider shall restore any portions of the Site disturbed by Provider to its pre-existing condition; (iii) the Parties shall not be released from any payment or other obligations arising under this Agreement prior to the delivery of the notice; and (iv) the confidentiality provisions of Section 14, the indemnity obligations under Section 15, and the dispute resolution provisions of Section 23 shall continue to apply notwithstanding the termination of this Agreement.

(c) Commencement of Construction, Modification of Design. Provider shall conduct a construction kick off meeting with Host. Upon prior notice to Host, Provider shall have the right to commence installing the Project on the Premises in accordance with the agreed-upon schedule as determined during the construction kick off meeting.

(i) As of the date hereof, Provider anticipates that the Project shall consist of the components and shall have the designs set forth in Exhibit E attached hereto.

(ii) Notwithstanding subsection (i) above, Provider has the right to modify the design of the Project, including the selection of the components in the Project, as Provider, in its sole discretion, may determine, provided, however, that such changes shall not result in the Project exceeding the nameplate capacity, building footprint (if project is on the roof), location and height set forth in Exhibits D and E, without Host's approval.

(d) Construction Commencement Deadline. If Provider has not commenced the Installation Work before the Construction Start Date, Host may terminate this Agreement and the

Lease by delivering notice to Provider of its intention to terminate this Agreement, and the Agreement shall terminate twenty-one (21) days after Provider's receipt of such notice; provided, that if Provider commences the Installation Work within such twenty-one (21) day period, this Agreement shall not terminate. Upon any termination in accordance with this Section 4(d) neither Party shall have any further liability to the other with respect to this Agreement, provided that (i) Provider shall remove any equipment or materials that Provider has placed on the Site; (ii) Provider shall restore any portions of the Site disturbed by Provider to their condition prior to the commencement of construction; (iii) the Parties shall not be released from any payment or other obligations arising under this Agreement prior to the delivery of the notice; and (iv) the confidentiality provisions of Section 14, the indemnity obligations under Section 15 and the dispute resolution provisions of Section 23 shall continue to apply notwithstanding the termination of this Agreement.

(e) Contractors. Provider shall use licensed and insured contractors to perform the work of installing, operating, and maintaining the Project. Provider intends to use Installer to perform such work, but may use other contractors, for all or a portion of such work, in Provider's sole discretion. Provider shall advise Host of the Installer prior to commencement of the work on the Site. Provider shall be responsible for the conduct of Installer and its subcontractors, and Host shall have no contractual relationship with Installer or its subcontractors in connection with the work on the Project. Provider shall ensure that Installer maintains insurance applicable to the Installer's activities that satisfy the requirements in Exhibit G.

(f) Status Reports, Project Testing, Commercial Operation. Provider shall give Host regular updates, on a reasonable schedule requested by Host, on the progress of installation of the Project and shall notify Host of when Provider will commence testing of the Project. Testing shall be conducted in accordance with guidelines, standards and criteria reasonably accepted or followed by photovoltaic solar system integrators in the United States. Host shall have the right to have its representatives present during the testing process, but subject to reasonable written safety rules and procedures as may be established by Provider and Installer. After Provider has determined, in its reasonable judgment, that the Project meets the requirements of and has been approved for interconnection by the Local Electric Utility, has been installed in accordance with all Applicable Laws, and is capable of producing electricity on a continuous basis for at least four (4) continuous hours, Provider shall notify Host that the Installation Work is complete. Provider shall provide Host with written notice of the Commercial Operation Date for the Project, which may be immediately upon delivery of such notice to Host.

(g) Standard of Operation. Provider shall design, obtain permits, install, operate, and maintain the Project so as to keep it in good condition and repair, in compliance with all Applicable Laws and the requirements of the interconnection agreement, and in accordance with the generally accepted practices of the electric industry, in general, and the solar generation industry, in particular, and all instructions of any original equipment manufacturers' warranties for equipment included in the Project. Such work shall be at Provider's sole expense. Except for emergency situations or unplanned outages, Provider shall cause the work to be performed between the hours of 7:00 am and 7:00 pm, Monday through Saturday, in a manner that minimizes interference with Host and Host's employees, visitors, tenants and licensees and their customers to the extent commercially practical. Provider shall, and shall cause its contractors to,



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keep the Site reasonably clear of debris, waste material and rubbish, and to comply with reasonable safety procedures established by Host for conduct of business on the Site. In the event of an emergency or unplanned outage, Provider shall have unimpeded access to the Project, subject to any site-specific security requirements of Host.

(h) Provider Project Shut Down. Provider may shut down the Project at any time in order to perform required emergency repairs to the Project Provider shall give Host notice of such shutdown soon as reasonably practicable. At other times, Provider shall give Host advance notice of the shutdown as may be reasonable in the circumstances. Provider shall not have any obligation to reimburse Host for costs of purchasing electricity that would have been produced by the Project but for such shutdown unless the performance guarantee in Section 5(b) is not met. Provider and Host will agree upon a reasonable shut down duration. Provider shall use reasonable efforts not to schedule shutdowns during peak periods of electric generation and periods when peak energy and demand prices are charged by the Electric Service Provider, except as may be required in accordance with prudent electric industry safety practices in the event of equipment malfunction.

(i) Metering. Provider shall install and maintain a revenue grade kilowatt-hour (kWh) meter for the measurement of electrical energy provided by the Project and may, at its election, install a revenue grade kilowatt-hour (kWh) meter for the measurement of electrical energy delivered by the Local Electric Utility and consumed by Host at the Premises.

Subject to any applicable requirements of the Local Electric Utility:

(i) Installation. Provider shall maintain and test the meter in accordance with but not limited to Applicable Law and as provided herein. Provider shall ensure that the meter is installed and calibrated correctly to manufacturer and utility specifications during commissioning of the Project.

(ii) Measurements. Readings of the meter shall be conclusive as to the amount of electric energy delivered to Host; provided that if the meter is out of service, is discovered to be inaccurate pursuant to Section 4(iii) below, or registers inaccurately, measurement of energy shall be determined by estimating by reference to quantities measured during periods of similar conditions when meter was registering accurately.

(iii) Testing and Correction.

A. Standard of Meter Accuracy; Resolution of Disputes as to Accuracy. The following steps shall be taken to resolve any disputes regarding the accuracy of the meter:

(1) If either Party disputes the accuracy or condition of the meter, such Party shall so advise the other Party in writing.

(2) Provider shall, within thirty (30) days after receiving such notice from Host, or Host shall, within such time after having received such notice from



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Provider, advise the other Party in writing as to its position concerning the accuracy of such meter and state reasons for taking such position.

(3) If the Parties are unable to resolve the dispute through reasonable negotiations, then either Party may cause the meter to be tested by an agreed upon and disinterested third party.

(4) If the meter is found to be inaccurate by not more than two percent (2%), any previous recordings of the meter shall be deemed accurate, and the Party disputing the accuracy or condition of the meter shall bear the cost of inspection and testing of the meter.

(5) If the meter is found to be inaccurate by more than 2% or if such meter is for any reason out of service or fails to register, then (1) Provider shall promptly cause any meter found to be inaccurate to be replaced or adjusted to correct, to the extent practicable, such inaccuracy, (2) the Parties shall estimate the correct amounts of energy delivered during the periods affected by such inaccuracy, service outage or failure to register as provided in Section 4 (i) (ii) or (iii), and (3) Provider shall bear the cost of inspection and testing of the meter and reimburse or credit Host if Host was the disputing Party. If as a result of such adjustment the quantity of energy for any period is decreased (such quantity, the "Electricity Deficiency Quantity"), Provider shall reimburse or credit Host for the amount paid by Host in consideration for the Electricity Deficiency Quantity, and shall bear the cost of inspection and testing of the meter. If as a result of such adjustment the quantity of energy for any period is increased (such quantity, the "Electricity Surplus Quantity"), Host shall pay for the Electricity Surplus Quantity at the price applicable during the applicable period.

B. Host's Right to Witness Tests. Host shall have the right to witness each test or any calibration of meters or monitoring equipment conducted by or under the supervision of Provider to verify the accuracy of the measurements and recordings of the meter or the monitoring equipment. Provider shall provide at least five (5) Business Days prior written notice to Host of the date upon which any such test or calibration is to occur. Provider shall prepare a written report setting forth the results of each such test, and shall provide Host with copies of such written report and the underlying supporting documentation not later than thirty (30) days after completion of such test. Host shall have the right to access all meters at reasonable times and with reasonable prior notice for the purpose of verifying readings and calibrations, but Host shall not have the right to open or undertake any other physical actions on the meters and access rights shall be subject to any requirements or limitations of the Local Electric Utility. If the metering equipment is found to be inaccurate, it shall be corrected and past readings shall be promptly adjusted in accordance with Section 4(i)(A)(5).

(iv) No Duty on Host. Notwithstanding the foregoing, the Parties acknowledge and agree that Host is under no responsibility or duty to ascertain, to inspect or to otherwise



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determine whether the meter or any other part of the Project is out of service, is discovered to be inaccurate or registers inaccurate readings; is malfunctioning or is otherwise defective, it being agreed that at all times such responsibility or duty shall remain with the Provider.

## 5. SALE OF ELECTRIC ENERGY.

(a) Sale of Electricity. Throughout the Operations Period, subject to the terms and conditions of this Agreement and the Lease, Provider shall sell to Host and Host shall buy from Provider all electric energy produced by the Project, whether or not Host is able to use all such electric energy. The Point of Delivery of the electric energy shall be as indicated in Exhibit E. Title to and risk of loss with respect to the energy shall transfer from Provider to Host at the Point of Delivery. Provider shall own the Capacity Value of the Project. The Provider shall sell the capacity of the Project into the Forward Capacity Market by the later of twelve (12) months from the Commercial Operation Date or the first date available to participate in the Forward Capacity Auction; if not, the Provider relinquishes ownership of the Capacity Value of the Project to the Host. The interconnection point of the Project with the Local Electric Utility shall be as indicated in Exhibit E.

(b) Performance Guarantee. Beginning on the Commercial Operation Date and as of each anniversary thereof, if the Project produces less than eighty-five percent (85%) of the applicable Estimated Annual Production specified in Exhibit F, unless, and then only to the extent that, the failure to meet the Estimated Annual Production is due to (i) failure, damage or downtime attributable to third parties or Host, (ii) equipment failure or delayed repair of equipment due to the claims process with the equipment manufacturer which are beyond the reasonable control of Provider, (iii) a Force Majeure Event, (iv) variability due to weather, (v) acts or omissions of Host of any of its obligations hereunder, (vi) any Host Requested Shutdown, Provider Safety Shutdown or Project Relocation under Section 10(a), (b), or (c); or (vi) any reduction in output attributable to interference with solar access of the Project by adjoining landowners; in its next invoice Provider shall credit Host an amount equal to the product of (i) the positive difference, if any, of the Avoided Energy Price during such period minus the applicable kWh Rate specified in Exhibit A, multiplied by (ii) the difference between the actual Project Output during such 12-month period and eighty-five percent (85%) of the Estimated Annual Production for such period. Such credit shall be Host's sole and exclusive remedy for Provider's failure to meet the Estimated Annual Production for such period.

## 6. PAYMENT AND BILLING.

(a) Rates. Host shall pay Provider for electricity produced by the Project at the rates set forth in Exhibit A attached hereto. The rate during any Extension Term shall be mutually agreed upon by Host and Provider.

(b) Billing. Host shall pay for the electricity produced by the Project monthly in arrears. Promptly after the end of each calendar month, Provider shall provide Host with an invoice setting forth the quantity of electricity produced by the Project in such month, the



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applicable rates for such electricity, and the total amount due, which shall be the product of the quantities and the applicable rates.

(c) Invoice Delivery. Invoices shall be in writing and shall be either (i) delivered by hand; (ii) mailed by first-class, registered or certified mail, return receipt requested, postage prepaid; (iii) delivered by a recognized overnight or personal delivery service; or (iv) transmitted by email (such transmission to be effective on the day of receipt if transmitted prior to 5:00 pm local time on a Business Day or in any other case as of the next Business Day following the day of transmittal)addressed as follows:

To Host: City of Melrose
562 Main St
Melrose,MA 02176
Attention: Jim Troup
Email: jtroup@cityofmelrose.org

(d) Payment. Subject to the subparagraph (e) below regarding disputed invoices, Host shall pay each invoice within thirty (30) days of receipt of the invoice. Payments shall be made by check or electronic funds transfer to an account designated by Provider in the invoice or in a written notice delivered to Host. Any amounts not paid when due, including any amounts properly disputed and later determined to be owing, shall accrue interest on the unpaid amount at the rate equal to the lesser of (i) 1% per month, compounded monthly or (ii) the highest rate allowed by applicable law.

(e) Disputed Invoices. If Host objects to all or a portion of an invoice, Host shall, on or before the date payment of the invoice is due, (i) pay the undisputed portion of the invoice, and (ii) provide an itemized statement of its objections setting forth in reasonable detail the basis for its objections. If Host does not object prior to the date payment of any invoice is due, Host shall be obligated to pay the full amount of such invoices but Host may subsequently object to such invoice and, if such objection proves to be correct, receive a refund of the disputed amount; provided, however, that Host may not object to any invoice more than eighteen (18) months after the date on which such invoice is rendered. The right to dispute or object to an invoice, shall, subject to the time limitation provided in this Section 6(e), survive the expiration or termination of this Agreement.

## 7. SUPPLEMENTAL POWER

(a) Back-up and Supplemental Electricity. Except as otherwise provided herein, throughout the Term, Host shall be responsible for obtaining all of its requirements for electric energy in excess of the amounts produced by the Project and pay for such service pursuant to contracts with or applicable tariffs of the Local Electric Utility or other Electric Service Provider. Provider shall have no obligation to obtain or pay for such supplemental or back-up electricity.

(b) Interconnection and Interconnection Fees. Provider shall be responsible for arranging the interconnection of the Project with Host's Local Electric Utility in a manner which



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includes bi-directional or "net metering". Host shall be responsible for maintaining the interconnection of the Site with the Local Electric Utility through to the Host's side of the Point of Delivery. Provider shall be responsible for maintaining the interconnection of the Project to the Provider's side of the Point of Delivery with the Local Electric Utility. Host shall enter into any retail agreement required by the Local Electric Utility pursuant to its tariffs. Provider shall be responsible for all costs, fees, charges and obligations required to connect the Project to the Local Electric Utility distribution system, including but not limited to fees associated with system upgrades and operation and maintenance carrying charges ("Interconnection Obligations"), however, if system upgrades in addition to any upgrades contemplated and budgeted for as of Effective Date are required, Provider shall be entitled to adjust the Energy Purchase Prices in Exhibit A to compensate Provider for such increased costs, and if the Parties are unable to agree on such adjustments, Provider may exercise its right to terminate under Section 4(b).

(c) Production Excess. Provider shall, with the cooperation of Host, work to qualify the Project for the highest available compensation for any solar production which is not used at the time of generation and is transmitted to the Local Electric Utility (the "**Production Excess**"). The Parties will work cooperatively and in good faith to meet all requirements regarding such Production Excess under Applicable Law, the Applicable Solar Program, and Local Electric Utility tariffs, including applicable interconnection and metering requirements (e.g., Massachusetts tariff Schedule Z). In the event that the Project produces Production Excess, then the Parties agree that (a) Host shall be entitled to the associated compensation and/or bill credits (including but not limited to Net Metering Credits, Alternative On-Bill Credits, or Qualifying Facility compensation), and (b) Provider shall transmit such Production Excess into the Local Electric Utility system on behalf of and for the account of Host.

(d) Applicable Solar Program Incentives. Provider shall receive all payments available under any Applicable Solar Program. Host shall provide reasonable assistance to Provider in preparing all applications and other documents necessary for Provider to receive such payments, including designating Provider as the customer for purposes of the Applicable Solar Program or assigning payments from the Applicable Solar Program to Provider. If Host receives any payments under the Applicable Solar Program or other programs in respect of the Project, it shall promptly pay them over to Provider. Host's obligation to make any payments to Provider under this Section 7(d) is limited to any payments actually received by Host.

(e) Ownership of Tax Attributes. Provider (and/or Financing Party) shall be the owner of any Tax Attributes that may arise as a result of the ownership and operation of the Project and shall be entitled to transfer such Tax Attributes to any person. Host shall provide reasonable assistance to Provider in preparing all documents necessary for Provider to receive such Tax Attributes, and if Host is deemed to be the owner of any such Tax Attributes, Host shall assign the same (or the proceeds thereof) to Provider. If Host receives any payments in respect of such Tax Attributes, it shall promptly pay them over to Provider.

(f) Environmental Attributes. Except as otherwise provided for under Applicable Law, or Applicable Solar Program rules, or the applicable tariff of the Local Electric Utility, Provider (and/or

Financing Party) shall be the owner of any Environmental Attributes that may arise as a result of the operation of the Project and shall be entitled to transfer such Environmental Attributes to any person. Host shall provide reasonable assistance to Provider in preparing all documents necessary for Provider to receive such Environmental Attributes, and if Host is deemed to be the owner of any such Environmental Attributes, Host shall assign the same (or the proceeds thereof) to Provider. If Host receives any payments in respect of such Environmental Attributes, it shall promptly pay them over to Provider.

(g) Capacity & Ancillary Services. Provider shall be entitled to receive any payments for electric capacity or ancillary services that may become available as a result of the construction or operation of the Project. Host shall provide reasonable assistance to Provider in preparing all documents necessary for Provider to receive such payments, and if Host is deemed to be the owner or provider of such capacity or services, Host shall assign the same to Provider If Host receives any payments in respect of capacity or such services it shall promptly pay them over to Provider.

(h) Neither Party is A Utility. Neither Party is, and neither Party shall assert that the other Party is, (i) an electric utility or public service company or similar entity that has a duty to provide service, (ii) subject to electric rate regulation, or (iii) otherwise subject to regulation by any governmental authority as a result of its obligations or performance under this Agreement.

(i) Project Alterations. Host agrees to negotiate in good faith with respect to any alterations to the Project proposed by the Provider that may increase payments available under the Applicable Solar Program, Tax Attributes, Environmental Attributes, or increased capacity or ancillary services. Proposed alterations may include, but are not limited to, the addition of an energy storage system to the Project. Upon mutual agreement, this Agreement and the Lease shall be amended to include any agreed upon Project alteration.

## 8. OWNERSHIP OF PROJECT; SERVICE CONTRACT.

(a) Ownership of Project. As between the Parties, Provider shall retain title to (i) the Project and the Environmental Attributes produced or associated with the Project or the energy produced by the Project, and (ii) all compensation associated with such Environmental Attributes under the Applicable Solar Program or under any other successor program.

(b) Service Contract. Since this Agreement provides for the sale of electric energy from the Project which is an alternative energy facility under Section 7701(e)(3)(D) of the Internal Revenue Code of 1986 as amended, this Agreement is a service contract within the meaning of Section 7701(e)(3) of the Internal Revenue Code of 1986, as amended.

## 9. PURCHASE OPTIONS; REMOVAL AT END OF TERM.

(a) Early Purchase Option. On the seventh ($7^{th}$), tenth ($10^{th}$), and fifteenth ($15^{th}$) anniversary of the Commercial Operation Date, provided no Host Event of Default has occurred and is continuing, the Host shall have the option to purchase the Project from Provider at a price



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which will be the greater of (i) the applicable value identified in Exhibit B or (ii) the Fair Market Value of the Project as determined by mutual agreement of Host and Provider as of such anniversary date; provided, however, if Host and Provider cannot agree to a Fair Market Value within twenty (20) days after Host has exercised its option, the Parties shall select and share equally the costs of a nationally recognized independent appraiser with experience and expertise in the solar photovoltaic industry acting reasonably and in good faith to determine the Fair Market Value of the Project, provided that Host may, in its discretion, rescind its exercise of the option to purchase by written notice to Provider received no later than the fifth (5th) Business Day following receipt of such appraisal. If Host desires to exercise this option, it shall no later than ninety (90) days prior to the applicable anniversary date notify Provider of its election to exercise the option, and, unless it has rescinded the exercise of the option as aforesaid, on or before such anniversary date shall pay the purchase price to Provider by electronic transfer in immediately available funds to an account designated by Provider.

(b) End of Term Purchase Option. Host shall have the right to purchase the Project from Provider at the expiration of the Operations Period at the then Fair Market Value of the Project. No earlier than twelve months prior to the expiration of such Operations Period and no later than nine (9) months prior to the expiration of the Operations Period, Host shall notify Provider of its intent to exercise the option. Within ninety-one (91) days of its receipt of such notice, Provider shall give Host its appraisal of the Fair Market Value of the Project at the end of the Term. Host may, but is not obligated to, accept such appraisal. If Host does not accept such appraisal within ten (10) Business Days of receiving the appraisal from Provider, the Parties shall meet to discuss the appraisal. If they are unable to reach agreement within twenty (20) days of the Host's receipt of the appraisal from Provider, the Parties will engage and share the costs equally of a nationally recognized independent appraiser with experience and expertise in the solar photovoltaic industry acting reasonably and in good faith to determine the Fair Market Value of the Project consistent with the terms of the transaction. Notwithstanding the foregoing, in the event that Provider enters into a sale/leaseback transaction in connection with funding the installation of the Project, the process of determining the Fair Market Value of the Project in this Agreement shall be undertaken by a nationally recognized independent appraiser with experience and expertise in the solar photovoltaic industry acting reasonably and in good faith to determine the Fair Market Value of the Project and shall be undertaken consistently with the terms of such transaction so that the process for determining Fair Market Value under this Agreement shall be the same as provided in the agreements for such sale/leaseback transaction. Host may, in its discretion, rescind its exercise of the option to purchase by written notice to Provider received no later than the fifth (5th) Business Day following receipt of such appraisal.

(c) Transfer of Ownership. Upon Host's notice that it elects to exercise the option set forth in either Section 9(a) or 9(b) above, Provider shall prepare and deliver to Host a set of records on the operation and maintenance history of the Project, including a summary of known defects. Upon payment of the purchase price, Provider shall deliver, or cause to be delivered, to Host a bill of sale conveying the Project to Host free and clear of Liens on Provider's interest in the Project. Such bill of sale shall not contain any warranties, other than a warranty against any defects in title arising through Provider. Provider shall use all reasonable efforts to transfer any remaining manufacturer's warranties on the Project, or portions thereof, to Host. Upon the transfer of ownership of the Project to Host, this Agreement shall terminate.



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(d) Operation & Maintenance After Sale. Prior to the effective date of Host's purchase of the Project under Section 9(a) or 9(b), Host and Provider shall discuss entering into an operation and maintenance agreement under which Provider shall perform all or a portion of the operation and maintenance requirements of the Project following Host's purchase of the Project. However, neither Party shall be under an obligation to enter into such an agreement.

(e) No Survival of Purchase Option. The options for Host to purchase the Project under Sections 9(a) and 9(b) shall not survive the termination of this Agreement.

(f) Removal of Project at Expiration. Provider shall decommission the Project in accordance with Section 9 of the Lease or Easement.

**10. SHUTDOWNS, RELOCATION; CLOSURE OR SALE OF SITE.**

(a) Host Requested Shutdown. Host from time to time may request Provider to temporarily stop operation of the Project for a period no longer than thirty (30) days or a predetermined date mutually agreed upon by both the Host and Provider, such request to be reasonably related to Host's activities in maintaining and improving the Site. During any such shutdown period (but not including periods of Force Majeure or Allowed Disruption Time as defined below, nor where the maintenance activities were made necessary by a Provider Event of Default), Host will pay Provider an amount equal to the sum of (i) payments that Host would have made to Provider hereunder for electric energy that would have been produced by the Project during the period of the shutdown; (ii) revenues that Provider would have received with respect to the Project under the Applicable Solar Program and any other assistance program with respect to electric energy that would have been produced during the period of the shutdown; and (iii) revenues from Environmental Attributes and Tax Attributes that Provider would have received with respect to electric energy that would have been produced by the Project during the period of the shutdown. Determination of the amount of energy that would have been produced during the period of the shutdown shall be based, during the first Operations Year, on reasonably estimated levels of production and, after the first Operations Year, based on actual operation of the Project during the same period in the previous Operations Year, or based on reasonable data offered by Provider if the Project was offline for any reason during such previous Operations Year.

Notwithstanding the foregoing, the Parties agree that after year six (6) (but not during years one (1) through six (6)) of the Operations Period of the Agreement, Host shall be afforded a total of fifteen (15) days which may be used consecutively or in periods of at least twenty-four hours each ("Allowed Disruption Time") during which the Host may request that the Project be shut down if, and only if, Host is performing maintenance or repairs to the Premises which require the Project to be offline. Host shall not be obligated to make payments to Provider for electricity not received during the Allowed Disruption Time; nor shall Host be required to reimburse Provider for any other lost revenue during the Allowed Disruption Time, including any lost revenue associated with any reduced sales of Environmental Attributes and Tax Attributes.



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(b) Provider Safety Shutdown. In addition to the right of Provider to shut down the Project for maintenance as provided in Section 4(j), Provider may shutdown the Project if Provider, in the exercise of reasonable judgment, believes Site conditions or activities of persons on a Site, which are not under the control of Provider, whether or not under the control of Host, may interfere with the safe operation of the Project. Provider shall give Host written notice of a shutdown immediately upon becoming aware of the potential for such conditions or activities. Provider and Host shall cooperate and coordinate their respective efforts to restore Site conditions so as to not interfere with the safe operation of the Project and to reduce, to the greatest extent practicable, the duration of the shutdown; provided that Provider shall not be responsible for any costs or expenses in connection with restoration of conditions at the Site required due to conditions or activities of persons on the Site not under the control of Provider. If a shutdown pursuant to this Section 10(b) continues for 180 days or longer, Provider may terminate this Agreement and Host shall pay the Early Termination Amount.

(c) Project Relocation. Host may request to move the Project to another location on the Site or to another site owned by Host, but any such relocation shall be subject to the approval of Provider and Financing Party in each of their sole discretion. In connection with such relocation, Host shall execute an amendment to this Agreement reflecting the new location of the Project but otherwise continuing all the terms and conditions of this Agreement for the remaining term of this Agreement. Host shall also provide any consents or releases required by Provider in connection with the new location. Host shall pay all reasonable costs associated with the removal and relocation of the Project, including installation and testing costs and interconnection costs. In addition, during the Relocation Event, Host will pay Provider an amount equal to the sum of (i) payments that Host would have made to Provider hereunder for electric energy that would have been produced by the Project following the Relocation Event; (ii) revenues that Provider would have received with respect to the Project under the Applicable Solar Program and any other assistance program with respect to electric energy that would have been produced following the Relocation Event; and (iii) revenues from Environmental Attributes and Tax Attributes that Provider would have received with respect to electric energy that would have been produced by the Project following the Relocation Event. Determination of the amount of energy that would have been produced following the Relocation Event shall be based, during the first Operations Year, on the estimated levels of production and, after the first Operations Year, based on actual operation of the Project in the same period in the previous Operations Year, or based on reasonable data offered by Provider if the Project was offline for any reason during such previous Operations Year.

(d) Premises Shutdown; Interconnection Deactivated. In the event the facilities where the Premises are located are closed or the interconnection becomes deactivated, Host shall not be excused for the period of closure or deactivation from paying Provider for all electricity produced by the Project on the Premises and delivered to the Point of Delivery unless such closure or deactivation is caused by (i) a Force Majeure Event or (ii) any unexcused action or inaction of Provider or persons for whom Provider is responsible.

(e) Sale of Site. In the event Host transfers (by sale, lease or otherwise) all or a portion of its interest in the Site, except as otherwise provided in this subsection (e), Host shall remain primarily liable to Provider for the performance of the obligations of Host hereunder



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notwithstanding such transfer. However, if no Host Event of Default has occurred and is continuing at the time of the transfer, and the transferee is acceptable to Provider and Financing Party in their sole discretion and executes agreements assuming this Agreement in form and substance satisfactory to Provider and Financing Party in their sole discretion, Host shall be released from further obligations under this Agreement. For avoidance of doubt, if Host is a municipality or governmental entity, the sale, lease or transfer of all or a portion of Host's interest in the Site to a transferee that is a municipality or governmental entity with a credit rating assigned by Moody's Investor Service at least equal to or better than Host's shall be deemed an acceptable transferee, provided the other requirements set forth in this Section 10(e) are satisfied.

**11. TAXES.**

(a) Income Taxes. Provider shall be responsible for any and all income taxes associated with payments from Host to Provider for electric energy from the Project. Provider (and/or Financing Party), as owner of the Project, shall be entitled to all Tax Attributes with respect to the Project.

(b) Sales Taxes. Host shall provide Provider with any certificates or other documents required or appropriate to evidence Host's exemption from any applicable taxes, fees, and charges, including sales, use, and gross receipts taxes, imposed or authorized by any Governmental Authority on the sale of electric energy by Provider to Host. Host shall timely report, make filings for, and pay any and all such taxes assessed directly against it by any Governmental Authority. To the extent Provider pays such amounts, Provider shall notify Host in writing with a detailed statement of such amounts, which shall be invoiced by Provider and Host shall reimburse Provider for any and all such taxes assessed against and paid by Provider.

(c) Property Taxes. If project will produce not more than 125% of the annual load of the Property Provider will apply to the City of Melrose for exemption of the Project from personal property tax pursuant to M.G.L. c.59, § 5, cl. 45, and will employ commercially reasonable efforts to secure such exemption. If the project will produce more than 125% of the annual load of the Property or if the exemption is not granted, Provider will seek to enter into a Payment In Lieu of Taxes (PILOT) Agreement with the City of Melrose to establish fixed payments in lieu of personal property tax. Upon execution of a PILOT Agreement, if the PILOT amounts differ from the Assumptions Around Pricing Elements as set forth in Exhibit A, Provider will prepare and the Parties shall execute an amendment to this Agreement , in accordance with the provisions of Exhibit A, to reflect the new rate effective as of the date the PILOT payments begin.

If Provider is assessed any real property taxes related to the existence of the Project on the Premises or if Provider is unable to obtain exemption of the Project from personal property tax and is not able to enter into a PILOT Agreement with the City of Melrose, then Host acknowledges and agrees that Provider shall have the right once per year to invoice Host for the exact amount of the such property taxes. Such invoice shall include documentation demonstrating the tax liability from the taxing authority for the current tax year and proof of payment from Provider to the taxing authority. Such invoice shall be submitted to the Host separately from any monthly invoice for solar energy generation.



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If Provider seeks to obtain exemption of the Project from personal property tax, and/or seeks to enter into a PILOT Agreement with the City of Melrose, and is ultimately unsuccessful, within thirty (30) days of such determination being made Provider will inform Host of such determination and, (1) if Host or the owner of the Site is a municipality, Host will provide Provider, or (2) if Host or the owner of the Site is not a municipality, Provider will provide Host with a good faith estimate of the annual amount of the expected personal property taxes.

Each Party has the right to contest taxes in accordance with Applicable Law and the terms of encumbrances against the Site. Each Party shall use all reasonable efforts to cooperate with the other party in any such contest of tax assessments or payments. In no event shall either Party postpone during the pendency of an appeal of a tax assessment the payment of taxes otherwise due except to the extent such postponement in payment has been abated, bonded or otherwise secured in accordance with Applicable Law.

(d) Reimbursement Deadline. Any reimbursement of taxes owing pursuant to this Section 11 shall be paid within twenty (20) Business Days of receiving an invoice from the Party who paid the taxes.

**12. INSURANCE.**

(a) Coverage. Host and Provider shall each maintain the insurance coverage set forth in Exhibit G in full force and effect throughout the Term. Host and Provider shall also provide any additional insurance which may be required from time to time by the Local Electric Utility or any legal or regulatory authority affecting the Premises or operation of the Project. If Host has established and maintains a program of self-insurance, Host shall maintain self-insurance for the coverages and in the amounts set forth on Exhibit G.

(b) Insurance Certificates. Each Party shall furnish current certificates indicating that the insurance required under this Section 12 is being maintained. Each Party's insurance policy provided hereunder shall contain a provision whereby the insurer agrees to give the other Party written notice before the insurance is cancelled or materially altered.

(c) Certain Insurance Provisions. Each Party's insurance policy shall be written on an occurrence basis and shall include the other Party as an additional insured as its interest may appear. Each Party's insurer shall waive all rights of subrogation against the other Party except in the case of such Party's negligence or willful misconduct.

(d) Insurance Providers. All insurance maintained hereunder shall be maintained with companies approved to do business in Massachusetts, and rated no less than A- as to Policy Holder's Rating in the current edition of Best's Insurance Guide (or with an association of companies each of the members of which are so rated), provided such requirement shall not apply if a Party maintains an active self-insurance program and provides required insurance pursuant to such self-insurance program.

(e) Flood Insurance. If required under Applicable Law, Host shall maintain FEMA-approved flood insurance for the Premises.

## 13. COOPERATION.

The Parties acknowledge that the performance of each Party's obligations under this Agreement will frequently require the assistance and cooperation of the other Party. Each Party therefore agrees, in addition to those provisions in this Agreement specifically providing for assistance from one Party to the other, that it will at all times during the Term cooperate with the other Party and provide all reasonable assistance to the other Party to help the other Party perform its obligations hereunder.

## 14. PRESS RELEASES AND CONFIDENTIALITY.

(a) Goodwill and Publicity. Neither Party shall use the name, trade name, service mark, or trademark of the other Party in any promotional or advertising material without the prior written consent of such other Party. The Parties shall coordinate and cooperate with each other when making public announcements related to the execution and existence of the Agreement, and each Party shall have the right to promptly review, comment upon, and approve any publicity materials, press releases, or other public statements by the other Party that refer to, or that describe any aspect of, the Agreement; provided that no such publicity releases or other public statements (except for filings or other statements or releases as may be required by Applicable Law) shall be made by either Party without the prior written consent of the other Party. At no time will either Party acquire any rights whatsoever to any trademark, trade name, service mark, logo or other intellectual property right belonging to the other Party. Notwithstanding the foregoing, Host agrees that Provider may, at its sole discretion, take photographs of the installation process of the Project and/or the completed Project, and Provider shall be permitted to use such images (regardless of media) in its marketing efforts, including but not limited to use in brochures, advertisements, websites and news outlet or press release articles. The images shall not include any identifying information without Host permission and the installation site shall not be disclosed beyond the type of establishment (such as "Retail Store," "Distribution Center," or such other general terms), the city and state. Only Provider has the exclusive right to claim that (i) electric energy provided to Host was generated by the Project, (ii) Provider is responsible for the reductions in emissions of pollution and greenhouse gases resulting from the generation of such electric energy and (iii) Provider is entitled to all credits, certificates, registrations, etc., evidencing or representing any of the foregoing except as otherwise expressly provided in this Agreement. However, the terms of this Agreement and information about the Project other than that described above constitutes Confidential Information, as defined below, and is subject to the remaining provisions of this Section 14.

(b) Limits on Disclosure of Confidential Information. Subject to the exceptions set forth below in Section 14(c), each Party agrees that, (i) without the consent of the other Party, it shall not disclose any Confidential Information received from the other Party to any other person and (ii) it shall use any Confidential Information received from the other Party only for the purpose of fulfilling its obligations under this Agreement. Notwithstanding the foregoing, subject to the



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requirements of Section 14(c) below, the Parties may, and shall, disclose any information required to be disclosed under rules, regulations and contracts implementing the Applicable Solar Program or Tax Attributes required to be disclosed by any Governmental Authority under Applicable Law or pursuant to a validly issued subpoena or required filing.

(c) Permissible Disclosures. Provider may provide this Agreement, and any correspondence, notices and other information related to this Agreement to any person who has provided or who is interested in providing construction or permanent financing, or any refinancing thereof, to Provider in connection with the Project. In addition, if a receiving Party is required by Applicable Law, validly issued subpoena or required filing to disclose any Confidential Information provided by the disclosing Party, the receiving Party may make disclosure as required by law, but the receiving Party shall prior to making any disclosure, if lawfully permitted to do so, notify the disclosing Party of the requested disclosure and shall use its reasonable efforts to cooperate with the disclosing Party, but at the expense of the disclosing Party, in any efforts by the disclosing Party to minimize the extent of the Confidential Information disclosed and the persons to whom disclosed. If Host is a public entity subject to the requirements of M.G.L. c. 66, § 10 ("MA Public Records Law") the provisions of the MA Public Records Law will govern Host's obligations under Section 14(b) and this Section 14(c), including Provider's right to raise applicability of the exemptions included in the MA Public Records Law. Notwithstanding any term herein to the contrary, the failure to notify the disclosing Party pursuant to this Section 14(c) shall not be deemed an Event of Default.

(d) Enforcement of Confidentiality Provisions. Each Party acknowledges that it may be impossible to measure the damages which may result from a breach of this Section 14 and agrees that the provisions of this Section 14 may be required to be specifically performed and each Party shall have the right to obtain preliminary and permanent injunctive relief to secure specific performance of the terms of this Section 14. The provisions of this Section 14 shall survive until three years after the effective date of any termination of this Agreement.

## 15. INDEMNIFICATION.

(a) Provider Indemnification. Provider shall indemnify, defend and hold harmless Host and its directors, officers, employees, agents, volunteers, and invitees ("Host's Indemnified Parties"), from and against all Losses incurred by the Host Indemnified Parties to the extent arising from or out of the following: (i) any third party claim for injury to or death of any Person or loss or damage to property to the extent caused by Provider's or Provider's Indemnified Parties (defined below) negligence or willful misconduct; (ii) ) third party claims for penalties or fines arising from a Provider's or Provider's Indemnified Parties violation of Applicable Law; (iii) any failure to properly interconnect or comply with the procedures of the Local Electric Utility or Applicable Law; or (iv) any failure to properly handle or dispose of any Hazardous Materials brought onto the Site by Provider or by any of Provider's employees, agents, volunteers, and invitees and released as a result of the negligence of Provider or Installer or any of Provider's or Installer's employees, agents, volunteers, and invitees. Such duty to indemnify with respect to any injuries to persons or damage to property arising from the generation of electricity from the Project shall not extend to incidents occurring on Host's side of the Point of Delivery except to the extent

caused by incidents on Provider's side of the Point of Delivery. Such duty to indemnify shall not apply to any action or claim, whether in tort (including negligence and strict liability), contract or otherwise for any loss, injury, or costs resulting from interruptions in service. Provider shall not be obligated to indemnify Host or any Host Indemnified Party for any Loss to the extent such Loss is due to the negligence or willful misconduct of Host or any Host Indemnified Party.

(b) Host Indemnification. To the extent permitted by law, Host shall indemnify, defend and hold Provider, its contractors, subcontractors, shareholders, directors, officers, employees, agents, and invitees, and Financing Party ("**Provider's Indemnified Parties**"), harmless from and against all Losses incurred by the Provider's Indemnified Parties to the extent arising from or out of (i) any third-party claim for injury to or death of any Person or loss or damage to property to the extent caused by the negligence or willful misconduct of any of Host's Indemnified Parties; (ii) Host's violation of Applicable Law; or (iii) the presence, removal or remediation of any Hazardous Materials on the Site (other than any Hazardous Materials brought on to the Site by Provider's Indemnified Parties and improperly stored, disposed of or negligently released by Provider or Installer). Host shall not be obligated to indemnify Provider or any Provider Indemnified Party for any Loss to the extent such Loss is due to the negligence or willful misconduct of Provider or any Provider Indemnified Party.

(c) Notice of Claims. Whenever any claim arises for indemnification under this Agreement, the Indemnified Person shall notify the Indemnifying Party in writing as soon as possible (but in any event prior to the time by which the interest of the Indemnifying Party will be materially prejudiced as a result of its failure to have received such notice) after the Indemnified Person has knowledge of the facts constituting the basis for such claim (the "Notice of Claim"). Such Notice of Claim shall specify all facts known to the Indemnified Person giving rise to the indemnification right and the amount or an assessment of the amount of the liability arising therefrom.

(d) Defense of Claims. The Indemnifying Party has the right, but not the obligation to assume the defense for the matter for which indemnification is sought hereunder. If the Indemnifying Party does not assume the defense, it shall timely pay all costs of legal counsel and case expenses incurred by Indemnified Person in connection with the defense, when and as incurred. If the Indemnifying Party assumes the defense, the Indemnified Person has the right to hire its own, separate counsel to defend it, but the Indemnified Person shall be responsible for the reasonable costs of such separate counsel. The Indemnifying Party shall not consent to the entry of any judgment or enter into any settlement with respect to the matter for which indemnification is sought without the prior written consent of the Indemnified Person (which consent shall not be unreasonably withheld) unless the judgment or settlement involves the payment of money damages only and does not require the acknowledgement of the validity of any claim or admission of any liability by or on behalf of any Indemnified Person.

(e) Payments. At the time that the Indemnifying Party makes any indemnity payments under this Agreement, the indemnification payment shall be adjusted such that the payment will result in the Indemnified Person receiving an indemnity payment equal to the Loss after taking into account (i) all federal, state, and local income taxes that are actually payable to the Indemnified Person with respect to the receipt of such payment and (ii) all national, state, and local tax



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deductions allowable to the Indemnified Person for any items of loss and deduction for which the Indemnified Party is being indemnified.

(f) Survival of Indemnification. The obligations of indemnification hereunder shall survive termination of this Agreement.

**16. REPRESENTATIONS AND WARRANTIES.**

(a) Mutual Representations. Each Party hereby represents and warrants to the other, as of date hereof, that:

(i) Organization. It is duly organized, validly existing and in good standing under the laws of its state of incorporation and of the state in which the Premises are located, respectively, and has the power and authority to enter into this Agreement and to perform its obligations hereunder.

(ii) No Conflict. The execution and delivery of this Agreement and the performance of and compliance with the provisions of this Agreement will not conflict with or constitute a breach of or a default under (1) its organizational documents; (2) any agreement or other obligation by which it is bound; (3) any law or regulation.

(iii) Enforceability. (1) All actions required to be taken by or on the part of such Party necessary to make this Agreement effective have been duly and validly taken; (2) this Agreement has been duly and validly authorized, executed and delivered on behalf of such Party; and (3) this Agreement constitutes a legal, valid and binding obligation of such Party, enforceable in accordance with its terms, subject to laws of bankruptcy, insolvency, reorganization, moratorium or other similar laws.

(iv) No Material Litigation. There are no court orders, actions, suits or proceedings at law or in equity by or before any governmental authority, arbitral tribunal or other body, or threatened against or affecting it or brought or asserted by it in any court or before any arbitrator of any kind or before or by any governmental authority that could reasonably be expected to have a material adverse effect on it or its ability to perform its obligations under this Agreement, or the validity or enforceability of this Agreement.

(b) Host Representations. In addition to the representations and warranties in Section 16(a), Host hereby represents and warrants to Provider, as of date hereof, that:

(i) Condition of Premises. Host has provided to Provider Host's complete and correct records of the physical condition of the Premises. If, during the Development Period, Provider deems such records inadequate for its intended purposes hereunder, it shall so notify Host in writing before commencing installation of the Project, in which event the Host shall reasonably cooperate in Provider's efforts to procure such information as Provider may reasonably require regarding the condition of the Premises. If it is discovered that the actual site conditions on part of, or on the entire Premises upon which all or part of the Project are to be installed, are materially different from the information



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presented by Host and from conditions reasonably visible to Provider during site visits prior to entering this Agreement, then if practicable the rates payable by Host hereunder shall be adjusted to compensate Provider for the cost of design and construction changes and delays actually incurred by Provider in order to adapt the Project to the unknown conditions. If such adjustment is not practicable, Provider shall have other rights under this Agreement.

(ii) Title to Premises. Host is the fee owner of and has good and valid title to [has a valid and enforceable leasehold interest in] the Premises and to Host's knowledge there are no mortgagees, lienholders or other third party claimants to the Premises. There are no encumbrances on the Premises that would interfere with or prevent the development, construction, operation or maintenance of the Project or any portion thereof.

(iii) Host Organization. Host is a municipality organized and existing under the laws of the Commonwealth of Massachusetts.

(c) Provider Representations. In addition to the representations and warranties in Section 16(a), Provider hereby represents and warrants to Host, as of date hereof, that:

(i) Interconnection Agreement and Permits. Provider shall use commercially reasonable efforts to obtain an executed interconnection agreement and all permits for the Project in a timely and efficient manner.

## 17. FORCE MAJEURE; CASUALTY.

(a) Excuse for Force Majeure Event. Except as provided in Section 17(b) or otherwise specifically provided in this Agreement, neither Party shall be considered in breach of this Agreement or liable for any delay or failure to comply with this Agreement, if and to the extent that such delay or failure is attributable to the occurrence of a Force Majeure Event; provided that the Party claiming relief as a result of the Force Majeure Event shall promptly (i) notify the other Party in writing of the existence and details of the Force Majeure Event; (ii) exercise all reasonable efforts to minimize delay caused by such Force Majeure Event; (iii) notify the other Party in writing of the cessation of such Force Majeure Event; and (iv) resume performance of its obligations hereunder as soon as practicable thereafter.

(b) No Excuse for Payment for Prior Services. Excepting a Force Majeure Event which impacts business or banking transactions nationally or globally, in which case such obligations shall be suspended but not excused, obligations to make payments for services provided prior to the Force Majeure Event shall not be excused by a Force Majeure Event.

(c) Casualty; Restoration. In the event of a casualty event, to the extent that such casualty event is attributable to the occurrence of a Force Majeure Event, which destroys all or a substantial portion of the Premises, Host shall elect, within ninety (90) days of such event, whether it will restore the Premises, which restoration will be at the sole expense of Host. If Host does not elect to restore the Premises, then Provider shall not restore the Project and this



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Agreement will terminate without penalty to either Party. If Host does elect to restore the Premises, Host shall provide notice of such election to Provider and Provider shall then elect, within ninety (90) days of receipt of such notice, whether or not to restore the Project, subject to the Parties agreeing on a schedule for the restoration of the Premises and an equitable extension to the Term of this Agreement. If the Parties are not able to so agree or if Provider does not elect to restore the Project, Provider shall promptly remove any portions of the Project remaining on the Premises, and this Agreement shall terminate without penalty to either Party. If Provider does elect to restore the Project, it shall do so at its sole expense. In the event of termination of this Agreement pursuant to this Section 17(c), (i) the Parties shall not be released from any payment or other obligations arising under this Agreement prior to the casualty event; and (ii) the confidentiality provisions of Section 14, the indemnity obligations under Section 15, and the dispute resolution provisions of Section 23 shall continue to apply notwithstanding the termination of this Agreement.

If any damage to the Project is caused by the negligence or willful misconduct of Host or Host's employees, agents, or invitees, Provider shall send written notice to Host specifying (i) the reasonable and documented expenses for repair and replacement of the Project, and (ii) documented lost revenue for sales of electricity and solar incentives (including, but not limited to, Applicable Solar Program, Tax Attributes, Environmental Attributes) that would have been received based on the estimated energy production of the Project. Host shall have thirty (30) days from the receipt of such notice to review the information contained within such notice. Any undisputed amounts shall be due and payable within thirty (30) days after Provider's notice. If Host disagrees with any information contained in such notice, Host shall provide written notice to Provider within the Host's thirty (30) day review period. In the event of a dispute, Host and Provider shall use good faith to resolve such dispute and agree upon a reimbursement amount. Once Host and Provider have agreed upon the reimbursement amount, Host shall pay such agreed amount within thirty (30) days after agreement and in the event there is no dispute, then within thirty (30) days after receipt of the notice.

(d) Termination for Force Majeure Event. Notwithstanding anything to the contrary in this Section 17, if nonperformance on account of a Force Majeure Event continues beyond a continuous period of three hundred and sixty-five (365) days, then either Party shall have the right to terminate this Agreement upon thirty (30) days' notice to the other. Upon such termination, Provider shall be required to decommission and remove the Project from the applicable Site in accordance with the Lease (unless there has been a casualty event, in which case the provisions of clause (c) above shall apply to the removal of the Project). In the event of such a termination of this Agreement with respect to the Project, the Parties shall not be released from any payment or other obligation arising under this Agreement which accrued prior to the shutdown of the Project or the Premises and the indemnity, confidentiality and dispute resolution provisions of this Agreement shall survive the termination of this Agreement.

## 18. CHANGE IN LAW.

In the event there is a Change in Law that is applicable to the operation of the Project, the sale of electric energy produced by the Project, or any other obligation of the Provider hereunder, and compliance with the Change in Law results in an increase in Provider's costs to operate and/or



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maintain the Project, Provider will submit to Host and PowerOptions within 60 days a written notice setting forth, in reasonable detail, the following: (i) the applicable Change in Law; (ii) the manner in which such Change in Law increases Provider's costs; and (iii) Provider's proposed adjustment to the then applicable and future rates for electric energy in this Agreement to reflect such increases in costs. Host agrees to an adjustment in the then applicable and future prices such that the new prices compensate Provider for the total cost increase arising from the Change in Law and said adjustment will remain in effect for as long as the costs arising from the Change in Law continue to be incurred by the Provider; provided, however any such increase shall be no greater than ten percent (10%) of the prices set forth in Exhibit A for the Term of this Agreement.

**19. PROVIDER DEFAULT AND HOST REMEDIES.**

(a) Provider Events of Default. Provider shall be in default of this Agreement if any of the following ("Provider Events of Default") shall occur:

(i) Misrepresentation. Any representation or warranty by Provider under Section 16, is incorrect or incomplete in any material way, or omits to include any information necessary to make such representation or warranty not materially misleading, and such defect is not cured within thirty (30) days after receipt of written notice from Host identifying the defect.

(ii) Abandonment During Installation. After commencement of installation of the Project, Provider abandons installation of the Project for thirty (30) days and fails to resume installation within thirty (30) days after receipt of notice from Host stating that, in Host's reasonable determination, Provider has abandoned installation of the Project.

(iii) Failure to Operate. After the Commercial Operation Date, Provider fails to operate the Project for a period of 90 days which failure is not due to equipment failure, or damage to the Project, act of governmental authority, or exercise of Provider's rights under this Agreement, or otherwise excused by the provisions of Section 17(b) (relating to Force Majeure Events), and Provider fails to resume operation within thirty (30) days after receipt of notice from Host stating that, in Host's reasonable determination, Provider has ceased operation of the Project for a period of ninety (90) consecutive days, provided, however, that such thirty (30) day cure period shall be extended by the number of calendar days during which Provider is prevented, through no fault of its own, from taking curative action if Provider had begun curative action and was proceeding diligently, using commercially reasonable efforts, to complete such curative action.

(iv) Obligation Failure. Provider fails to perform any obligation hereunder, such failure is material, such failure is not excused by the provisions of Section 17(b) (relating to Force Majeure Events), and such failure is not cured within: (A) ten (10) days if the failure involves a failure to make payment when due or maintain required insurance; or (B) sixty (60) days if the failure involves an obligation other than payment or the maintenance of insurance, after receipt of notice from Host identifying the failure.



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(v) Insolvency. Provider (A) applies for or consents to the appointment, or the taking of possession by, a receiver, custodian, trustee or liquidator of itself or a substantial portion of its property; (B) admits in writing its inability, or is generally unable, to pay its debts as such debts become due; (C) makes a general assignment for the benefit of its creditors; (D) commences a voluntary case under any bankruptcy law; (E) files a petition seeking to take advantage of any other law relating to bankruptcy, insolvency, reorganization, winding up, or composition or readjustment of debts; (F) acquiesces in, or fails to contest in a timely manner, any petition filed against Provider in an involuntary case under bankruptcy law or seeking to dissolve Provider under other Applicable Law and such petition is not dismissed within 90 days; or (G) takes any action authorizing its dissolution.

(vi) Provider has an Event of Default which results in termination under the Lease.

(b) Financing Party Opportunity to Cure; Host Remedies. Subject to the right of the Financing Party to cure a Provider Event of Default, as set forth in Section 21, upon a Provider Event of Default, if Provider or Financing Party does not cure such Provider Event of Default in accordance with the terms hereof, Host may terminate this Agreement, seek to recover damages for costs of replacement electricity and pursue any and all other remedies available at law or equity.

## 20. HOST DEFAULT AND PROVIDER REMEDIES.

(a) Host Events of Default. Host shall be in default of this Agreement if any of the following ("Host Events of Default") shall occur:

(i) Misrepresentation. Any representation or warranty by Host under Section 16, is incorrect or incomplete in any material way, or omits to include any information necessary to make such representation or warranty not materially misleading, and such defect is not cured within 30 calendar days after receipt of written notice from Provider identifying the defect.

(ii) Obstruction. Host (i) obstructs commencement of installation of the Project; (ii) fails to take any reasonable actions required by this Agreement or requested by Provider or necessary for the interconnection of the Project; or (iii) fails to take electric energy produced by the Project; and, in any of these circumstances, fails to correct such action or inaction, as the case may be, within fifteen (15) Business Days after receipt of written notice from Provider with respect to such act or omission.

(iii) Payment Failure. Host fails to make any payment due under the terms of this Agreement, and fails to make such payment within ten (10) Business Days after receipt of notice thereof from Provider.



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(iv) Obligation Failure. Host fails to perform any obligation hereunder, such failure is material, such failure is not excused by the provisions of Section 17(b) (relating to Force Majeure Events), and such failure is not cured within: (A) ten (10) Business Days if the failure involves a failure to maintain required insurance; or (B) sixty (60) calendar days if the failure involves an obligation other than payment or the maintenance of insurance, after receipt of notice from Provider identifying the failure.

(v) Insolvency. Host (A) applies for or consents to the appointment, or the taking of possession by, a receiver, custodian, trustee or liquidator of itself or a substantial portion of its property; (B) admits in writing its inability, or be generally unable, to pay its debts as such debts become due; (C) makes a general assignment for the benefit of its creditors; (D) commences a voluntary case under any bankruptcy law; (E) files a petition seeking to take advantage of any other law relating to bankruptcy, insolvency, reorganization, winding up, or composition or readjustment of debts; (F) acquiesces in, or fails to contest in a timely manner, any petition filed against Host in an involuntary case under bankruptcy law or seeking to dissolve Host under other Applicable Law; or (G) takes any action authorizing its dissolution.

(vi) Host has an Event of Default which results in termination under the Lease.

(b) Default Damages. Upon a Host Event of Default, Provider may require Host to pay to Provider the Early Termination Amount, whereupon this Agreement shall terminate immediately. Alternatively, Provider may elect to sell electricity produced by the Project to persons other than Host, and recover from Host any loss in revenues resulting from such sales; and/or pursue other remedies available at law or in equity. If necessary to sell electricity to persons other than Host, Host shall allow Provider to add a new meter dedicated to the solar Project, change the point of interconnection, and/or will support Provider with necessary approvals to change the Schedule Z. After Provider's receipt of such Early Termination Amount pursuant to this Section 20(b), Provider shall collect no additional damages resulting from lost revenues from sales of electricity from the Project.

(c) Survival of Lease, Access Rights and Easement. Upon a Host Event of Default, unless Host pays the Early Termination Amount to Provider in full thus terminating this PPA, Provider may, in its exercise of remedies pursuant to Section 20(b), make continued use of, and Host may not terminate the Lease. Provider shall not be obligated to pay any rent or other consideration for the use of such rights or interests.

## 21. COLLATERAL ASSIGNMENT, FINANCING PROVISIONS.

(a) Financing Arrangements. Provider shall not sell, transfer or assign (collectively, an "**Assignment**") this Agreement or any interest therein, without the prior written consent of Host, which shall not be unreasonably withheld, conditioned or delayed, provided, however that Provider may mortgage, pledge, grant security interests, assign, or otherwise encumber its interests in this Agreement to any persons providing debt or equity financing for the Project. Further, Host acknowledges that Provider may obtain construction financing for the Project from a third party



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and that Provider may either obtain term financing secured by the Project or sell or assign the Project to a Financing Party or may arrange other financing accommodations from one or more financial institutions and may from time to time refinance, or exercise purchase options under, such transactions. Host acknowledges that in connection with such transactions Provider may secure Provider's obligations by, among other collateral, an assignment of this Agreement and a first security interest in the Project. In order to facilitate such necessary sale, conveyance, or financing, and with respect to any lender or lessor, as applicable, Host agrees as follows:

(i) Consent to Sale and to Collateral Assignment. Host hereby consents to both the sale of the Project to a Financing Party and the collateral assignment to the Financing Party of the Provider's right, title and interest in and to this Agreement.

(ii) Rights of Financing Party. Notwithstanding any contrary term of this Agreement:

(A) Step-In Rights. The Financing Party, as owner of the Project, or as collateral assignee of this Agreement, shall be entitled to exercise, in the place and stead of Provider, any and all rights and remedies of Provider under this Agreement in accordance with the terms of this Agreement. The Financing Party shall also be entitled to exercise all rights and remedies of owners or secured parties, respectively, generally with respect to this Agreement and the Project;

(B) Opportunity to Cure Default. The Financing Party shall have the right, but not the obligation, to pay all sums due under this Agreement and to perform any other act, duty or obligation required of Provider hereunder or cause to be cured any default of Provider hereunder in the time and manner provided by the terms of this Agreement. Nothing herein requires the Financing Party to cure any default of Provider under this Agreement or (unless the Financing Party has succeeded to Provider's interests under this Agreement or has otherwise assumed Provider's obligations) to perform any act, duty or obligation of Provider under this Agreement, but Host hereby gives it the option to do so;

(C) Exercise of Remedies. Upon the exercise of remedies, including any sale of the Project by the Financing Party, whether by judicial proceeding or under any power of sale contained therein, or any conveyance from Provider to the Financing Party (or any assignee of the Financing Party as defined below) in lieu thereof, the Financing Party shall give written notice to Host of the transferee or assignee of this Agreement. Any such exercise of remedies shall not constitute a default under this Agreement;

(D) Cure of Bankruptcy Rejection. Upon any rejection or other termination of this Agreement pursuant to any process undertaken with respect to Provider under the United States Bankruptcy Code, at the request of Financing Party made within ninety (90) days of such termination or rejection, Host shall enter into a new agreement with Financing Party or its assignee having substantially the same terms and conditions as this Agreement.



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(iii) Right to Cure.

(A) Cure Period. Host will not exercise any right to terminate or suspend this Agreement unless it shall have given the Financing Party a copy of Host's prior written notice to Provider of its intent to terminate or suspend this Agreement, as required by this Agreement, specifying the condition giving rise to such right, and the Financing Party shall not have caused to be cured the condition giving rise to the right of termination or suspension within sixty (60) days after such notice or (if longer) the periods provided for in this Agreement; provided that if such Provider default reasonably cannot be cured by the Financing Party within such period and the Financing Party commences and diligently and continuously pursues cure of such default within such period, such period for cure will be extended for a reasonable period of time under the circumstances, such period not to exceed an additional sixty (60) days. The Parties' respective obligations will otherwise remain in effect during any cure period.

(B) Continuation of Agreement. If the Financing Party or its assignee (including any purchaser or transferee), pursuant to an exercise of remedies by the Financing Party, shall acquire title to or control of Provider's assets and shall, within the applicable time periods described in Section 21(a)(iii)(A) above, cure all defaults under this Agreement existing as of the date of such change in title or control in the manner required by this Agreement and which are capable of cure by a third person or entity then such Person shall no longer be in default under this Agreement, and this Agreement shall continue in full force and effect. If the Financing Party notified Host in writing within such sixty (60) day period that it must foreclose on Provider's Interest or otherwise take possession of Provider's interest under this Agreement in order to cure the default (the "**Foreclosure Notice**"), the Host shall not terminate this Agreement and shall permit the Financing Party a reasonable period of time, which shall be outlined in the Foreclosure Notice, as may be necessary for such Financing Party, with the exercise of due diligence, to foreclose or acquire Provider's interest under this Agreement and to perform or cause to be performed all of the covenants and agreements of Provider under this Agreement and the Lease.

(b) Financing Party a Third Party Beneficiary. Host agrees and acknowledges that Financing Party is a third party beneficiary of the provisions of this Section 21.

(c) Entry to Consent to Assignment. Host agrees to (i) execute any reasonable consents to assignment or acknowledgements and (ii) provide such opinions of counsel as may be reasonably requested by Provider and/or Financing Party in connection with such financing or sale of the Project.

**22. LIMITATIONS ON DAMAGES.**



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NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT OR THE LEASE, AND EXCEPT AS PROVIDED IN THIS AGREEMENT IN SECTIONS 10, 19(B) AND 20(B), NEITHER PARTY NOR ANY OF ITS INDEMNIFIED PERSONS SHALL BE LIABLE TO THE OTHER PARTY OR ITS INDEMNIFIED PERSONS FOR ANY SPECIAL, PUNITIVE, EXEMPLARY, INDIRECT, OR CONSEQUENTIAL DAMAGES, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT. FOR GREATER CLARITY, IT IS AGREED BY THE PARTIES THAT THE EARLY TERMINATION PAYMENT AND ANY PAYMENT BY HOST SPECIFICALLY ADDRESSED HEREIN, INCLUDING WITHOUT LIMITATION, UNDER SECTION 10, ARE CONSIDERED DIRECT DAMAGES. FOR BREACH OF ANY PROVISION FOR WHICH AN EXPRESS REMEDY OR MEASURE OF DAMAGES IS PROVIDED IN THIS AGREEMENT, THE LIABILITY OF THE DEFAULTYING PARTY SHALL BE LIMITED AS SET FORTH IN SUCH PROVISION AND ALL OTHER DAMAGES ARE HEREBY WAIVED.

Notwithstanding anything to the contrary, Provider's total combined liability to Host under this Agreement and the Lease (whether due to breach of contract, negligence, strict liability or any other cause) shall not exceed, for all claims, a total amount of Provider's commercial general liability policy limit (combined single limit); provided that claims by Host for indemnity related to third-party claims as provided under Section 15(a) shall not be subject to such limit.

## 23. DISPUTE RESOLUTION.

(a) Negotiation Period. The Parties shall negotiate in good faith and attempt to resolve any dispute, controversy or claim arising out of or relating to this Agreement (a "**Dispute**") within 30 days after the date that a Party gives written notice of such Dispute to the other Party, except that a Party may seek injunctive relief to prevent irreparable harm without first proceeding or completing any dispute resolution proceedings.

(b) Jurisdiction, Venue, and Jury Trials. If despite the efforts, if any, to negotiate, the Parties do not resolve the Dispute within the negotiation period described above, then each Party irrevocably consents to the exclusive jurisdiction of the state and federal courts sitting in Massachusetts, in connection with any action related to the Dispute. Each Party agrees that process may be served upon it in any manner authorized by such courts and that it waives all objections which it might otherwise have to such jurisdiction and process. Further, each Party irrevocably waives all of its rights to a trial by jury with respect to any such action.

(c) Survival of Dispute Provisions. The provisions of this Section 23 and Section 25 shall survive any termination of this Agreement and shall apply (except as provided herein) to any disputes arising out of this Agreement.

## 24. NOTICES.

Delivery of Notices. All notices or other communications which may be or are required to be given by any Party to any other Party pursuant to this Agreement shall be in writing and shall



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be either (i) delivered by hand; (ii) mailed by first-class, registered or certified mail, return receipt requested, postage prepaid; (iii) delivered by a recognized overnight or personal delivery service; transmitted by email if receipt of such transmission by email is specifically acknowledged by the recipient (automatic responses not being sufficient for acknowledgement), addressed as follows:

If to Host:

City of Melrose
562 Main St
Melrose, MA 02176
Attention: City Solicitor Shannon Phillips
Email: sphillips@cityofmelrose.org

If to Provider:

Solect Energy Development LLC
89 Hayden Rowe Street
Hopkinton, Massachusetts 01748
Attention: Legal Notices
Email: legal@solect.com

Notices shall be effective when delivered (or in the case of email, when acknowledged by the recipient) in accordance with the foregoing provisions, whether or not (except in the case of email transmission) accepted by, or on behalf of, the Party to whom the notice is sent.

Each Party may designate by Notice in accordance with this section to the other Party a new address to which any notice may thereafter be given.

**25. MISCELLANEOUS.**

(a) Governing Law. This Agreement shall be governed by the laws of the Commonwealth of Massachusetts, without regard to principles of conflicts of law, and including principles of good faith and fair dealing that will apply to all dealings under this Agreement.

(b) Rules of Interpretation. Section headings are for convenience only and shall not affect the interpretation of this Agreement. References to sections are, unless the context otherwise requires, references to sections of this Agreement. The words "hereto", "hereof" and "hereunder" shall refer to this Agreement as a whole and not to any particular provision of this Agreement. The word "person" shall include individuals; partnerships; corporate bodies (including but not limited to corporations, limited partnerships and limited liability companies); non-profit corporations or associations; governmental bodies and agencies; and regulated utilities. The word "including" shall be deemed to be followed by the words "without limitation". In the event of any conflict between the text of this Agreement and the contents of an exhibit hereto, the text of this Agreement shall govern.



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(c) Severability. If any non-material part of this Agreement is held to be unenforceable, the rest of the Agreement will continue in effect. If a material provision is determined to be unenforceable and the Party which would have been benefited by the provision does not waive its unenforceability, then the Parties shall negotiate in good faith to amend the Agreement to restore to the Party that was the beneficiary of such unenforceable provision the benefits of such provision. If the Parties are unable to agree upon an amendment that restores the Party's benefits, the matter shall be resolved under Section 23, and the court will modify the unenforceable provision in order to restore to the Party that was the beneficiary of the unenforceable provision the economic benefits of such provision.

(d) Amendment and Waiver. This Agreement may only be amended by a writing signed by both Parties. Any waiver of any of the terms hereof shall be enforceable only to the extent it is waived in a writing signed by the Party against whom the waiver is sought to be enforced. Any waiver shall be effective only for the particular event for which it is issued and shall not constitute a waiver of a subsequent occurrence of the waived event nor constitute a waiver of any other provision hereof, at the same time or subsequently.

(e) Assignment. Except as provided in Section 21(a), neither Party may assign, sell, transfer or in any other way convey its rights, duties or obligations under this Agreement, either in whole or in part, without the prior written consent of the other Party which consent shall not be unreasonably withheld or delayed, except that without consent of Host, Provider (i) may assign its rights and obligations hereunder to an Affiliate of Provider and (ii) may sell or collaterally assign this Agreement in accordance with Section 21. For purposes of this Section 25(e), transfer does not include any sale of all or substantially all of the assets of Provider or Host or any merger of Provider or Host with another person, whether or not Provider or Host is the surviving entity from such merger, or any other change in control of Provider or Host, provided any such surviving entity assumes all obligations of Provider or Host, as appropriate, under this Agreement.

(f) No Joint Venture. This Agreement does not create a joint venture, partnership or other form of business association between the Parties.

(g) Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Delivery of signature by fax, or scan delivered by email, receipt acknowledged, or electronic signature are effective to bind a Party hereto.

(h) Relation of the Parties. The relationship between Provider and Host shall not be that of partners, agents, or joint ventures for one another, and nothing contained in the Agreement shall be deemed to constitute a partnership or agency agreement between them for any purposes, including federal income tax purposes. Provider and Host, in performing any of their obligations hereunder, shall be independent contractors or independent parties and shall discharge their contractual obligations at their own risk.

(i(i) CORI. With respect to Projects to be installed at Massachusetts public schools, the Host shall have the right to conduct a check of the Criminal Offender Record Information (CORI)

maintained by the Massachusetts Criminal History Board, and the Massachusetts Sex Offender Record Information (SORI) maintained by the Massachusetts Sex Offender Registry Board, for any officer or employee of the Provider or of a subcontractor of the Provider who will work at the Premises. Notwithstanding any other provision of the Agreement, the Host may refuse to allow any such employee to work on the project if the Host, in its sole discretion, determines that such employee is not suitable for work on the project based on the results of such CORI or SORI. The Host shall keep such information in a confidential file. With respect to Projects to be installed at public schools in other states, similar criminal offender and sex offender information maintained by the state shall apply, and Host shall have discretion regarding employment of such registered offenders.

(j) Notwithstanding anything in this Agreement to the contrary, Host shall have no obligation to assign to Provider any right or interest which gives the Provider greater rights or interests in the Premises or any other property owned or controlled by the Host than the rights and interests contemplated in this Agreement.

(rest of page left blank intentionally – signatures appear on next page)



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IN WITNESS WHEREOF, intending to be legally bound hereby, Provider and Host have executed this Power Purchase Agreement as of the date first set forth above.

**Solect Energy Development LLC, a Massachusetts limited liability company**

By: _____

Name (printed): _____

Title: _____

Date: _____

**City of Melrose**

By: _____

Name (printed): Paul Brodeur_____

Title: Mayor, City of Melrose_____

Date: _____

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## GLOSSARY OF TERMS

"Access Rights" means the rights more fully described in the Lease for Provider and its designees, including Installer, to enter upon and cross the Site to install, operate, maintain, repair and remove the Project, and to interconnect the Project with the Local Electric Utility and to provide water, electric and other services to the Project.

"Affiliate" means, as to any Person, any other Person which, directly or indirectly, is in control of, is controlled by, or is under common control with, such Person. For purposes of this definition, "control" of a Person means the power, directly or indirectly, to direct or cause the direction of the management and policies of such Person whether by contract or otherwise.

"Agreement" means this Power Purchase Agreement, including all exhibits attached hereto, as the same may be amended from time to time in accordance with the provisions hereof.

"Applicable Law" means any constitutional provision, law, statute, rule, regulation, ordinance, treaty, order, decree, judgment, decision, certificate, holding, injunction, registration, license, franchise, permit, authorization, or guideline issued by a Governmental Authority that is applicable to a Party to this Agreement or the transaction described herein. Applicable Law also includes an approval, consent or requirement of any Governmental Authority having jurisdiction over such Party or its property, enforceable at law or in equity.

"Applicable Solar Program" means the state laws, rules, and regulations that govern the solar incentives, rights and obligations (e.g., SMART), as may be amended from time to time, by the authorities having legal jurisdiction where the Project will be installed and where the benefits will be realized.

"Avoided Energy Price" means the rate, expressed in $/kWh, set forth in Exhibit A for purposes of calculating any credits owed to Host pursuant to Section 5(b). The Year 1 Avoided Energy Price shall be the average applicable tariff rate per kWh, at the time of execution of the Power Purchase Agreement, that Host would have paid for full requirements delivered electric service (which shall include energy-related charges such as delivery, service, distribution, or taxes, but excluding demand and other related charges) from its Local Electric Utility, with a 3% annual escalation rate applied to each subsequent Guarantee Year.

"Business Day" means a day other than Saturday, Sunday, or other day on which commercial banks in Massachusetts are authorized or required by law to be closed.

"Capacity Value" means such capacity value as determined by market rules established by ISO-NE. Provider is the owner of the capacity value of the Project and shall have the right to participate in ISO-NE's Forward Capacity market at their discretion through an aggregator or as an ISO-NE Market Participant. The Provider shall sell the capacity of the Project into the Forward Capacity Market by the later of twelve (12) months from the Commercial Operation Date or the first date available to participate in the Forward Capacity Auction; if not, the Provider relinquishes ownership of the Capacity Value of the Project to the Host.

"Change in Law" means that after the date of this Agreement, an Applicable Law is amended, modified, nullified, suspended, repealed, found unconstitutional or unlawful, or changed or affected in any material respect by any Applicable Law. Change in Law does not include changes in federal or state income tax laws. Change in Law does include material changes in the interpretation of an Applicable Law.

"Commercial Operation Date" means the date, which shall be specified by Provider to Host pursuant to Section 4(d), when the Project is physically complete and has successfully completed all performance tests and satisfies the interconnection requirements of the Local Electric Utility.

"Confidential Information" means information of a confidential or proprietary nature, whether or not specifically marked as confidential. Such information shall include, but not be limited to, any documentation, records, listing, notes, data, computer disks, files or records, memoranda, designs, financial models, accounts, reference materials, trade-secrets, prices, strategic partners, marketing plans, strategic or other plans, financial analyses, customer names or lists, Project opportunities and the like, provided however that Confidential Information does not include information which (i) was in the possession of the receiving Party before receipt from the disclosing Party; (ii) is or becomes publicly available other than as a result of unauthorized disclosure by the receiving Party; (iii) is received by the receiving Party from a third party not known by the receiving Party with the exercise of reasonable diligence to be under an obligation of confidentiality respecting the information; or (iv) is independently developed by the receiving Party without reference to information provided by the disclosing Party; or, if applicable (v) is the subject of a lawful disclosure request under the Public Records Law, M.G.L. c.66, §10 or any other applicable public disclosure laws governing Host.

"Construction Start Date" means sixty (60) days after receipt of (i) executed interconnection agreement for the Project and (ii) all permits, which shall be extended day-by-day for Force Majeure Events.

"Delay Liquidated Damages" means the daily payment of (i) $0.250/day/kW, not to exceed $15/kW in the aggregate, if Provider fails to achieve the Commercial Operation Date by the Guaranteed Commercial Operation Date in accordance with and subject to Section 2(e).

"Dispute" means a controversy or claim arising out of or relating to this Agreement.

"Early Termination Amount" (a) for terminations occurring after the first to occur of transfer of the Project to a Financing Party or the Commercial Operation Date, means an amount determined in accordance with Exhibit B, as of the applicable anniversary date set forth thereon, which includes all lost revenues from the sale or utilization of electrical energy, Environmental Attributes, or Tax Attributes, provided however, (b) in the event Host becomes liable for payment of the Early Termination Amount prior to the first to occur of the events listed in (a), Host shall instead pay to Provider a termination payment equal to the sum of the following, not to exceed the Early Termination Amount for Year 1 set forth in Exhibit B: (1) all fees, costs and expenses reasonably incurred which are either paid by Provider, or which Provider is obligated to pay and does pay, to third parties for permits, interconnection application fees and studies,



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SMART incentives and other Governmental Authority and Utility approvals; and (2) all fees, costs and expenses reasonably incurred which are either paid by Provider, or which Provider is obligated to pay and does pay, to subcontractors and suppliers as of the termination date for design, engineering and procurement of equipment and other materials included in the Project, including any battery energy storage system and including the expenses and cancellation charges reasonably incurred and paid by Provider in termination of contracts and purchase orders pertaining to the System and the Installation Work; and (3) charges for Provider's internal engineering manpower and materials reasonably expended developing the Project up to the termination date based on Provider's labor rate sheet attached hereto as Exhibit H, which may be reasonably adjusted for inflation (in writing) on an annual basis, and, in the case of the costs described in sub-clauses (1) and (2) only, plus an amount equal to eighteen percent (18%) of such costs.

"Effective Date" shall have the meaning assigned to such term in the recitals.

"Electric Service Provider" means any person, including the Local Electric Utility, authorized by the Commonwealth of Massachusetts to provide electric energy and related services to retail users of electricity in the area in which the Site is located.

"Environmental Attributes" means Renewable Energy Certificates, carbon trading credits, emissions reductions credits, emissions allowances, green tags, Green-e certifications, or other entitlements, certificates, products, or valuations attributed to the Project and its displacement of conventional energy generation, or any other entitlement pursuant to any federal, state, or local program applicable to renewable energy sources, whether legislative or regulatory in origin, as amended from time to time, and excluding, for the avoidance of doubt, any Tax Attributes and the Applicable Solar Program.

"Estimated Annual Production" means the annual estimate of electricity generated by the Project for any given year. The Estimated Annual Production for each year of the Term is set forth in Exhibit F.

"Expiration Date" means the date on which the Agreement terminates by reason of expiration of the Term.

"Fair Market Value" means the price that would be paid in an arm's length, free market transaction, in cash, between an informed, willing seller and an informed, willing buyer (who is neither a lessee in possession nor a used equipment or scrap dealer), neither of whom is under compulsion to complete the transaction, taking into account, among other things, the age and performance of the Project and advances in solar technology, provided that installed equipment shall be valued on an installed basis and costs of removal from a current location shall not be a deduction from the valuation.

"Financing Party" means a Project Lessor or Lender.

"Force Majeure Event" means any act or event that prevents the affected Party from performing it obligations in accordance with this Agreement, if such act or event is beyond the



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reasonable control, and not the result of the fault or negligence, of the affected Party and such Party had been unable to overcome such act or event with the exercise of due diligence (including the expenditure of reasonable sums). Subject to the foregoing, Force Majeure Event may include but are not limited to the following acts or events: (i) natural phenomena, such as storms, hurricanes, floods, lightning and earthquakes; (ii) explosions or fires arising from lightning or other causes unrelated to the acts or omissions of the Party seeking to be excused from performance; (iii) acts of war or public disorders, civil disturbances, riots, insurrection, sabotage, declared state of emergency or public health emergency, pandemic, government mandated quarantine or travel ban, epidemic, terrorist acts, or rebellion; (iv) acts or omissions of Governmental Authorities, including the Local Electric Utility to the extent not caused by the action or inaction of Provider; and (v) strikes or labor disputes (except involving employees of the affected Party). Force Majeure Events shall not include equipment failures or acts or omissions of agents, suppliers or subcontractors, except to the extent such acts or omissions arise from a Force Majeure Event. Changes in prices for electricity shall not constitute Force Majeure Events.

"Governmental Authority" means any international, national, federal, provincial, state, municipal, county, regional or local government, administrative, judicial or regulatory entity operating under any Applicable Laws and includes any department, commission, bureau, board, administrative agency or regulatory body of any government.

"Guaranteed Commercial Operation Date" means 270 days from the Construction Start Date, which shall be extended day-by-day for Force Majeure Events and for other events outside of Provider's reasonable control.

"Hazardous Materials" means all hazardous or toxic substances, wastes or other pollutants, including petroleum, petroleum hydrocarbons or petroleum products, petroleum by-products, radioactive materials, asbestos or asbestos-containing materials, gasoline, diesel fuel, pesticides, radon, urea formaldehyde, lead or lead-containing materials, polychlorinated biphenyls; and any other chemicals, materials, substances or wastes in any amount or concentration which are now included in the definition of "hazardous substances," "hazardous materials," "hazardous wastes," "extremely hazardous wastes," "restricted hazardous wastes," "toxic substances," "toxic pollutants," "pollutants," "regulated substances," "solid wastes," or "contaminants" or words of similar import, under any Applicable Law.

"Host" means the entity identified as Host in the recitals, and all successors and assigns.

"Indemnified Person" means the person who asserts a right to indemnification under Section 15.

"Indemnifying Party" means the Party who has the indemnification obligation under Section 15 to the Indemnified Person.

"Initial Period" has the meaning provided in Section 2.



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"Installation Work" means the construction and installation of the Project and the start-up, testing and acceptance (but not the operations and maintenance) thereof, all performed by or for Provider at the Premises.

"Installer" means Solect Energy Development, LLC, the person designated by Provider to install the Project on the Premises.

"Land Registry" means the office where real estate records for the Site are customarily filed.

"Lease" has the meaning provided in the Recitals hereof.

"Lender" means persons providing construction or permanent financing to Provider in connection with installation of the Project.

"Liens" has the meaning provided in Section 8(c).

"Local Electric Utility" means the entity authorized and required under Applicable Law to provide electric distribution service to Host at the Site.

"Losses" means any and all losses, liabilities, claims, demands, suits, causes of action, judgments, awards, damages, cleanup and remedial obligations, interest, fines, fees, penalties, costs, and expenses (including all attorney's fees and other costs and expenses incurred in defending any such claims or matters or in asserting or enforcing any indemnity obligation).

"Net Metering" means the process of measuring the difference between electricity delivered by a Local Electric Utility to a customer and electricity generated by a solar system and fed back to the Local Electric Utility, as set forth in Applicable Law.

"Net Metering Credit" shall mean the monetary value of the excess electricity generated by a Project, and credited to the Host by the Local Electric Utility, as set forth in Applicable Law.

"Operations Period" has the meaning provided in Section 2.

"Operations Year" means a twelve month period beginning at 12:00 am on an anniversary of the Commercial Operations Date and ending at 11:59 pm on the day immediately preceding the next anniversary of the Commercial Operations Date, provided that the first Operations Year shall begin on the Commercial Operations Date.

"Party" means either Host or Provider, as the context shall indicate, and "Parties" means both Host and Provider, collectively.

"Point of Delivery" has the meaning set forth in Section 5(a) and Exhibit E.

"Premises" means the portions of the Site described on Exhibit D.



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"Production Excess" has the meaning set forth in Section 7(b)(i).

"Project" means an integrated system for the generation of electricity from solar energy consisting of the photovoltaic panels and associated equipment to be installed on each of the Premises in accordance with this Agreement.

"Project Lessor" means, if applicable, any Person to whom Provider transferred the ownership interest in the Project, subject to a leaseback of the Project from such Person.

"Provider" means Solect Energy Development LLC.

"Relocation Event" means the relocation of the Project, starting at the shutdown of the Project pursuant to such relocation, and ending at the commercial operation of the Project when such relocated Project is reinstalled at a new location, as determined by the Provider in its reasonable discretion.

"Renewable Energy Certificate" or "REC" means a certificate, credit, allowance, green tag, or other transferable indicia, howsoever entitled, created by an applicable program or certification authority indicating generation of a particular quantity of energy, or product associated with the generation of a megawatt-hour (MWh) from a renewable energy source by a renewable energy Project.

"SMART Incentive Payment Effective Date" means the date on which the SMART incentive payment becomes effective as determined by the Local Electric Utility.

"Site" means the real property described on Exhibit C attached hereto.

"Tax Attributes" means the investment tax credits (including any grants or payments in lieu thereof) and any tax deductions or other benefits under the Internal Revenue Code or applicable federal, state, or local law available as a result of the ownership and operation of the Project or the output generated by the Project (including, without limitation, tax credits (including any grants or payments in lieu thereof) and accelerated and/or bonus depreciation.)

"Term" shall have the meaning provided in Section 2 hereof.



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# EXHIBIT A

## ENERGY PURCHASE PRICES

The PPA $/kWh rates set forth in this Exhibit A are dependent on Provider's good faith assumptions around the Pricing Elements set forth below, and are in accordance with the rules of the PowerOptions Solar and Storage Program. The actual SMART Incentive Payment Rate will be established upon receipt of the SMART Statement of Qualification from Massachusetts Department of Energy Resources. Upon receipt of the Statement of Qualifications, Provider shall forward a copy to Host.

Block 10

| | |
|---|---|
| SMART Incentive Amount | $0.05819 |
| PPA Rate ($/kWh) | $0.1590 |

Assumptions around Pricing Elements:

- Additional utility interconnection costs. Prices shown include budgeted interconnection costs and exclude costs (if any) for utility engineering studies or system upgrades.
- PPA Rate assumes Project is exempt from personal property tax.
- Prices shown do not include costs required to comply with additional site work, stormwater management infrastructure, environmental compliance or remediation, or Orders of Conditions, as required by local AHJ (i.e. Planning Board, Conservation Commissions).
- Federal investment tax credit amount will reflect the calendar year in which installation begins.
- Steel pricing for ground mounted or canopy structures. A change in price shall be considered material when the price of the applicable steel product or products changes by 5% percent or more between the Effective Date and the Construction Commencement Date based on the benchmark prices published by CME group U.S. Midwest Hot-Rolled Coil Index (CRU), https://www.cmegroup.com/markets/metals/ferrous/hrc-steel.contractSpecs.html or such other steel index as is agreed with PowerOptions.

Variations:

Should the actual values of the Pricing Elements materially differ from the assumed values, Provider will prepare a Final PPA Rate in accordance with the rules of the PowerOptions Solar plus Storage program. Such Final PPA Rate will be provided to Host no later than 20 days prior to the Construction Start Date, and shall automatically take effect provided such Final PPA Rate does not exceed a Maximum PPA Rate of: $0.180 unless the parties have reached agreement on

a Final PPA Rate that exceeds the Maximum PPA Rate as determined pursuant to the process described below.

If, upon receipt of all documentation necessary to establish a Final PPA Rate, the Provider determines that the Final PPA Rate exceeds the Maximum PPA Rate, the parties will cooperate in good faith to negotiate a PPA Rate acceptable to both parties. If, after fifteen (15) days, the Parties are not able to agree on an acceptable PPA Rate, Provider may, in its sole discretion, elect to (i) continue performance under this Agreement with the PPA Rate equal to the Maximum PPA Rate, or (ii) terminate this Agreement upon ten (10) days' written notice to Host. Upon a termination hereunder, Host shall reimburse Provider for Provider's direct costs incurred in performing under this Agreement between the Effective Date and the date of such termination.

AVOIDED ENERGY PRICE

The following table sets forth the "Avoided Energy Price" for purposes of calculating the amount on any credit due to the Host under the Performance Guarantee in Section 5(b), with a 2% annual escalation rate.

| **Guarantee Year** | **Avoided Energy Price per kWh** |
|---|---|
| 1 | $0.20570 |
| 2 | $0.20981 |
| 3 | $0.21401 |
| 4 | $0.21829 |
| 5 | $0.22266 |
| 6 | $0.22711 |
| 7 | $0.23165 |
| 8 | $0.23628 |
| 9 | $0.24101 |
| 10 | $0.24583 |
| 11 | $0.25075 |
| 12 | $0.25576 |
| 13 | $0.26088 |
| 14 | $0.26609 |
| 15 | $0.27142 |
| 16 | $0.27685 |
| 17 | $0.28238 |
| 18 | $0.28803 |
| 19 | $0.29379 |
| 20 | $0.29967 |



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EXHIBIT A-1

PILOT AMOUNTS

*For purposes of this PPA, the PILOT Amount assumed for each year of the Term is equal to zero dollars ($0.00).*

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EXHIBIT B

*Early Termination Amounts are calculated to achieve the same net present value for the investor as if early termination had not happened and the project went to full term.*

Subject to final PPA Prices in Exhibit A
EARLY TERMINATION AMOUNTS

| Year | Early Termination Amount | Early Purchase |
|---|---|---|
| 1 | $328,808 | **N/A** |
| 2 | $303,048 | **N/A** |
| 3 | $276,978 | **N/A** |
| 4 | $267,263 | **N/A** |
| 5 | $240,520 | **N/A** |
| 6 | $213,412 | **N/A** |
| 7 | $185,920 | $146,717 |
| 8 | $174,706 | **N/A** |
| 9 | $163,064 | **N/A** |
| 10 | $150,971 | $108,133 |
| 11 | $141,134 | **N/A** |
| 12 | $133,837 | **N/A** |
| 13 | $126,295 | **N/A** |
| 14 | $118,495 | **N/A** |
| 15 | $110,424 | $60,763 |
| 16 | $100,667 | **N/A** |
| 17 | $90,525 | **N/A** |
| 18 | $79,976 | **N/A** |
| 19 | $69,000 | **N/A** |
| 20 | $57,571 | **N/A** |



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EXHIBIT C

DESCRIPTION OF SITE

**Property Description:** The real property located at 37 GLENDOWER RD, Melrose, MA described below (the "Property").

For Landlord's title see Deed recorded with the Middlesex South Registry of Deeds/Land Records in Book 6370, Page 98.

Also related to tax taking deed Book 5969 Page 202
Property description deed Book 1859 Page 435

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6370

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S. Cuthbertson, Assistant Treasurer and duly authorized agent of the Chelsea Savings Bank, the mortgagee named in a certain mortgage given by John A. MacQuarrie to Chelsea Savings Bank dated June 15,1925, and recorded in Middlesex South District Registry of Deeds, Book 4857 Page 200 make on behalf of said bank an open, peaceable and unopposed entry on the premises described in said mortgage, for the purpose, by him declared of foreclosing said mortgage for breach of conditions thereof. Oscar W. Erickson Simon Korelitz THE COMMONWEALTH OF MASSACHUSETTS Suffolk ss. January 29, 1940. Then personally appeared the above named Oscar W.Erickson and Simon Korelitz and made oath that the above certificate by them subscribed is true, before me- Sidney M. Kensinger Notary Public My Commission Expires June 7 1946 - - - - - - - - - - - - - - - - - - - - - -

Middlesex ss. Feb. 24, 1940. 8h. 30m. A.M. Rec'd & Recorded.

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MASSACHUSETTS HOSPITAL LIFE INSURANCE CO.

DISC. MORT.

No. 7566 KNOW ALL MEN BY THESE PRESENTS, That the Massachusetts Hospital Life Insurance Company, the Mortgagee named in a certain mortgage given by Lawrence G. Tighe, of Cambridge, Massachusetts, dated April 28, 1927, and recorded with Middlesex (So. Dist) Deeds, Lib. 5090 Fol. 498 hereby acknowledges that it has received full payment and satisfaction of the same; and in consideration thereof it hereby fully cancels and DISCHARGES said Mortgage, and releases and quitclaims unto whomsoever may be lawfully entitled thereto the premises thereby conveyed. IN TESTIMONY WHEREOF, the said Massachusetts Hospital Life Insurance Company has caused these presents to be signed by its President, Edward H. Osgood, hereto duly authorized, and its corporate seal to be hereto affixed, this nineteenth day of February A.D. 1940. Massachusetts Hospital Life Insurance Company, by Edward H. Osgood President (Corporate seal) COMMONWEALTH OF MASSACHUSETTS. Suffolk ss. Boston Mass., February 19, 1940.Then personally appeared the above-named Edward H. Osgood President, and acknowledged the foregoing instrument to be the free act and deed of said Massachusetts Hospital Life Insurance Company, before me, Paul T. Litchfield Notary Public My Commission expires April 8, 1943 - - - - - - - -

Middlesex ss. Feb. 24, 1940. 8h. 30m. A.M. Rec'd & Recorded.

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CITY OF MELROSE

NOTICE DISPOSAL PETN. LD. COURT

COMMONWEALTH OF MASSACHUSETTS LAND COURT

Case No. 11521
(Court seal)

NOTICE OF DISPOSAL IN TAX LIEN CASE.

This is to certify that the petition of City of Melrose vs. John McDonald Est. to foreclose tax lien under certain deed for non-payment of taxes,



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given by the Collector of Taxes for the City of Melrose, in the County of Middlesex, and said Commonwealth, dated September 23, 1935, and duly recorded in Book 5969, Page 202, was filed in this Court on October 19, 1937. Thereafter due proceedings under said petition were instituted according to law, and finally on February 16, 1940, a decree forever foreclosing and barring all rights of redemption under said deed was entered, and this notice of final disposition of said petition is directed to be recorded in the Registry of Deeds for the South District of Middlesex County, pursuant to Section 74 of Chapter 60 of the General Laws. By the Court, Attest: Charles A. Southworth Recorder. Dated:- February 16,1940.

Middlesex ss. Feb. 24, 1940. 8h. 30m. A.M. Rec'd & Recorded.

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Union Federal Savings and Loan Association of Boston holder of a mortgage from Orlyn O. McLeish and Phyllis E. McLeish to Union Federal Savings and Loan Association of Boston dated December 28, 1936 recorded with Middlesex South District Registry of Deeds Book 6088, Page 427 acknowledges satisfaction of the same IN WITNESS WHEREOF the said Union Federal Savings and Loan Association of Boston, has caused its corporate seal to be hereto affixed and these presents to be signed, in its name and behalf by Rebecca Stutman its Asst. Treasurer this 20th day of February A.D. 1940. Union Federal Savings and Loan Association of Boston by Rebecca Stutman (Rebecca Stutman) Assistant Treasurer. (Corporate seal) Countersigned George G. Phair (George G. Phair) President. THE COMMONWEALTH OF MASSACHUSETTS Suffolk ss. February 20, 1940. Then personally appeared the above named Rebecca Stutman and acknowledged the foregoing instrument to be the free act and deed of Union Federal Savings and Loan Association of Boston. before me, VanCourtlandt Lawrence Notary Public My commission expires,19, - - - - - - - - - - - - - - - - - - - - - - - -

Middlesex ss. Feb. 24, 1940. 8h. 30m. A.M. Rec'd & Recorded.

UNION FEDERAL SAVS. AND LOAN ASSN. OF BOSTON

DISC. MORT.

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Release Febuary 23-1940 The Holland Furnace Co, in considera-tion of payment in full for the personal property described in Notice of Conditional Sales of Personal Property for Alfred H. Counsellor, 15 Silver St Malden-Mass, Recorded in Middelsex, Deeds, book #5306-page 384- hereby relese all rights under same Holland Furnace Co. 190 Ferry St., Malden Mass. Tel. Mal. 1151 G. L. Smith Branch Manager. - - - - - - - - - -

Middlesex ss. Feb. 24, 1940. 8h. 30m. A.M. Rec'd & Recorded.

HOLLAND FURNACE CO.

REL. UNDER NOTICE OF CONDL. SALE OF PERS. PROP.

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DISCHARGE. KNOW ALL MEN BY THESE PRESENTS, That the West New-

WEST NEWTON SAVS. BANK

DISC. MORT.



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See Book 6193 Page 510

See Book 202 Page 543

charges then due was made by me on the said Lawrence J. Lloyd on the ninegth day of April 1934, in conformity to law; and whereas, notice of my intention to take said land by virtue of the authority vested in me as collector of taxes for said city of Melrose has been duly given, as by law required; and whereas, the said taxes, at the date of this instrument, remain unpaid; now, therefore, KNOW ALL MEN BY THESE PRESENTS, that I, S.Homer Buttrick as collector of taxes as aforesaid, by virtue of the power and authority in me vested as aforesaid, have taken, and by these presents do take, for the said city of Melrose, subject to redemption according to law, and to all easements and restrictions lawfully existing in, upon, or over said land, or appurtenant thereto, when so taken, the following described lot or parcel of land, with the buildings thereon, the same being the land assessed as aforesaid, to wit: (Description Of Land) 241-38 Lawrence J. Lloyd About 7262 square feet of land, lot 34, on Grove Street and bounded: North by Grove Street, East by land now or formerly of Davis heirs, West by Gumner Avenue, South by land of owners unknown. Tax.....$16.80

The said Lawrence J. Lloyd is the only person known to me as owner of the above described estate. If not true, state the names of all owners known to the collector. IN WITNESS WHEREOF, I, the said S. Homer Buttrick, collector as aforesaid, have hereunto set my hand and seal, this twenty-third day of September in the year one thousand nine hundred and thirty-five. S. Homer Buttrick Collector of Taxes for the City of Melrose (Corporate seal) Middlesex ss. September 23, 1935. Then personally appeared the above named S. Homer Buttrick, Collector of Taxes for the City of Melrose, and acknowledged the foregoing instrument to be his free act and deed, before me, Andrew W. H. Restall, Notary Public. My commission expires Aug. 14, 1942. - - - - - - - - - - - - - - - - - - - - - - - - - - - -

Middlesex ss. Sept. 27, 1935. 8h. 30m. A.M. Rec'd & Recorded.

McDONALD'S EST.

to

CITY OF MELROSE

TAX TAKING

THE COMMONWEALTH OF MASSACHUSETTS

CITY OF MELROSE OFFICE OF THE COLLECTOR OF TAXES

September 23, 1935. WHEREAS, the tax assessed by the board of assessors of the city of Melrose as of the first day of April, in the year 1933, upon John McDonald Est., as owner or occupant of the land hereinafter described, was duly committed to me as collector of taxes for said city of Melrose; and whereas, the said taxes, with apportioned and unapportioned betterment assessments and special assessments, with interest thereon, constituting a lien on said land which had been added thereto, amounting



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to eighteen dollars and sixty cents, have not been paid; and whereas, a demand for the payment of said taxes and interest, if any, and necessary intervening charges then due was made by me on the said John McDonald Est. on the tenth day of April 1934, in conformity to law; and whereas, notice of my intention to take said land by virtue of the authority vested in me as collector of taxes for said city of Melrose has been duly given, as by law required; and whereas, the said taxes, at the date of this instrument, remain unpaid; now, therefore, KNOW ALL MEN BY THESE PRESENTS, that I, S. Homer Buttrick as collector of taxes as aforesaid, by virtue of the power and authority in me vested as aforesaid, have taken, and by these presents do take, for the said city of Melrose, subject to redemption according to law, and to all easements and restrictions lawfully existing in, upon, or over said land, or appurtenant thereto, when so taken, the following described lot or parcel of land, with the buildings thereon, the same being the land assessed as aforesaid, to wit: (Description Of Land) 257-11 John McDonald Est. About 10 acres of land on Swains Pond Avenue being the same premises described in a deed from Sargeant to McDonald dated July 11, 1888 and recorded with Middlesex County Registry of Deeds, Book 1859, Page 435. - - - - - - - - - - - - - - - - - - - - - - - - - - - - - -

See Book 6159 Page 429
" " 6370 " 98

| | |
|---|---|
| Tax | $33.60 |
| Credit | 15.00 |
| Amt. due | $18.60 |

The said John McDonald Est. is the only person known to me as owner of the above described estate. If not true, state the names of all owners known to the collector. IN WITNESS WHEREOF, I, the said S.Homer Buttrick, collector as aforesaid, have hereunto set my hand and seal, this twenty-third day of September in the year one thousand nine hundred and thirty-five. S. Homer Buttrick Collector of Taxes for the City of Melrose (Corporate seal) Middlesex ss. September 23, 1935. Then personally appeared the above named S. Homer Buttrick, Collector of Taxes for the City of Melrose, and acknowledged the foregoing instrument to be his free act and deed, before me, Andrew W. H. Restall, Notary Public. My commission expires Aug. 14, 1942. - - - - - - - - - - - - - - - - - - - - - - - - - - - - -

Middlesex ss. Sept. 27, 1935. 8h. 30m. A.M. Rec'd & Recorded.

THE COMMONWEALTH OF MASSACHUSETTS

CITY OF MELROSE OFFICE OF THE COLLECTOR OF TAXES

NOURSE'S EST.
to
CITY OF MELROSE
TAX TAKING

September 23, 1935. WHEREAS, the tax assessed by the board of assessors of the city of Melrose as of the first day of April, in the year 1933, upon Merrill W. Nourse Est., as owner or occupant of the land hereinafter de-



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1859

the above named Abram E Brown and acknowledged the foregoing instrument to be his free act and deed before me Charles A. Corey, Justice of the Peace.

Middlesex ss. July 12. 1888. Recd & Recorded.

Attest Chas B Stevens Reg

Sargeant to McDonald W.

Know all Men by these Presents—

That I Sarah W. Sargeant of Cambridge in the County of Middlesex and Commonwealth of Massachusetts unmarried in consideration of four hundred dollars paid by John McDonald of Cambridgeport in said County of Middlesex the receipt whereof is hereby acknowledged, do hereby give, grant, bargain sell and convey unto the said John McDonald a certain lot of land situated in the south easterly part of Melrose in said County of Middlesex and westerly from Swains Pond Avenue bounded and described as shown on a plan of land owned by the heirs of Samuel S. Sargeant dated December 1844 John Sargeant surveyor as follows, viz: Beginning at the northeast corner of the lot thence running South 5° East by land formerly of Capt. George Winslow thirty eight and 9/10 rods thence running South 87° west by land formerly of David Faulkner and the heirs of Nathan Nichols forty five and 1/10 rods thence north by land formerly of John Pratt forty one and 6/10 rods thence east by land formerly of John Lynde forty two rods containing according to said plan ten and three fourths acres and thirty two poles with all the rights and privileges belonging thereto. Subject to any right of way over said lot if any there be. For my title see wills of my father Samuel S. Sargeant who died in 1840 of my sister Esther Carter Sargeant who died July 13. 1857 and of my sister Nancy Sargeant who died April 6. 1863 all probated in Mid. Co. my sister Abigail Richardson Sargent died Feb. 5. 1857 and my mother Esther Sargeant died May 10. 1864 there was no administration of the estates of the last two named. Also see deed from my sister Mary S. Sargent to me recorded with Mid. So Dist Deeds Book 1641 page 458. I being the grantee therein though the initial letter of my middle name is recorded as M. Thomas Sargeant. Nehemiah Oakes Sargeant and Elizabeth Sprague mentioned in my fathers will were his children by his first wife Also see other deeds to me. To Have and To Hold the granted premises with all the privi

See Plan recorded at the end of this Book.

38.2 RODS
45.1 RODS
41.6 Rods
42 Rods
10 AC



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leges and appurtenances thereto belonging to the said John McDonald and his heirs and assigns to their own use and behoof forever. And I hereby for myself and my heirs executors and administrators covenant with the grantee and his heirs and assigns that I am lawfully seized in fee simple of the granted premises that they are free from all incumbrances except my right of way as aforesaid that I have good right to sell and convey the same as aforesaid and that I will and my heirs executors and administrators shall Warrant and Defend the same to the grantee and his heirs and assigns forever against the lawful claims and demands of all persons. In Witness Whereof I the said Sarah W. Sargeant hereunto set my hand and seal this eleventh day of July in the year one thousand eight hundred and eighty eight. Sarah Wait Sargeant (seal). Signed sealed and delivered in presence of Henry H. Winslow. Commonwealth of Massachusetts. Middlesex ss. Cambridge July 11. 1888. Then personally appeared the above named Sarah W. Sargeant and acknowledged the foregoing instrument to be her free act and deed before me. Henry H. Winslow. Justice of the Peace.

Middlesex ss. July 12. 1888. Recd & Recorded.

Attest Chas B. Stevens Reg

Morrill to Cole Disc. W.

Know all Men by these Presents

That I Luther W. Morrill the mortgagee named in a certain mortgage given by Barna S. Cole to me the said Morrill dated November 16. A.D. 1888 and recorded in Middlesex So Dist Registry of Deeds. libro 1826 folio 342 do hereby acknowledge that I have received from Barna S. Cole the mortgagor named in said mortgage full payment and satisfaction of the same and in consideration thereof I do hereby cancel and discharge said mortgage and release and quitclaim unto the said Barna S. Cole and his heirs and assigns forever the premises thereby conveyed. In Witness Whereof I hereunto set my hand and seal this tenth day of July A.D 1888. Luther W. Morrill (seal). Signed and sealed in the presence of Commonwealth of Massachusetts. Suffolk ss. July 10. 1888. Then personally appeared the above named Luther W. Morrill and acknowledged the foregoing instrument to be his free act and deed before me Henry W. Bragg Justice of the Peace. Middlesex ss. July 12. 1888. Recd & Recorded.

Attest Chas B. Stevens Re



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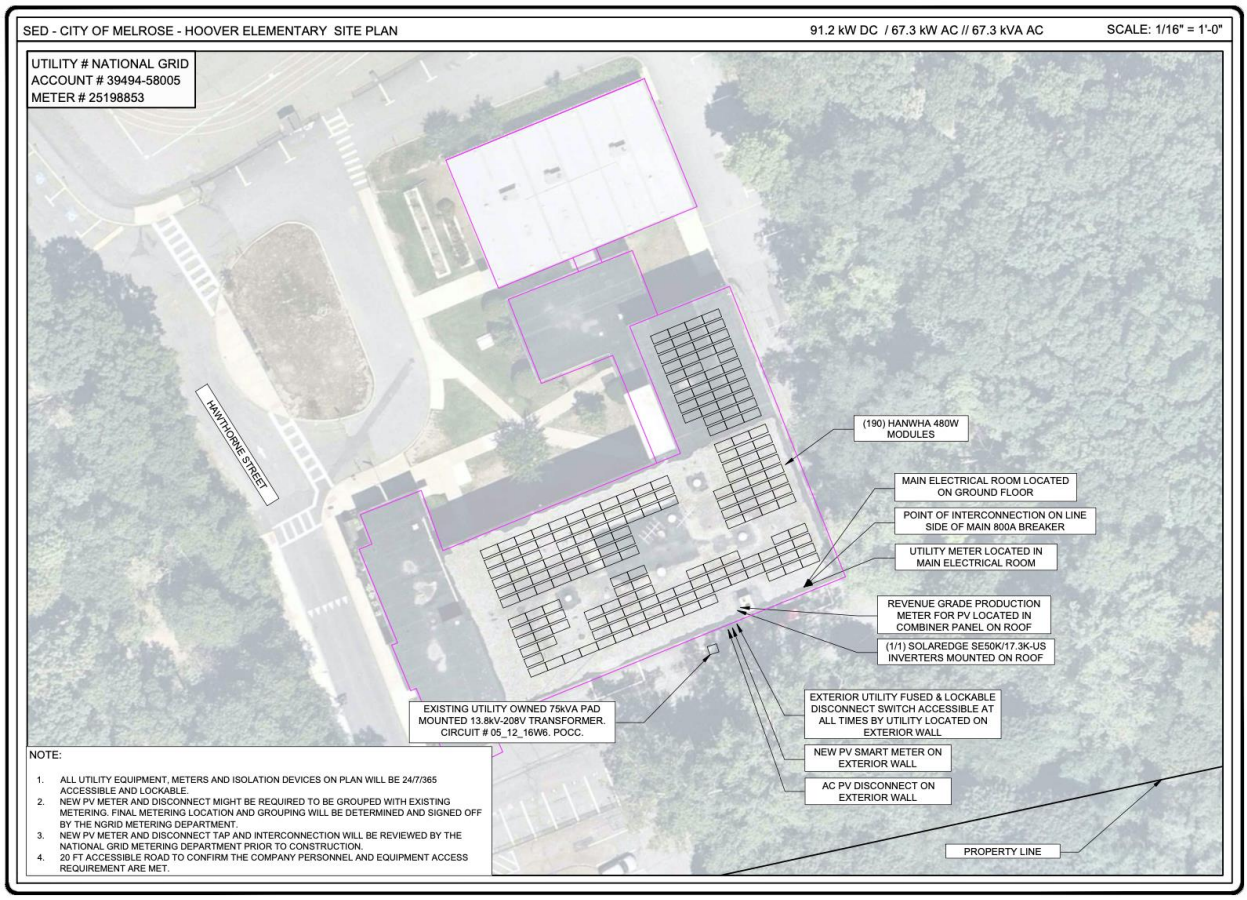
# EXHIBIT D

## DESCRIPTION OF PREMISES

The Premises includes locations where solar equipment will be installed and accessed for construction, operation, maintenance and decommissioning as depicted on the Site Plan below (as it or the Project may be modified pursuant to the Lease).

The Premises is benefitted by the Access Rights and Easements set forth in Section 3 of the Lease including rights to combine and connect the Project to Host's existing main electric equipment and rights to interconnect the Project to the utility network.



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# EXHIBIT E

## DESCRIPTION OF PROJECT

Point of Delivery is the Local Electric Utility's meter.

The Project will be comprised of a series of solar photovoltaic equipment and parts integrated to the main electric service at the building, behind the utility meter, and interconnected to the Local Electric Utility's electricity distribution system. Main equipment components of the Project include:

- Roughly 190 x 480W Tier 1 Solar modules or equivalent
- Roughly 2 x solar inverters or equivalent
- Ballasted roof racking systems or equivalent
- Rapid shutdown system
- Solar kWh meter and monitoring system, connected to Host-provided internet service
- Combiners, Disconnects, Conduit, Switches, Pipe and Wire, and Balance of System materials.

Equipment list may change during the course of the Project

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EXHIBIT F

ESTIMATED ANNUAL PRODUCTION

Estimated Annual Production commencing on the Commercial Operation Date with respect to Project under the Agreement shall be as follows:

| Year | Estimated Production (kWh) | Year | Estimated Production (kWh) |
|---|---|---|---|
| 1 | 105,744 | 11 | 100,070 |
| 2 | 105,163 | 12 | 99,520 |
| 3 | 104,584 | 13 | 98,973 |
| 4 | 104,009 | 14 | 98,428 |
| 5 | 103,437 | 15 | 97,887 |
| 6 | 102,868 | 16 | 97,348 |
| 7 | 102,302 | 17 | 96,813 |
| 8 | 101,740 | 18 | 96,281 |
| 9 | 101,180 | 19 | 95,751 |
| 10 | 100,624 | 20 | 95,224 |

The values set forth in the table above are estimates (and not guarantees), of approximately how many kWhs are expected to be generated annually by the Project.



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# EXHIBIT G

## INSURANCE REQUIREMENTS

1. General Liability

(a) Both Host and Provider will have a minimum level of commercial general liability insurance for the term of the Power Purchase Agreement of one million dollars ($1,000,000) for each occurrence, and two million dollars ($2,000,000) in the aggregate. Insurance coverage shall be at least as broad as the Insurance Services Office (ISO) Commercial General Liability Coverage "occurrence" form, with no coverage deletions.

(b) Both the Host and Provider general liability insurance coverage shall:

(i) Be endorsed to specify that the Provider's and Host's insurance is primary and that any insurance or self-insurance maintained by the Local Electric Utility shall not contribute with it.

2. Workers' Compensation

Host will have Workers' Compensation insurance indicating compliance with any applicable labor codes, acts, laws or statutes, state or federal, at the Site where the work is performed. Employers' Liability insurance shall not be less than $1,000,000 for injury or death each accident.

3. Property Loss

Provider shall carry adequate property loss insurance on the Project which need not be covered by the Host's property coverage. The amount and terms of insurance coverage will be determined at Provider's sole discretion.

4. Additional Insurance Provisions

Host shall furnish Provider with certificates of insurance and endorsements of all required insurance, as may be reasonably requested, including for purposes of compliance with any legal or regulatory authority or Local Electric Utility affecting the Premises or operation of the Project. Insurance required by the Local Electric Utility shall not be canceled except after (30) days prior written notice has been given to the Local Electric Utility.

5. Additional Installation Contractor Requirements

Installation contractors will have valid commercial general liability, workers compensation, and business auto insurance as follows:

- Commercial general liability insurance will be in the following amounts: $1,000,000 for each occurrence and $2,000,000 aggregate.

- Workers compensation insurance or self-insurance indicating compliance with any applicable labor codes, laws or statutes, state or federal, where Installer performs work.

- Auto coverage not less than one million dollars ($1,000,000) each accident for bodily injury and property damage, and x million dollars ($1,000,000) in the aggregate.

- Excess liability insurance on an occurrence basis covering claims (on at least a following form basis) in excess of the underlying insurance for Commercial General Liability, Auto Liability and Employers' Liability with a minimum limit per occurrence of one million dollars ($1,000,000) and two million dollars ($2,000,000) in the aggregate. The amounts of insurance required for Commercial General Liability, Auto Liability, Employers' Liability and Excess Liability may be satisfied by Installer purchasing coverage in the amounts specified or by any combination of primary and excess insurance, so long as the total amount of insurance meets the requirements specified above.

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# LEASE AGREEMENT

This Lease Agreement (this "**Lease**") is entered into as of _____, 20__, (the "**Effective Date**") by and between City of Melrose ("**Host**"), and Solect Energy Development LLC ("**Provider**") a limited liability company located in Hopkinton, Massachusetts (together, the "**Parties**").

WHEREAS, Host is a member of PowerOptions, Inc. ("**PowerOptions**"), a nonprofit corporation organized under the laws of the Commonwealth of Massachusetts and the Internal Revenue Code that assists its members with procuring energy products and energy-related services for facilities they own and/or operate;

WHEREAS, Provider and PowerOptions have entered into an agreement governing the terms and conditions of Provider's participation in the PowerOptions Solar Programs;

WHEREAS, Host is the owner of the properties located and described in Exhibit A (the "**Site**" or the "**Property**") and desires to make a portion of the Site (said portion of the Site as more fully described in Exhibit B, the "**Premises**") available to Provider for the construction, operation and maintenance of a solar powered electric generating project (the "**Project"**); and

WHEREAS, Host and Provider have entered into a Power Purchase Agreement dated on or about the date hereof (as amended, modified and supplemented from time to time, the "**PPA**") describing the power sales arrangement between the Parties.

NOW, THEREFORE, in consideration of the promises, the covenants set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows.

**1. DEFINITIONS.** Certain capitalized terms used in this Lease not defined herein shall have the meanings set forth in the GLOSSARY OF TERMS attached to the PPA.

**2. TERM.**

The Term of the Lease shall begin as of the Effective Date and shall continue until 11:59 p.m. on the last day of the month in which the twentieth (20th) anniversary of the SMART Incentive Payment Effective Date occurs. Notwithstanding, in the event that the PPA is terminated prior to the otherwise applicable end of term, this Lease shall also terminate; provided, however, that in the event that the PPA terminates early pursuant to Section 20(c) of the PPA (due to Host Event of Default), and Host does not pay the Early Termination Amount to the Provider, and Provider desires to continue use of the Premises under this Lease, then the Term of this Lease shall continue until the end of the term as set forth above. This Lease may be extended in accordance with the provisions for an extension of the PPA (as more specifically set forth in Section 2 of the PPA). For greater clarity, the parties hereby confirm that Provider shall also have access rights as described in Section 3 hereof, for removal of the Project pursuant to Section 9 (Removal at End of Term) hereof.

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**3. LEASE RIGHTS.**

(a) Lease Access Specifications; Easement Rights. Host hereby grants Provider and its designees (including Installer) access to the Premises, for the Term and for so long as needed after termination to remove the Project pursuant to the applicable provisions herein, at reasonable times and upon reasonable notice (except in situations where there is imminent risk of damage to persons or property), for the purposes of designing, installing, inspecting, operating, maintaining, repairing, and removing the Project, and any other purpose set forth in this Lease (the "**Permitted Uses**"), and otherwise in accordance with the provisions of this Lease. The Premises are leased together with the following Access Rights with respect to the Site:

(i) Vehicular & Pedestrian Access. A non-exclusive easement for reasonable vehicular and pedestrian access across the Site to the Premises for the Permitted Uses. In exercising such access Provider shall reasonably attempt to minimize any disruption to activities occurring on the Site.

(ii) Utilities & Communication Cables. The right and easement to locate distribution utility and/or electrical lines, electrical equipment cables, and other related facilities, equipment and improvements across the Site. The location of any such lines and cables shall be subject to Host's approval and shall be at locations that minimize any disruption to Host's activities occurring on the Site. Access will also be provided for telephone and internet connections on the Premises for use by Provider in installing, operating and maintaining the Project.

(iii) Solar Easement. An easement to receive direct sunlight and solar energy, pursuant to which Host shall not construct new buildings or structures or install rooftop equipment, or plant new trees or vegetation of any type which now or hereafter, in Provider's reasonable opinion, may be a hazard to the Project, overshadow or otherwise block or interfere with sunlight access to the Project at all hours of the day. The solar easement granted herein includes rights of unobstructed sunlight, and in furtherance thereof, the Parties have included provisions regarding trimming of vegetation and removal of obstructions which could impair insolation of the Project.

(iv) Interconnection Easement. An exclusive right to construct, operate, maintain, reconstruct, relocate, remove, and/or repair the electric utility service infrastructure and associated wires, lines and poles and other infrastructure necessary and convenient to interconnect the Project to the Local Electric Utility electrical distribution system, across portions of the Property to be determined by the Local Electric Utility, subject to the consent of Host and Provider, such consent not to be unreasonably withheld, conditioned or delayed. Provider shall bear all costs associated with interconnection, including fees, permits, taxes and charges.

(b) Quiet Enjoyment of Premises. Host hereby leases the Premises to Provider and Provider leases the Premises from Host for the Permitted Uses for the Term. Provided that Provider remains in compliance with its obligations under this Lease, Provider shall lawfully and

quietly have, hold, occupy and enjoy the Premises, use of the Easements and Access Rights, and any other rights granted by this Lease twenty-four hours a day, seven days a week, for the entire Term free of any claim of any person of superior title thereto without hindrance, interruption, suit, or interference of any kind by Host or any other person or entity claiming (whether at law or in equity) by, through, or under Host.

(c) Access to Premises. For the Term of this Lease, Host hereby grants to Provider the rights necessary for Provider to use and occupy portions of the Premises for the installation, operation, maintenance, repair, and removal of the Project pursuant to the terms of this Lease, including ingress and egress rights to the Premises for Provider and its employees, contractors and subcontractors and access to electrical panels and conduits to interconnect or disconnect the Project with the Premises' electrical wiring. Host hereby covenants that (i) Provider shall have access to the Premises and Project during the Term of this Lease and for so long as needed after termination to remove the Project pursuant to the applicable provisions herein, and (ii) Host shall not interfere or handle any Provider equipment or the Project without written authorization from Provider; provided, however, that Host shall at all times have access to and the right to observe the Installation Work or Project removal.

(d) No Interference. Host agrees not to conduct activities on, in or about the Property that have a reasonable likelihood of causing damage or impairment to, or otherwise adversely affecting, the Project. Host shall take reasonable steps to limit access to the Project to prevent theft, damage, vandalism and injury. Host and Provider agree to cooperate to determine if any commercially reasonable security measures are required at the Property. Provider shall have the right to provide and install such reasonable security measures, as Host and Provider deem in their reasonable discretion, are or may be necessary for the protection of the Project or to prevent injury or damage to persons or property, subject in all cases to Host's normal security procedures and Provider's Access Rights.

(e) Storage Space. Host shall provide temporary space at the Property for the storage and staging of tools, materials and equipment and for the parking of construction crew vehicles and temporary construction trailers and facilities reasonably necessary during the Installation Work, service events during the Term, or Project removal, and access for rigging and material handling. Provider shall be responsible for providing shelter and security for stored items during construction and installation.

(f) Recording. Provider may record a Notice of this Lease in substantially the same form attached hereto as Exhibit C in the land records regarding its Access Rights under this Lease.

**4. HAZARDOUS MATERIALS; SITE SECURITY; SITE CONDITIONS.**

(a) Hazardous Materials. Provider and Installer are not responsible for any Hazardous Materials encountered at the Site except to the extent introduced and negligently released by Provider or Installer. Upon encountering any Hazardous Materials, Provider and Installer will stop work in the affected area and duly notify Host and, if required by Applicable Law, any Governmental Authority with jurisdiction over the Site. Upon receiving notice of the presence of suspected Hazardous Materials at the Site, Host shall take all measures required by Applicable



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Law to address the Hazardous Materials discovered at the Site. Host may opt to remediate the Site so that the Project may be installed on the Site, or determine that it is not economically justifiable or is otherwise impractical to remediate the Site, in which case Host and Provider may agree upon a different location for the Project whereupon such replacement location shall be the Site for purposes of this Lease. Provider and Installer shall be obligated to resume work at the affected area(s) of the Site only after Host notifies Provider and Installer that Host has complied with all Applicable Laws, and causes to be delivered to Provider from an authorized Governmental Authority or a qualified independent expert a written certification that (i) remediation has been accomplished as required by Applicable Law and (ii) all necessary approvals have been obtained from any Governmental Authority having jurisdiction over the Project or the Site. Host shall reimburse Provider for all additional costs incurred by Provider or Installer in the installation of the Project resulting from the presence of and/or the remediation of Hazardous Materials, including demobilization and remobilization expenses. Notwithstanding the preceding provisions, Host is not responsible for any Hazardous Materials introduced to the Site by Provider or Installer and released as a result of the negligence of Provider or Installer, nor is Host required to remediate an affected area if such remediation is deemed to be economically unjustifiable or otherwise impractical.

(b) Site Security. Host will provide security for the Project to the extent of its normal security procedures, practices, and policies that apply to the Property. Host will advise Provider immediately upon observing any damage to the Project. Upon request by Provider, such as Provider receiving data indicating irregularities or interruptions in the operation of the Project, Host shall, as quickly as reasonably practicable, send a person to observe the condition of the Project and report back to Provider on such observations. Notwithstanding anything to the contrary, except in the case of gross negligence or willful action/inaction on the part of Host's security, Provider shall bring no claim against Host based upon performance of Host's security personnel.

(c) Host shall not be required to make any repairs or alterations in or to the Site, except as follows: Complete roof replacement that will be "Solar Ready" prior to Project installation.

(d) The Parties agree that Provider shall not be liable for any conditions on the Site arising from or related to acts or omissions occurring prior to the Effective Date, except to the extent arising from or related to Provider's negligence or willful misconduct or to the extent that such conditions on the Site are exacerbated by the Provider or Installer.

## 5. CONSTRUCTION; OPERATION OF PERMITTED USES; ROOF.

(a) Provider and its contractors, agents, consultants, and representatives shall have reasonable access at all reasonable times to the Site for the Permitted Uses, and to any documents, materials and records of Host relating to the Site that Provider reasonably requests in conjunction with these activities. Provider, and its contractors, agents, consultants and representatives shall comply with Host's reasonable safety and security and operational procedures (as may be promulgated from time to time), and Provider and its contractors, agents, consultants and representatives shall conduct such activities in such a manner and at such a time and day as to cause minimum interference with Host's activities at the Site.



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(b) Provider shall operate, maintain, and repair the Project in a manner that will not obstruct or interfere with Host's use of the Site or the rights of any other occupants of the Site, to the extent such rights are disclosed to Provider.

(c) For rooftop projects only:

(i) Provider shall install the Project in a manner that will not void the roof warranty, provided Host has provided such warranty, in writing

(ii) The Parties agree to the following with respect to repairs to the roof to be made prior to the commencement of construction: Host shall perform complete roof replacement that will be "Solar Ready" prior to Project installation.

(d) Host has provided to Provider Host's available records of the physical condition of the Premises which, to the best of Host's knowledge, are complete and correct. If it is discovered that the actual site conditions on part of, or on the entire Premises upon which all or part of the Project is to be installed, are materially different from the information provided by Host, then the Parties shall negotiate in good faith to adjust the rates payable by Host in order to compensate Provider for the cost of design and construction changes and delays incurred to adapt the Project to the unknown conditions and, if the parties cannot agree to a good faith rate adjustment after thirty (30) days, Provider shall have the right to terminate this Lease and the PPA.

(e) Except with the prior express written consent of Host, Provider shall not use the Premises for any use other than the Permitted Uses.

(f) During the course of construction and completion of the Project and any substantial alteration thereto, Provider shall maintain all plans, shop drawings, and specifications relating to such construction which Host, its agents or representatives may examine at reasonable times upon reasonable prior notice for the purpose of determining whether the work conforms to the PPA and this Lease.

(g) Host has been informed by Provider and acknowledges that the presence of and construction and operation of the Project and other activities related to the development, operation and decommissioning of the Project may potentially result in some nuisance to Host, such as visual impact. Host hereby accepts such nuisance and waives any right that Host may have to object to such nuisance and Host releases Provider from any claims Host may have with respect to any such nuisance, provided the Project as built is consistent with the site plan and specifications attached hereto, as amended from time to time, or otherwise approved by Host, which approval shall not be unreasonably withheld, conditioned or delayed.

(h) For rooftop projects only, Host shall, at its sole cost and expense, throughout the Term, maintain, repair and replace in a good and workmanlike manner as and when necessary, the building on which the Project is installed, including all building structural portions, and portions of the Property subject to Access Rights. Host shall perform all maintenance, repairs and replacements required under this subsection (h) (collectively, the "**Maintenance**") promptly after



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Host learns of the need for such Maintenance, but in any event within thirty (30) days after Provider gives written notice to Host of the need for such Maintenance, and shall coordinate any Maintenance with Provider if such Maintenance requires access to the Premises; provided, however, that in cases of emergency, Host shall perform Maintenance as soon as reasonably practicable after it learns of the need for such Maintenance. Host shall reimburse Provider for any damage to the Project caused by Host's Maintenance activities.

(i) Provider covenants and agrees to perform all work, including the construction, alteration (if permitted), repair and maintenance of the Project in a good and workmanlike manner and in such a way as to minimize noise, dust and interference with the operation, use and enjoyment of the Property by Host, or by other tenants, visitors or users of the Property.

(j) Provider shall, at Provider's expense, comply with all laws and regulations applicable to Provider's installation and operation of the Project at the Property, and shall be responsible for obtaining all permits or approvals required by any applicable authority in order to construct and operate the Project, and to comply, at all times during the term of this Lease, with all such permits and approvals.

(k) Provider covenants and agrees to keep the Project in good order, repair and condition throughout the Term, and to promptly and adequately repair all damage to the Premises and the Property caused by Provider or the Project. During the Term, any and all installation and construction work performed on the Property by Provider shall be conducted in a manner to comply with any requirements of any roof warranty delivered to Provider by Host (provided, however, in the event of a roof warranty that is not existing as of the Effective Date, Provider shall comply with such requirements to the extent that they do not interfere with Provider's use of the Project).

(l) Provider shall not bring into or install or keep on the Premises, any objects, including the Project, the weight of which, singularly or in the aggregate, would exceed the maximum load per square foot of the building and/or roof of the building and taking into account snow loads and all other equipment located on the roof, as required by local building code. Provider shall engage an engineer licensed and qualified where the Project is located to certify the same to Host before Provider shall install, affix or place any part of the Project upon the Premises, with a copy of such certification to be provided to the Host.

(m) The Provider shall not make any alterations, improvements and/or additions to the Site, except as shown on the plans approved by Host as of the Effective Date, without first obtaining, in each instance, the written consent of the Host, which consent shall not be unreasonably withheld, delayed or conditioned.

(n) Provider acknowledges and agrees that the Premises are being leased by Provider in their condition as of the delivery date, "As Is," without representation or warranty except for the express representations and warranties made by Host in this Lease and in the PPA, and Provider hereby waives any implied warranty that the Site is habitable or suitable for Provider's intended purposes or any other particular purpose. Provider acknowledges that Provider has inspected the Premises, and that by commencing construction of the Project, Provider will be deemed to have



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found the same satisfactory. Provider agrees that Host is under no obligation to perform any work or provide any materials to prepare the Premises for Provider, except as set forth in Section 4(c) of this Lease.

**6. RENT.** In lieu of monetary rent, the consideration for this Lease is the terms of the PPA.

**7. INTENTIONALLY OMITTED.**

**8. PERMITS, OWNERSHIP OF PROJECT, LIENS, MORTGAGES.**

(a) Permits. Provider shall pay for and obtain all approvals from governmental entities necessary for the construction and operation of the Project, including land use permits, building permits, demolition and waste disposal permits and approval. Host shall cooperate in good faith with Provider and shall execute any such applications promptly upon request by Provider, and shall not unreasonably oppose or interfere with Provider in such regard. Provider shall provide Host with copies of all permits obtained in the approval process of the Project.

In furtherance of the above, Host hereby authorizes Provider to file with such federal, state and local authorities as Provider deems appropriate, and in the name of Host, Provider or both, as Provider deems appropriate (i) one or more applications to obtain any zoning relief regarding the Property or portions thereof as may be necessary and/or desirable to develop, construct and operate the Project on the Premises; and (ii) one or more applications to obtain construction, use or occupancy permits for the Project or any portion thereof.

(b) Project Ownership. Provider or Financing Party shall be the legal and beneficial owner of the Project at all times. The Project is personal property and shall not attach to or be deemed a part of, or fixture to, the Site. The Project shall at all times retain the legal status of personal property as defined under Article 9 of the Uniform Commercial Code. Host covenants that it will place all persons having an interest in or lien upon the real property comprising the Premises, on notice of the ownership of the Project and the legal status or classification of the Project as personal property. Host and/or Provider shall make any necessary filings to disclaim the Project as a fixture of its respective Premises and Site in the appropriate Land Registry to place all interested parties on notice of the ownership of the Project by Provider.

(c) Liens. To the extent permitted by Applicable Law, each Party shall not directly or indirectly cause, create, incur, assume or suffer to exist any mortgage, pledge, lien, (including mechanics', labor or materialman's lien), charge, security interest, encumbrance or claim of any nature, including claims by governmental authorities for taxes (collectively referred to as "Liens" and each, individually, a "Lien") on or with respect to the interests of the other in the Site, the Premises, and the Project, and in the Access Rights granted hereunder. Provider shall, to the extent allowed under Applicable Law, have Installer execute lien waivers with respect to any mechanic's or materialman's lien against Host's interest in the Site. If permitted under Applicable Law, Host will post notices of non-responsibility to notify Installer and others that Host is not responsible for work performed on the Project. Each Party shall promptly notify the other of the imposition of a Lien on the property interests of the other Party, and shall promptly discharge such lien, provided however, that a Party may seek to contest the amount or validity of any Lien affecting the property



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of the other Party, provided it timely complies with all procedures for contesting such Lien, posts any bond or other security necessary under such procedures, and if such procedures do not require the posting of security, the Party establishes for the benefit of the other Party a deposit, letter of credit, or other security acceptable to the other Party to indemnify the other Party against any Loss which could reasonably be expected to arise if such Lien is not removed or discharged.

(d) Non Disturbance Agreements. Host shall pay for and obtain all consents required for it to enter into and perform its obligations under this Lease from its lenders, landlord, tenants, and any other persons with interests in the Site. If there is any mortgage, deed of trust, fixture filing or ground lease or similar encumbrance (a "**Mortgage**," and the holder thereof from time to time the "**Holder**") encumbering the Property, whether executed and delivered prior to or subsequent to the date of this Lease, Host shall, promptly upon request of Provider, use commercially reasonable efforts to cause the Holder of any such Mortgage to enter into a mutually agreeable nondisturbance agreement, which provides that (i) this Lease is subordinate to the Mortgage (unless the Holder shall elect otherwise); (ii) in the event that the Holder or any other party shall succeed to the interest of Host (such Holder or other party, a "Successor"), at the election of the Holder or Successor, Provider shall attorn to the Holder or Successor and this Lease shall continue in full force and effect between the Holder or Successor and Lessee; (iii) in the event of foreclosure of the Mortgage, so long as the Provider is not in default with the Lease after any applicable cure period, Holder agrees to recognize the rights of the Provider under this Lease, including Provider's Access Rights and the priority of Provider's (and/or Financing Party's rights ) in the Project; and (iv) Holder or Successor recognizes that the ownership of the Project remains in Provider and acknowledges that the Project is personal property of Provider. Such nondisturbance agreement shall be substantially in the form attached hereto as Exhibit D or in the form customarily used by Holder, and it shall be recorded, at Host's expense, in the appropriate Land Registry. If Host is the fee owner of the Premises, Host consents to the filing of a disclaimer of the Project as a fixture of the Premises in the Land Registry. If Host is not the fee owner, Host will obtain such consent from such owner of the Premises.

## 9. REMOVAL AT END OF TERM.

Subject to Host's exercise of its purchase option under Section 9(a) or 9(b) of the PPA, upon the expiration or earlier termination of the Lease, Provider shall, at Provider's expense, remove all of its tangible property comprising the Project from the Premises on a mutually convenient date but in no case later than one hundred eighty (180) days after the Expiration Date, which may be extended on a day to day basis if the circumstances warrant and are agreeable to the Parties. The Premises shall be returned to its original condition except for ordinary wear and tear. If the Project is to be located on a roof, then in no case shall Provider's removal of the Project affect the integrity of Host's roof, which shall be as leak proof as it was prior to installation of Project (other than ordinary wear and tear). For purposes of Provider's removal of the Project, Host's covenants pursuant to Section 3 (Lease Rights) and Section 16 (Representations and Warranties) shall remain in effect until the date of actual removal of the Project. Provider shall leave the Premises in neat and clean order. If Provider fails to remove or commence substantial efforts to remove the Project by such agreed upon date, Host shall have the right, at its option, to remove the Project to a public warehouse and restore the Premises to its original condition (other than ordinary wear and tear) at Provider's reasonable cost.



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**10. RELOCATION; CLOSURE OR SALE OF SITE.**

Sections 10(c) (Relocation) and 10(e) (Sale of Site) of the PPA are incorporated as if fully set forth herein, and any references to the PPA shall apply to the Lease as used therein.

**11. TAXES.**

Section 11 of the PPA is incorporated as if fully set forth herein, and any references to the PPA shall apply to the Lease.

**12. INSURANCE.**

Section 12 of the PPA is incorporated as if fully set forth herein, and any references to the PPA shall apply to the Lease as used therein.

**13. COOPERATION; SOLAR ACCESS; FUTURE IMPROVEMENTS; RIGHT TO INSPECT AND ENTER.**

(a) Cooperation. Section 13(a) of the PPA is incorporated as if fully set forth herein, and any references to the PPA shall apply to the Lease as used therein. Additionally, Host shall execute and deliver to Provider and/or the Local Electric Utility any agreements required by Local Electric Utility for the interconnection of the Project with the Local Electric Utility's distribution system.

(b) Host to Not Restrict Solar Access. Host, or any lessee, grantee, invitee or licensee of Host, shall not erect any structures on, or make other modifications to, or plantings on, or engage in any activities on, the Site which will interfere with the construction, operation or maintenance of, or solar access of, the Project. Further, Host shall maintain the Premises in a manner which allows for full unobstructed passage of sunlight to the Project, including removing or trimming vegetation or other objects causing shading of the Premises. Provided, however, for rooftop projects, Host may construct, reconstruct, modify, or alter the Premises so long as such activities do not interfere (including shading) with the operation of the Project. Host's failure to comply with its obligations in this section 13(b) shall be a material breach. Provided, however, Host shall have thirty (30) days to cure such breach.

(c) Provider's Right to Remove. The parties hereby acknowledge that Provider shall have the right (but shall not be obligated) to trim or remove, at Host's reasonable cost, any trees or other vegetation now or hereafter on the Site which now or hereafter in the reasonable opinion of Provider may overshadow or otherwise block or interfere with access of sunlight to the Project.

(d) Adjoining Properties. If Applicable Law and existing easements do not ensure that structures or plantings on adjoining property will not interfere with the solar access for the Project, then Host and Provider shall use commercially reasonable efforts to obtain from owners of adjoining properties any easements reasonably necessary to protect the solar access of the Project. Such easements shall run for the benefit of both Host and Provider. Provider shall pay for the

expense of obtaining such easements, including payments to property owners and legal costs, but the rates payable by Host for electric energy from the Project shall be increased by an amount sufficient for Provider to fully amortize such costs, over a period equal to the lesser of (i) five years or (ii) the remaining term of this Lease without regard to Host's option to purchase the Project.

(e) Right to Inspect and Enter. Host and its agents, consultants, and representatives shall have reasonable access to the Premises at all reasonable times, subject to Provider's reasonable safety, security, and operational rules and, except for emergency situations, subject to Provider's consent which shall be obtained at least 5 business days prior and such consent not to be unreasonably withheld, conditioned or delayed, to inspect the Premises for the purpose of ascertaining its condition and to carry out such maintenance and repairs to Host's property and equipment as may be required; provided, however, that such access shall not interfere with Provider's performance of its obligations hereunder; and provided, further, that neither Host nor any of its agents, employees, consultants, contractors or representatives shall operate, touch or perform any repair or maintenance to the Project.

**14. PRESS RELEASES AND CONFIDENTIALITY.**

Section 14 of the PPA is incorporated as if fully set forth herein, and any references to the PPA shall apply to the Lease as used therein.

**15. INDEMNIFICATION.**

Section 15 of the PPA is incorporated as if fully set forth herein, and any references to the PPA shall apply to the Lease as used therein.

**16. REPRESENTATIONS AND WARRANTIES.**

Section 16 of the PPA is incorporated as if fully set forth herein, and any references to the PPA shall apply to the Lease as used therein.

**17. FORCE MAJEURE; CASUALTY.**

Section 17 of the PPA is incorporated as if fully set forth herein, and any references to the PPA shall apply to the Lease as used therein.

**18. INTENTIONALLY OMITTED.**

**19. PROVIDER DEFAULT AND HOST REMEDIES.**

(a) Section 19(a) (Provider Events of Default) of the PPA is incorporated as if fully set forth herein, and any references to the PPA shall apply to the Lease as used therein.

(b) Remedies. Upon the occurrence of a Provider Event of Default, Host may, at its option, terminate this Lease, and shall be entitled to exercise any and all rights and remedies available under this Lease, at law or in equity.



Attachment: Solect PO Lease - City of Melrose - Hoover Elementary School - 20230203 (ORDER-2023-76 : Rooftop Solar Installation on Hoover

**20. HOST DEFAULT AND PROVIDER REMEDIES.**

(a) Section 20(a) (Host Events of Default) of the PPA is incorporated as if fully set forth herein, and any references to the PPA shall apply to the Lease as used therein.

(b) Remedies. Upon the occurrence of a Host Event of Default, Provider may, at its option, terminate this Lease, and shall be entitled to exercise any and all rights and remedies available under this Lease, at law or in equity.

**21. COLLATERAL ASSIGNMENT, FINANCING PROVISIONS.**

Section 21 of the PPA is incorporated as if fully set forth herein, and any references to the PPA shall apply to the Lease as used therein.

**22. LIMITATIONS ON DAMAGES.**

Section 22 of the PPA is incorporated as if fully set forth herein, and any references to the PPA shall apply to the Lease as used therein.

**23. DISPUTE RESOLUTION.**

Section 23 of the PPA is incorporated as if fully set forth herein, and any references to the PPA shall apply to the Lease as used therein.

**24. NOTICES.**

Section 24 of the PPA is incorporated as if fully set forth herein, and any references to the PPA shall apply to the Lease as used therein.

**25. MISCELLANEOUS.**

Section 25 of the PPA is incorporated as if fully set forth herein, and any references to the PPA shall apply to the Lease as used therein.

(rest of page left blank intentionally – signatures appear on next page)



Attachment: Solect PO Lease - City of Melrose - Hoover Elementary School - 20230203 (ORDER-2023-76 : Rooftop Solar Installation on Hoover

IN WITNESS WHEREOF, intending to be legally bound hereby, Provider and Host have executed this Lease as of the date first set forth above.

**Solect Energy Development LLC, a Massachusetts limited liability company**

By: _____

Name (printed): _____

Title: _____

**HOST, City of Melrose**

By: _____

Name (printed): Paul Brodeur_____

Title: Mayor, City of Melrose_____

Attachment: Solect PO Lease - City of Melrose - Hoover Elementary School - 20230203 (ORDER-2023-76 : Rooftop Solar Installation on Hoover

EXHIBIT A to Lease Agreement

DESCRIPTION OF SITE

**Property Description:** The real property located at 37 GLENDOWER RD, Melrose, MA described below (the "Property").

For Landlord's title see Deed recorded with the Middlesex South Registry of Deeds/Land Records in Book 6370, Page 98.

Also related to tax taking deed Book 5969 Page 202
Property description deed Book 1859 Page 435

Attachment: Solect PO Lease - City of Melrose - Hoover Elementary School - 20230203 (ORDER-2023-76 : Rooftop Solar Installation on Hoover

6370

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S. Cuthbertson, Assistant Treasurer and duly authorized agent of the Chelsea Savings Bank, the mortgagee named in a certain mortgage given by John A. MacQuarrie to Chelsea Savings Bank dated June 15,1925, and recorded in Middlesex South District Registry of Deeds, Book 4857 Page 200 make on behalf of said bank an open, peaceable and unopposed entry on the premises described in said mortgage, for the purpose, by him declared of foreclosing said mortgage for breach of conditions thereof. Oscar W. Erickson Simon Korelitz THE COMMONWEALTH OF MASSACHUSETTS Suffolk ss. January 29, 1940. Then personally appeared the above named Oscar W.Erickson and Simon Korelitz and made oath that the above certificate by them subscribed is true, before me- Sidney M. Kensinger Notary Public My Commission Expires June 7 1946 - - - - - - - - - - - - - - - - - - - - - -

Middlesex ss. Feb. 24, 1940. 8h. 30m. A.M. Rec'd & Recorded.

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MASSACHUSETTS HOSPITAL LIFE INSURANCE CO.

DISC. MORT.

No. 7566 KNOW ALL MEN BY THESE PRESENTS, That the Massachusetts Hospital Life Insurance Company, the Mortgagee named in a certain mortgage given by Lawrence G. Tighe, of Cambridge, Massachusetts, dated April 28, 1927, and recorded with Middlesex (So. Dist) Deeds, Lib. 5090 Fol. 498 hereby acknowledges that it has received full payment and satisfaction of the same; and in consideration thereof it hereby fully cancels and DISCHARGES said Mortgage, and releases and quitclaims unto whomsoever may be lawfully entitled thereto the premises thereby conveyed. IN TESTIMONY WHEREOF, the said Massachusetts Hospital Life Insurance Company has caused these presents to be signed by its President, Edward H. Osgood, hereto duly authorized, and its corporate seal to be hereto affixed, this nineteenth day of February A.D. 1940. Massachusetts Hospital Life Insurance Company, by Edward H. Osgood President (Corporate seal) COMMONWEALTH OF MASSACHUSETTS. Suffolk ss. Boston Mass., February 19, 1940.Then personally appeared the above-named Edward H. Osgood President, and acknowledged the foregoing instrument to be the free act and deed of said Massachusetts Hospital Life Insurance Company, before me, Paul T. Litchfield Notary Public My Commission expires April 8, 1943 - - - - - - - -

Middlesex ss. Feb. 24, 1940. 8h. 30m. A.M. Rec'd & Recorded.

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CITY OF MELROSE

NOTICE DISPOSAL PETN. LD. COURT

COMMONWEALTH OF MASSACHUSETTS LAND COURT

Case No. 11521
(Court seal)

NOTICE OF DISPOSAL IN TAX LIEN CASE.

This is to certify that the petition of City of Melrose vs. John McDonald Est. to foreclose tax lien under certain deed for non-payment of taxes,



Attachment: Solect PO Lease - City of Melrose - Hoover Elementary School - 20230203 (ORDER-2023-76 : Rooftop Solar Installation on Hoover

given by the Collector of Taxes for the City of Melrose, in the County of Middlesex, and said Commonwealth, dated September 23, 1935, and duly recorded in Book 5969, Page 202, was filed in this Court on October 19, 1937. Thereafter due proceedings under said petition were instituted according to law, and finally on February 16, 1940, a decree forever foreclosing and barring all rights of redemption under said deed was entered, and this notice of final disposition of said petition is directed to be recorded in the Registry of Deeds for the South District of Middlesex County, pursuant to Section 74 of Chapter 60 of the General Laws. By the Court, Attest: Charles A. Southworth Recorder. Dated:- February 16,1940.

Middlesex ss. Feb. 24, 1940. 8h. 30m. A.M. Rec'd & Recorded.

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Union Federal Savings and Loan Association of Boston holder of a mortgage from Orlyn O. McLeish and Phyllis E. McLeish to Union Federal Savings and Loan Association of Boston dated December 28, 1936 recorded with Middlesex South District Registry of Deeds Book 6088, Page 427 acknowledges satisfaction of the same IN WITNESS WHEREOF the said Union Federal Savings and Loan Association of Boston, has caused its corporate seal to be hereto affixed and these presents to be signed, in its name and behalf by Rebecca Stutman its Asst. Treasurer this 20th day of February A.D. 1940. Union Federal Savings and Loan Association of Boston by Rebecca Stutman (Rebecca Stutman) Assistant Treasurer. (Corporate seal) Countersigned George G. Phair (George G. Phair) President. THE COMMONWEALTH OF MASSACHUSETTS Suffolk ss. February 20, 1940. Then personally appeared the above named Rebecca Stutman and acknowledged the foregoing instrument to be the free act and deed of Union Federal Savings and Loan Association of Boston. before me, VanCourtlandt Lawrence Notary Public My commission expires,19, - - - - - - - - - - - - - - - - - - - - - - - -

Middlesex ss. Feb. 24, 1940. 8h. 30m. A.M. Rec'd & Recorded.

UNION FEDERAL SAVS. AND LOAN ASSN. OF BOSTON

DISC. MORT.

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Release Febuary 23-1940 The Holland Furnace Co, in considera-tion of payment in full for the personal property described in Notice of Conditional Sales of Personal Property for Alfred H. Counsellor, 15 Silver St Malden-Mass, Recorded in Middelsex, Deeds, book #5306-page 384- hereby relese all rights under same Holland Furnace Co. 190 Ferry St., Malden Mass. Tel. Mal. 1151 G. L. Smith Branch Manager. - - - - - - - - - -

Middlesex ss. Feb. 24, 1940. 8h. 30m. A.M. Rec'd & Recorded.

HOLLAND FURNACE CO.

REL. UNDER NOTICE OF CONDL. SALE OF PERS. PROP.

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DISCHARGE. KNOW ALL MEN BY THESE PRESENTS, That the West New-

WEST NEWTON SAVS. BANK

DISC. MORT.



Attachment: Solect PO Lease - City of Melrose - Hoover Elementary School - 20230203 (ORDER-2023-76 : Rooftop Solar Installation on Hoover

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202

See Book 6193 Page 510

See Book 202 Page 543

charges then due was made by me on the said Lawrence J. Lloyd on the ninegth day of April 1934, in conformity to law; and whereas, notice of my intention to take said land by virtue of the authority vested in me as collector of taxes for said city of Melrose has been duly given, as by law required; and whereas, the said taxes, at the date of this instrument, remain unpaid; now, therefore, KNOW ALL MEN BY THESE PRESENTS, that I, S.Homer Buttrick as collector of taxes as aforesaid, by virtue of the power and authority in me vested as aforesaid, have taken, and by these presents do take, for the said city of Melrose, subject to redemption according to law, and to all easements and restrictions lawfully existing in, upon, or over said land, or appurtenant thereto, when so taken, the following described lot or parcel of land, with the buildings thereon, the same being the land assessed as aforesaid, to wit: (Description Of Land) 241-38 Lawrence J. Lloyd About 7262 square feet of land, lot 34, on Grove Street and bounded: North by Grove Street, East by land now or formerly of Davis heirs, West by Gumner Avenue, South by land of owners unknown. Tax.....$16.80

The said Lawrence J. Lloyd is the only person known to me as owner of the above described estate. If not true, state the names of all owners known to the collector. IN WITNESS WHEREOF, I, the said S. Homer Buttrick, collector as aforesaid, have hereunto set my hand and seal, this twenty-third day of September in the year one thousand nine hundred and thirty-five. S. Homer Buttrick Collector of Taxes for the City of Melrose (Corporate seal) Middlesex ss. September 23, 1935. Then personally appeared the above named S. Homer Buttrick, Collector of Taxes for the City of Melrose, and acknowledged the foregoing instrument to be his free act and deed, before me, Andrew W. H. Restall, Notary Public. My commission expires Aug. 14, 1942. - - - - - - - - - - - - - - - - - - - - - - - - - - - -

Middlesex ss. Sept. 27, 1935. 8h. 30m. A.M. Rec'd & Recorded.

McDONALD'S EST. to CITY OF MELROSE TAX TAKING

THE COMMONWEALTH OF MASSACHUSETTS

CITY OF MELROSE OFFICE OF THE COLLECTOR OF TAXES

September 23, 1935. WHEREAS, the tax assessed by the board of assessors of the city of Melrose as of the first day of April, in the year 1933, upon John McDonald Est., as owner or occupant of the land hereinafter described, was duly committed to me as collector of taxes for said city of Melrose; and whereas, the said taxes, with apportioned and unapportioned betterment assessments and special assessments, with interest thereon, constituting a lien on said land which had been added thereto, amounting



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to eighteen dollars and sixty cents, have not been paid; and whereas, a demand for the payment of said taxes and interest, if any, and necessary intervening charges then due was made by me on the said John McDonald Est. on the tenth day of April 1934, in conformity to law; and whereas, notice of my intention to take said land by virtue of the authority vested in me as collector of taxes for said city of Melrose has been duly given, as by law required; and whereas, the said taxes, at the date of this instrument, remain unpaid; now, therefore, KNOW ALL MEN BY THESE PRESENTS, that I, S. Homer Buttrick as collector of taxes as aforesaid, by virtue of the power and authority in me vested as aforesaid, have taken, and by these presents do take, for the said city of Melrose, subject to redemption according to law, and to all easements and restrictions lawfully existing in, upon, or over said land, or appurtenant thereto, when so taken, the following described lot or parcel of land, with the buildings thereon, the same being the land assessed as aforesaid, to wit: (Description Of Land) 257-11 John McDonald Est. About 10 acres of land on Swains Pond Avenue being the same premises described in a deed from Sargeant to McDonald dated July 11, 1888 and recorded with Middlesex County Registry of Deeds, Book 1859, Page 435. - - - - - - - - - - - - - - - - - - - - - - - - - - - - - -

See Book 6159 Page 429
" " 6370 " 98

| | |
|---|---|
| Tax | $33.60 |
| Credit | 15.00 |
| Amt. due | $18.60 |

The said John McDonald Est. is the only person known to me as owner of the above described estate. If not true, state the names of all owners known to the collector. IN WITNESS WHEREOF, I, the said S.Homer Buttrick, collector as aforesaid, have hereunto set my hand and seal, this twenty-third day of September in the year one thousand nine hundred and thirty-five. S. Homer Buttrick Collector of Taxes for the City of Melrose (Corporate seal) Middlesex ss. September 23, 1935. Then personally appeared the above named S. Homer Buttrick, Collector of Taxes for the City of Melrose, and acknowledged the foregoing instrument to be his free act and deed, before me, Andrew W. H. Restall, Notary Public. My commission expires Aug. 14, 1942. - - - - - - - - - - - - - - - - - - - - - - - - - - - - -

Middlesex ss. Sept. 27, 1935. 8h. 30m. A.M. Rec'd & Recorded.

THE COMMONWEALTH OF MASSACHUSETTS

CITY OF MELROSE OFFICE OF THE COLLECTOR OF TAXES

September 23, 1935. WHEREAS, the tax assessed by the board of assessors of the city of Melrose as of the first day of April, in the year 1933, upon Merrill W. Nourse Est., as owner or occupant of the land hereinafter de-

NOURSE'S EST.
to
CITY OF MELROSE
TAX TAKING



Attachment: Solect PO Lease - City of Melrose - Hoover Elementary School - 20230203 (ORDER-2023-76 : Rooftop Solar Installation on Hoover

the above named Abram E Brown and acknowledged the foregoing instrument to be his free act and deed before me Charles A. Corey, Justice of the Peace.

Middlesex ss. July 12. 1888. Recd & Recorded.

Chas H. Stevens Reg.

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1859

Sargeant to McDonald W.

Know all Men by these Presents— That I Sarah W. Sargeant of Cambridge in the County of Middlesex and Commonwealth of Massachusetts unmarried in consideration of four hundred dollars paid by John McDonald of Cambridgeport in said County of Middlesex the receipt whereof is hereby acknowledged, do hereby give, grant, bargain sell and convey unto the said John Mc Donald a certain lot of land situated in the south easterly part of Melrose in said County of Middlesex and westerly from Swains Pond Avenue bounded and described as shown on a plan of land owned by the heirs of Samuel S. Sargeant dated December 1844 John Sargeant surveyor as follows, viz: Beginning at the northeast corner of the lot thence running South 50 East by land formerly of Capt. George Winelow thirty eight and 9/10 rods thence running South 87° west by land formerly of David Faulkner and the heirs of Nathan Nichols forty five and 1/10 rods thence north by land formerly of John Pratt forty one and 6/10 rods thence east by land formerly of John Boynde forty two rods containing according to said plan ten and three fourths acres and thirty two poles with all the rights and privileges belonging thereto. Subject to any right of way over said lot if any there be. For my title see wills of my father Samuel S. Sargeant who died in 1840 of my sister Esther Carter Sargeant who died July 13. 1857 and of my sister Nancy Sargeant who died April 6. 1863 all probated in Mid. Co. my sister Abigail Richardson Sargent died Feb. 6. 1857 and my mother Esther Sargeant died May 10. 1864 there was no administration of the estates of the last two named. Also see deed from my sister Mary S. Sargent to me recorded with Mid. So Dist Deeds Book 1641 page 458. She being the grantee therein through the initial letter of my middle name is incorrect as Mr Thomas Sargeant. Nehemiah Oakes Sargeant and Elizabeth Sprague mentioned in my fathers will were his children by his first wife Also see other deeds to me. To Have and To Hold the granted premises with all the privi

Sq. Plan Recorded at the end of this Book.

38.2 RODS
45.1 RODS
41.6 Rods
42 Rods
.10 AC



Attachment: Solect PO Lease - City of Melrose - Hoover Elementary School - 20230203 (ORDER-2023-76 : Rooftop Solar Installation on Hoover

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1859

leges and appurtenances thereto belonging to the said John McDonald and his heirs and assigns to their own use and behoof forever. And I hereby for myself and my heirs executors and administrators covenant with the grantee and his heirs and assigns that I am lawfully seized in fee simple of the granted premises that they are free from all incumbrances except my right of way as aforesaid that I have good right to sell and convey the same as aforesaid and that I will and my heirs executors and administrators shall Warrant and Defend the same to the grantee and his heirs and assigns forever against the lawful claims and demands of all persons. In Witness Whereof I the said Sarah W. Sargeant hereunto set my hand and seal this eleventh day of July in the year one thousand eight hundred and eighty eight. Sarah Wait Sargeant (seal). Signed sealed and delivered in presence of Henry H. Winslow. Commonwealth of Massachusetts. Middlesex ss. Cambridge July 11. 1888. Then personally appeared the above named Sarah W. Sargeant and acknowledged the foregoing instrument to be her free act and deed before me. Henry H. Winslow. Justice of the Peace.

Middlesex ss. July 12. 1888. Recd. & Recorded.

Attest Chas B. Stevens Reg.

Morrill to Cole Disc. W.

Know all Men by these Presents

That I Luther W. Morrill the mortgagee named in a certain mortgage given by Barna S. Cole to me the said Morrill dated November 16. A.D. 1888 and recorded in Middlesex So Dist Registry of Deeds. libro 1826 folio 342 do hereby acknowledge that I have received from Barna S. Cole the mortgagor named in said mortgage full payment and satisfaction of the same and in consideration thereof I do hereby cancel and discharge said mortgage and release and quitclaim unto the said Barna S. Cole and his heirs and assigns forever the premises thereby conveyed. In Witness Whereof I hereunto set my hand and seal this tenth day of July A.D 1888. Luther W. Morrill (seal). Signed and sealed in the presence of Commonwealth of Massachusetts. Suffolk ss. July 10. 1888. Then personally appeared the above named Luther W. Morrill and acknowledged the foregoing instrument to be his free act and deed before me Henry W. Bragg Justice of the Peace. Middlesex ss. July 12. 1888. Recd & Recorded.

Attest Chas B. Stevens Re



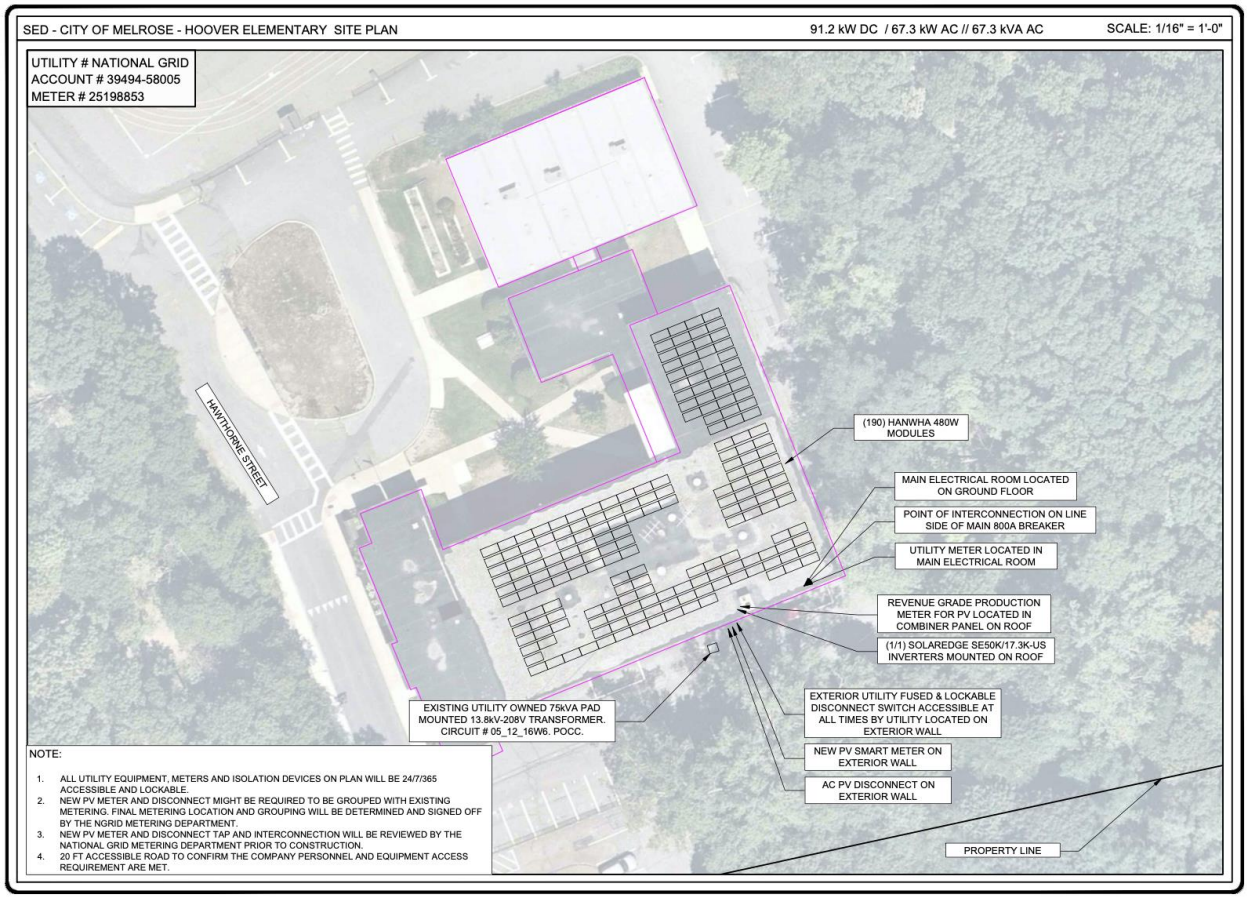
Attachment: Solect PO Lease - City of Melrose - Hoover Elementary School - 20230203 (ORDER-2023-76 : Rooftop Solar Installation on Hoover

EXHIBIT B to Lease Agreement

DESCRIPTION OF PREMISES

The Premises includes locations where solar equipment will be installed and accessed for construction, operation, maintenance and decommissioning as depicted on the Site Plan below (as it or the Project may be modified pursuant to the Lease).

The Premises is benefitted by the Access Rights and Easements set forth in Section 3 of the Lease including rights to combine and connect the Project to Host's existing main electric equipment and rights to interconnect the Project to the utility network.






Attachment: Solect PO Lease - City of Melrose - Hoover Elementary School - 20230203 (ORDER-2023-76 : Rooftop Solar Installation on Hoover

EXHIBIT C to Lease Agreement
Form of Notice of Lease
*[On following Page]*

Attachment: Solect PO Lease - City of Melrose - Hoover Elementary School - 20230203 (ORDER-2023-76 : Rooftop Solar Installation on Hoover

Record and return to:
Solect Energy Development LLC
89 Hayden Rowe Street
Hopkinton, MA 01748
Attn: Legal Notices

[insert address]

## NOTICE OF LEASE

In accordance with the provisions of Massachusetts General Laws, Chapter 183, section 4, as amended, notice is hereby given of the following described lease and easements:

**Parties to the [insert name of lease agreement] (the "Lease"):**

**Host/Landlord:**

**Provider/Tenant:** Solect Energy Development LLC
89 Hayden Rowe Street
Hopkinton, MA 01748
(and its successors and/or assigns)

**Property Description:** The real property located at [Street], [Town, State Zip] described on the attached Exhibit A (the "Property"). For Landlord's title see Deed recorded with the [__Insert County___] [Registry of Deeds/Land Records] in [Book _____, Page _____] [Certificate of Title No_____].

**Description of Leased Premises**: A portion of the Property as described on the attached Exhibit B where solar equipment will be installed and accessed for the term of the agreement, including the roofs, exterior and interior walls, through to the main electric room, and exterior areas of the Property. (the "Lease Area")

**Date of Execution of the Lease:** _____ (the "Effective Date").



Attachment: Solect PO Lease - City of Melrose - Hoover Elementary School - 20230203 (ORDER-2023-76 : Rooftop Solar Installation on Hoover

Attachment: Solect PO Lease - City of Melrose - Hoover Elementary School - 20230203 (ORDER-2023-76 : Rooftop Solar Installation on Hoover

**Term of Lease**:

The Term of the Lease includes a Development Period, Operations Period and Decommissioning Period. The Lease shall commence on the Effective Date and, unless terminated earlier pursuant to the provisions of the Lease, the Operations Period shall continue until 11:59 p.m. on the last day of the calendar month in which the twentieth (20th) anniversary of the Commercial Operation Date, as defined in the Lease, unless the Tenant exercises the Options to Extend, in which case the Term of Lease shall include the Development Period, the Operations Period, the [Extension Terms] and the Decommissioning Period.

**Options to Extend:**

Tenant shall have the right to extend the Term of the Lease for [_____] year terms.

**Decommissioning Period**

Tenant shall remove the System within 180 days of the termination of the Lease, (provided that if such 180 day term ends within the months of December, January, February, March, or April, the Decommissioning Period shall extend to July 31) whereupon the Lease shall expire and shall be of no further force and effect

**Easements**.

(a) Under the Lease, Landlord granted the easements (the "Easements") to Tenant described in Exhibit C across and burdening the Property.

(b) Landlord's grant of Easements in the Lease shall commence on the Effective Date and end upon termination of the Decommissioning Period.

**Ownership of the Facility.**

Landlord shall have no right, title or interest in the solar energy facility (as defined in the Lease) ("Project") or any component thereof and Tenant shall be the exclusive owner thereof.

**Miscellaneous**

1. This Notice of Lease may be executed in multiple counterparts, each of which shall be deemed an original and all of which, together, shall constitute one and the same instrument.

2. This Notice of Lease does not describe or refer to all of the terms or conditions contained in the actual Lease and nothing contained herein shall serve to modify or amend the terms of the

actual Lease. In the event of any inconsistency between the provisions of the Lease and the provisions of this Notice, the provisions of the Lease shall control.

3. Any capitalized term not defined herein shall have the definition ascribed to it in the Lease.

EXECUTED as a sealed instrument on as of _____ __, 202_.

**LANDLORD:**
[insert name of Landlord]

By: ____XXXXX_____
Name and Title:

COMMONWEALTH OF MASSACHUSETTS

_____ County

On this _____ day of _____, 202_, before me, the undersigned Notary Public, personally appeared the above-named _____, the _____ of _____ proved to me by satisfactory evidence of identification, being (check whichever applies): □ driver's license or other state or federal governmental document bearing a photographic image, □ oath or affirmation of a credible witness known to me who knows the above signatory, or □ my own personal knowledge of the identity of the signatory, to be the person whose name is signed above, and acknowledged the foregoing to be signed by him voluntarily for its stated purpose on behalf of _____.

____XXXXX_____
Notary Public
My Commission Expires:



Attachment: Solect PO Lease - City of Melrose - Hoover Elementary School - 20230203 (ORDER-2023-76 : Rooftop Solar Installation on Hoover

**TENANT:**
Solect Energy Development LLC

By: _____
James R. Dumas, CFO, an Authorized Signatory

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss

On this _____ date of _____, 2020, before me, the undersigned notary public, personally appeared James R. Dumas, CFO of Solect Energy Development LLC, and an Authorized Signatory, personally known to me 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 as CFO of Solect Energy Development LLC, a Massachusetts limited liability company and the voluntary act of the company.

____XXXXX_____
Notary Public
My Commission Expires:



Attachment: Solect PO Lease - City of Melrose - Hoover Elementary School - 20230203 (ORDER-2023-76 : Rooftop Solar Installation on Hoover

**EXHIBIT A**

**PROPERTY DESCRIPTION**

**Property Address: [insert property address]**

**[insert legal description plus deed reference, book and page or Certificate of Title]**

Attachment: Solect PO Lease - City of Melrose - Hoover Elementary School - 20230203 (ORDER-2023-76 : Rooftop Solar Installation on Hoover

## EXHIBIT B

## LEASE AND EASEMENT AREA DESCRIPTION

The Lease and Easement Area shall mean the areas of the Property delineated in the Site Plan below.

[insert site plan]



Attachment: Solect PO Lease - City of Melrose - Hoover Elementary School - 20230203 (ORDER-2023-76 : Rooftop Solar Installation on Hoover

# EXHIBIT C

## EASEMENTS [update with Easements/Access Rights per lease and PPA]

Attachment: Solect PO Lease - City of Melrose - Hoover Elementary School - 20230203 (ORDER-2023-76 : Rooftop Solar Installation on Hoover

EXHIBIT D to Lease Agreement

FORM OF SNDA

SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT

THIS AGREEMENT (this "Agreement") is made as of this _____ day of _____, 20__, by and among _____, a duly organized banking association, with a principal office at _____("Lender"), _____("Landlord"), and Solect Energy Development LLC, ("Tenant").

W I T N E S S E T H

WHEREAS, Tenant and Landlord have entered into a Lease Agreement dated _____, 20__, (the "Lease") covering the premises located at _____ (the "Premises"), notice of which is recorded with [Name of Registry] (the "Registry") in Book _____, Page _____, (being the property more particularly described in Exhibit A attached hereto and incorporated herein) pursuant to which Tenant has installed or will install on the Premises a photovoltaic facility for the generation of electricity from solar energy (the "Solar Facility"); and

WHEREAS, Lender is the mortgagee pursuant to a [Mortgage and Security Agreement dated _____] (the "Mortgage") and a [Conditional Assignment of Rents and Leases dated _____] (the "Assignment") encumbering, the Premises which are both recorded with the _____ Registry in Book _____page _____ and Book _____ page _____ respectively; and

WHEREAS, Lender, Tenant, and Landlord wish to set forth respective rights of each party;

NOW, THEREFORE, in consideration of the mutual covenants hereinafter contained and other valuable consideration, the parties hereto covenant and agree as follows:

1. The Lease and any extensions, renewals, replacements or modifications thereof, and all of the right, title and interest of Tenant thereunder in and to the Premises are and shall be subject and subordinate to the Mortgage and to all of the terms and conditions contained therein, and to any advances, renewals, modifications, replacements, consolidations, amendments and extensions thereof.

2. Lender consents to the Lease and in the event Lender comes into possession of or acquires title to the Premises as a result of the foreclosure, or other enforcement of the Mortgage, or as a result of any other means, Lender agrees that Lender will recognize Tenant and will not disturb Tenant or Tenant's financing parties in their possession of the Premises or their rights in the Lease for any reason other than one which would entitle Landlord to terminate the Lease under its terms or would cause, without any further action by Landlord, the termination of the



Attachment: Solect PO Lease - City of Melrose - Hoover Elementary School - 20230203 (ORDER-2023-76 : Rooftop Solar Installation on Hoover

Lease, and the Lease will continue in full force and effect as a direct agreement between Lender and Tenant.

3. The Solar Facility shall not be, or be deemed to be, a part of or an accession or addition to or a fixture on the Premises even though the Solar Facility is installed on the Premises; nor shall the Solar Facility be moved from the Premises by the Lender unless Tenant's prior written consent to such move has been obtained.

4. Lender waives any and all right, title and interest in the Solar Facility and shall not acquire any such right title or interest by virtue of the installation of the Solar Facility on the Premises. The undersigned Lender further waives any right to seize, or to claim any interest, whatsoever in the Solar Facility on account of any claim or right the undersigned may have against any person, including, without limitation, any claim or right the undersigned may have or assert against the Landlord, by foreclosure or otherwise.

5. Tenant may at any time, at its option, enter upon the Premises and inspect, maintain, remove or repair the Solar Facility to the extent provided in the Lease.

6. When sending to Landlord any notice of impending or actual foreclosure of the Premises, the undersigned Lender shall concurrently provide Tenant a copy of the same.

7. Tenant agrees with Lender that if the interests of Landlord in the Premises shall be transferred to and owned by Lender by reason of foreclosure or other proceedings brought by it, or any other manner, or shall be conveyed thereafter by Lender or shall be conveyed pursuant to a foreclosure sale of the Premises, Tenant shall be bound to Lender under all of the terms, covenants and conditions of the Lease for the balance of the time thereof remaining and any extensions or renewals thereof which may be effected in accordance with any option therefor in the Lease, with the same force and effect as if Lender were the landlord under the Lease and Tenant does hereby attorn to Lender as its landlord, said attornment to be effective and self-operative without the execution of any further instruments on the part of any of the parties hereto immediately upon Lender succeeding to the interest of Landlord in the Premises. Notwithstanding the foregoing, Lender shall not be: (i) liable for any act or omission of Landlord, or for any fact, circumstance or condition existing or arising prior to Lender's succession in interest to Landlord unless such fact, circumstance or condition shall continue after such succession; or (ii) subject to any offsets, claims or defenses which Tenant might have against Landlord, except as set forth in the Lease.

8. This Agreement shall bind and inure to the benefit of the parties hereto, their successors and assigns. As used herein the term "Tenant" shall include Tenant, its successors and assigns; the words "foreclosure" and "foreclosure sale" as used herein shall be deemed to include the acquisition of Landlord's estate in the Premises by voluntary deed (or assignment) in lieu of foreclosure; and the word "Lender" shall include the Lender herein specifically named and any of its successors, participants and assigns, including anyone who shall have succeeded to Landlord's interest in the Premises by, or through, Lender foreclosure of the Mortgage.



Attachment: Solect PO Lease - City of Melrose - Hoover Elementary School - 20230203 (ORDER-2023-76 : Rooftop Solar Installation on Hoover

9. All notices, consents and other communications pursuant to the provisions of this Agreement shall be in writing and shall be sent by registered or certified mail, return receipt requested, or by a reputable commercial overnight carrier that provides a receipt, or by facsimile with confirmation of transmission, and shall be deemed given when postmarked and addressed as follows:

If to Lender:

If to Tenant: Solect Energy Development LLC
89 Hayden Rowe Street
Hopkinton, MA 01748
Attn: Legal Notices

If to Landlord:

or to such other address as shall from time to time have been designated by written notice by such party to the other parties as herein provided.

10. This Agreement may not be modified orally or in any manner other than by agreement, in writing, signed by the parties hereto. This Agreement may be executed in counterparts, each of which shall be deemed an original, and such counterparts taken together shall constitute but one agreement. This Agreement shall be governed by the laws of the state or commonwealth where the Premises are located.

[This Page Ends Here – Signature Page to SNDA Follows]



Attachment: Solect PO Lease - City of Melrose - Hoover Elementary School - 20230203 (ORDER-2023-76 : Rooftop Solar Installation on Hoover

IN WITNESS WHEREOF, the parties hereto have placed their hands and seals the day and year first written above.

TENANT:
SOLECT ENERGY DEVELOPMENT LLC

By: _____XXXXX_____
Printed Name:
Title:

LANDLORD:

By: _____XXXXX_____
Printed Name:
Title:

LENDER:

By: _____XXXXX_____
Printed Name:
Title:



Attachment: Solect PO Lease - City of Melrose - Hoover Elementary School - 20230203 (ORDER-2023-76 : Rooftop Solar Installation on Hoover

CITY OF MELROSE

DENISE M. GAFFEY
*Director & City Planner*

OFFICE OF PLANNING AND
COMMUNITY DEVELOPMENT

City Hall, 562 Main Street
Melrose, Massachusetts 02176
Telephone - (781) 979-4190
Fax - (781) 979-4290

# MEMORANDUM

**TO:** Melrose City Council

**FROM:** Martha Grover, Sustainability Manager

**RE:** Hoover and Horace Mann Solar PPA/Lease Authorization

**DATE:** February 13, 2023

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Attached for your review are the Solar Power Purchase and Lease agreements with Solect Energy Development to install a 67.3 kW AC and 50 kW AC system on the Hoover and Horace Mann Elementary School roofs respectively. We seek authorization from the City Council for Mayor Brodeur to execute these agreements.

The city has worked with Solect for over a year to develop these projects and take advantage of the new roofs scheduled to be installed this summer, favorable federal tax credits, Block 10 utility SMART incentives, and fantastic solar access at these two schools. Action 28 in the Melrose Net Zero Action seeks to "Maximize the installation of clean energy sources on municipal property" and these projects are in line with and support the city's effort to lead by example.

I look forward to answering your questions at a future meeting but don't hesitate to reach out in advance at mgrover@cityofmelrose.org or 781.979.4195 as well.

Attachment: City Council Hoover Horace Mann Solar PPA Memo (ORDER-2023-77 : Rooftop Solar Installation on Horace Mann Elementary

Attachment: HV and HM Solect Solar Financial Analysis (ORDER-2023-77 : Rooftop Solar Installation on

# Solect Solar Update
# City of Melrose

## Hoover Elementary School
## &
## Horace Mann Elementary School

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February 1, 2023

# Hoover Elementary School
# &
# Horace Mann Elementary School

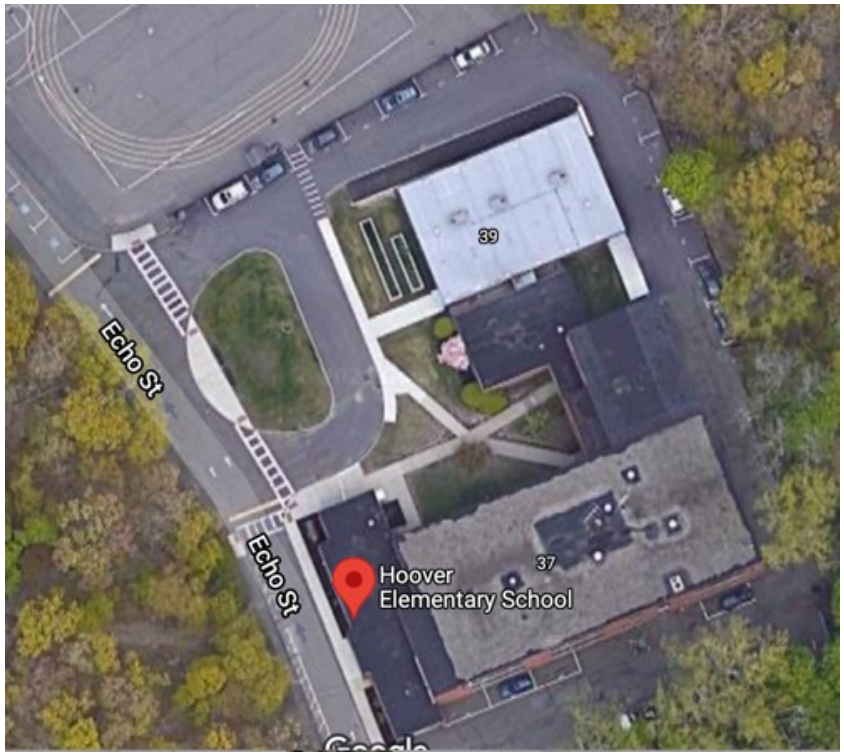
## Electricity Analysis and Solar Designs



Attachment: HV and HM Solect Solar Financial Analysis (ORDER-2023-77 : Rooftop Solar Installation on

# Hoover Elementary School

## 37 Glendower Road, Melrose MA 02176

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Attachment: HV and HM Solect Solar Financial Analysis (ORDER-2023-77 : Rooftop Solar Installation on

# Hoover Elementary School

## Electricity Analysis

November 2022

National Grid's Nov 2022 Delivery Rate kWh Charges

Anticipated 3rd Party Supply Rate kWh (current contract expires on 12/10/23)

**Total Addressable Electricity Rate**

| Facility | Hoover Elementary School | | | | | |
|---|---|---|---|---|---|---|
| Utility | National Grid | | | | | |
| Address | 37 Glendower Rd Melrose MA 02176 | | | | | |
| Account Number | 39494-58005 | | | | | |
| Rate Class | G-1 (B1) | | | | | |
| Meter Number | 25198853 | | | | | |
| Month | Nov-22 | | | | | |
| kWhr | 8,480 | | | | | |
| Variable Cost ($) | 977.77 | | | | | |
| Delivery ($/kWh) | $ 0.11530 | | | | | |
| Supply ($/kWh) | $ 0.13000 | | | | | |
| **Avoided Rate** | **$ 0.24530** | | | | | **0.24530** |
| TTD Rate | $ 0.11530 | | | | | |
| Est. A... mation | 2.00% | | | | | |

| Monthly Usage | POI Meter | | | | | Total |
|---|---|---|---|---|---|---|
| January | 16,560 | | | | | 16,560 |
| February | 17,840 | | | | | 17,840 |
| March | 16,000 | | | | | 16,000 |
| April | 14,400 | | | | | 14,400 |
| May | 8,000 | | | | | 8,000 |
| June | 8,400 | | | | | 8,400 |
| July | 6,240 | | | | | 6,240 |
| August | 3,200 | | | | | 3,200 |
| September | 12,560 | | | | | 12,560 |
| October | 8,800 | | | | | 8,800 |
| November | 8,480 | | | | | 8,480 |
| December | 13,920 | | | | | 13,920 |
| **12 Month Total** | **134,400** | - | - | - | - | **134,400** |
| **Average** | **11,200** | - | - | - | - | |

Annual Electricity Consumption

**Total Annual Spend (not including fixed charges)** $ 32,969

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Attachment: HV and HM Solect Solar Financial Analysis (ORDER-2023-77 : Rooftop Solar Installation on

# Hoover Elementary School

## Rooftop Design

System Size 91.2 KW DC / 67.3 KW AC

Estimated Year 1 Production: 105,744.4 kWh

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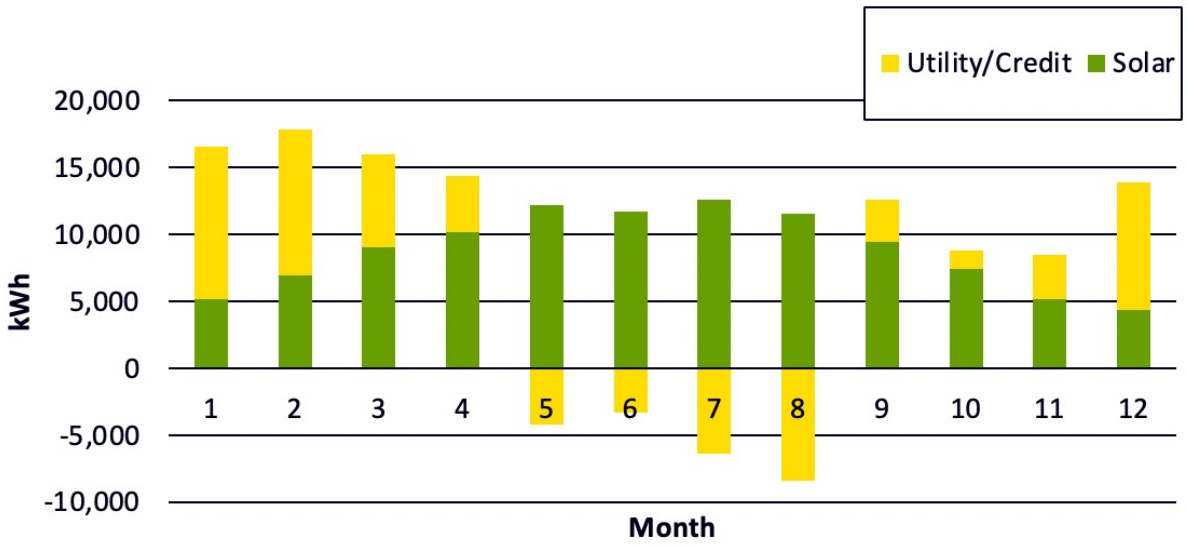
Attachment: HV and HM Solect Solar Financial Analysis (ORDER-2023-77 : Rooftop Solar Installation on

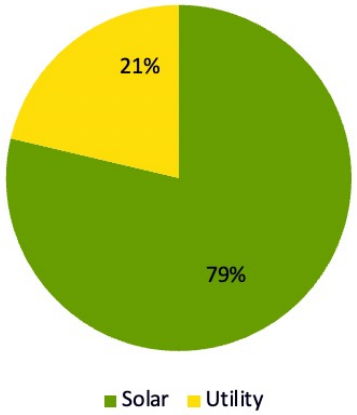
# Hoover Elementary School

## Electricity Consumption vs Production

**105,744 kWh in Year 1**




**Annual Energy Supply**



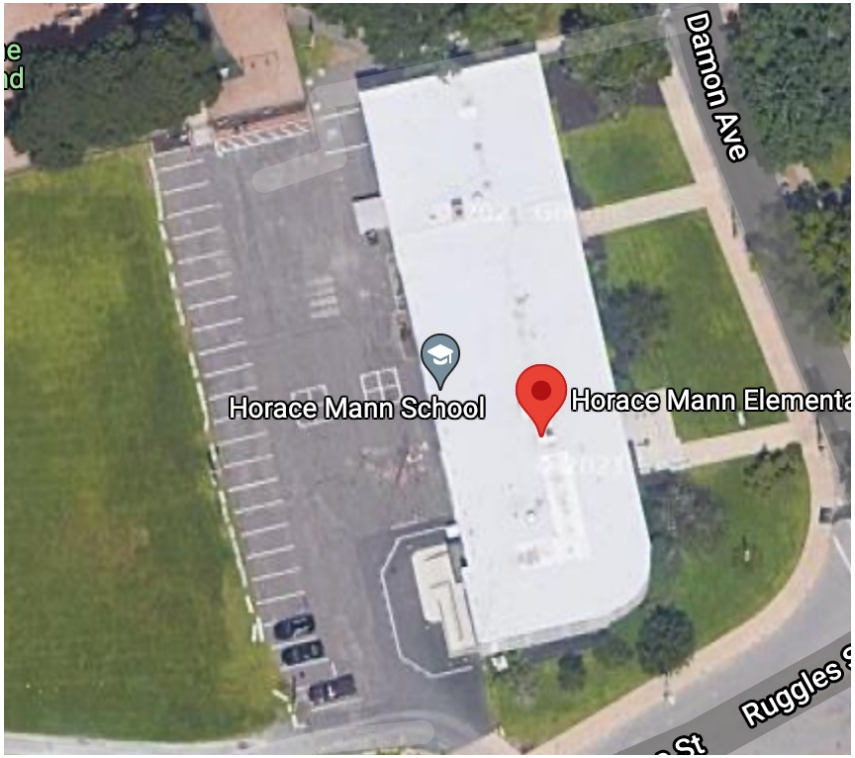

Based on 12 mo. Usage of 134,400 kWh as per utility bills.



Attachment: HV and HM Solect Solar Financial Analysis (ORDER-2023-77 : Rooftop Solar Installation on

# Horace Mann Elementary School

## 40 Damon Ave, Melrose MA 02176

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Attachment: HV and HM Solect Solar Financial Analysis (ORDER-2023-77 : Rooftop Solar Installation on

# Horace Mann Elementary School

## Electricity Analysis

3 Year Average (2018 - 2020)

National Grid's Feb 2022 Delivery Rate kWh Charges

Anticipated 3rd Party Supply Rate kWh (current contract expires on 12/10/23)

**Total Addressable Electricity Rate**

| Facility | Horace Mann Elementary School | | | | | |
|---|---|---|---|---|---|---|
| Utility | National Grid | | | | | |
| Address | 40 Damon Ave, Melrose MA 02176 | | | | | |
| Account Number | 64798-33000 | | | | | |
| Rate Class | G-1 (B1) | | | | | |
| Meter Number | 98742524 | | | | | |
| Month | Feb-22 | | | | | |
| kWhr | 19,120 | | | | | |
| Variable Cost ($) | $ 2,159 | | | | | |
| Delivery ($/kWh) | $ 0.11293 | | | | | |
| Supply ($/kWh) | $ 0.13000 | | | | | |
| **Avoided Rate** | **$ 0.24293** | | | | | **0.24293** |
| TTD Rate | $ 0.11293 | | | | | |
| [illegible] Inflation | 2.00% | | | | | |

| Monthly Usage | POI Meter | | | | | Total |
|---|---|---|---|---|---|---|
| January | 10,280 | | | | | 10,280 |
| February | 10,600 | | | | | 10,600 |
| March | 6,280 | | | | | 6,280 |
| April | 9,040 | | | | | 9,040 |
| May | 9,320 | | | | | 9,320 |
| June | 9,080 | | | | | 9,080 |
| July | 2,800 | | | | | 2,800 |
| August | 3,320 | | | | | 3,320 |
| September | 920 | | | | | 920 |
| October | 12,200 | | | | | 12,200 |
| November | 5,680 | | | | | 5,680 |
| December | 9,400 | | | | | 9,400 |
| **12 Month Total** | **88,920** | - | - | - | - | **88,920** |
| **Average** | **7,410** | - | - | - | - | |

Annual Electricity Consumption

**Total Annual Spend (not including fixed charges)** $ 21,601

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Attachment: HV and HM Solect Solar Financial Analysis (ORDER-2023-77 : Rooftop Solar Installation on

# Horace Mann Elementary School

## Rooftop Design

System Size 67.68 KW DC / 50 KW AC

Estimated Year 1 Production: 78,450.6 kWh

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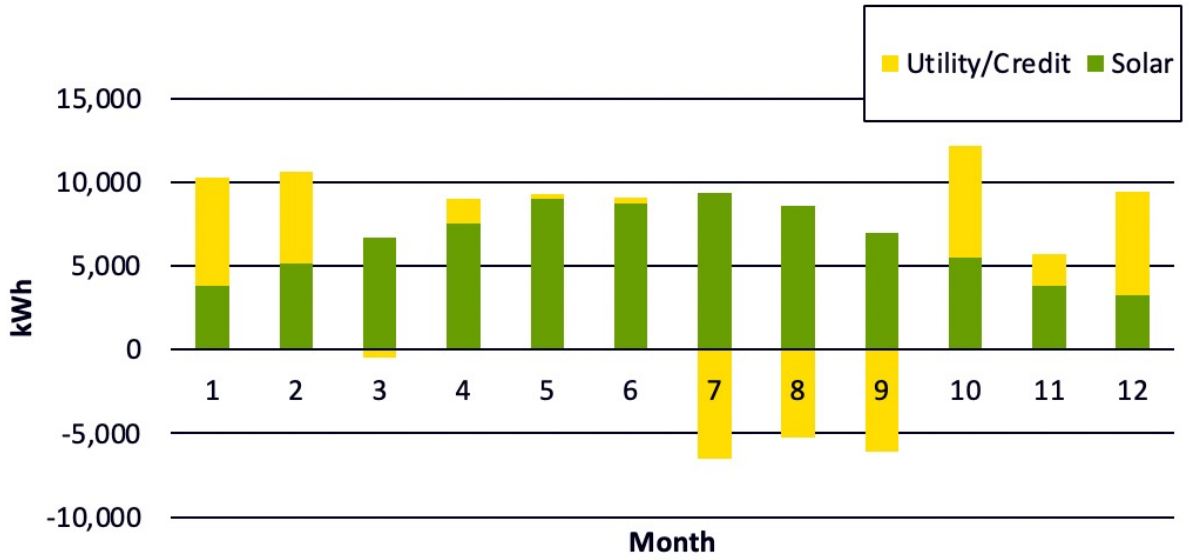
Attachment: HV and HM Solect Solar Financial Analysis (ORDER-2023-77 : Rooftop Solar Installation on

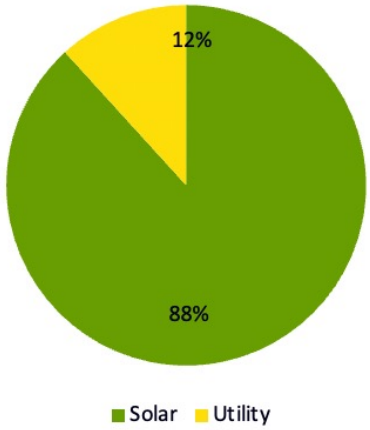
# Horace Mann Elementary School

## Electricity Consumption vs Production

**78,451 kWh in Year 1**




**Annual Energy Supply**




Based on 12 mo. Usage of 88,920 kWh as per utility bills.

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Attachment: HV and HM Solect Solar Financial Analysis (ORDER-2023-77 : Rooftop Solar Installation on

# Power Purchase Agreement

# Solar Incentives & PPA Rates

## Cost Saving for Melrose Public Schools



Attachment: HV and HM Solect Solar Financial Analysis (ORDER-2023-77 : Rooftop Solar Installation on

Attachment: HV and HM Solect Solar Financial Analysis (ORDER-2023-77 : Rooftop Solar Installation on

# Preliminary System Sizes & PPA Rates

## Summary Slide

| Solar System | System Size (KW DC / KW AC) | System Production Year 1 (kWh) | Avoided Electricity Rate ($/kWh) | MA SMART Block 10 PPA Rate ($/kWh) | MA SMART Block 11 PPA Rate ($/kWh) |
|---|---|---|---|---|---|
| Hoover Elementary School Rooftop System | 92.1 KW DC / 67.3 KW AC | 105,744 | $0.24530 | $0.159 | $0.162 |
| Horace Mann Elementary School Rooftop System | 67.68 KW DC / 50 KW AC | 78,450 | $0.24293 | $0.182 | $0.186 |

Notes:

- Assumes Transformer Upgrade for Horace Mann Elementary School and no additional Utility Upgrades
- Assumes Prevailing Wage Rates for Public Entity
- Bonding not included as system is 3rd party owned
- Based on a 30% Federal Investment Tax Credit
- Annual Electricity Escalation Rate of 2%
- MA SMART PSoQ Block 10 awarded 11/28/2022
- Melrose Public School's Constellation NewEnergy Supply Rate expires 12/10/2023
- Anticipated Avoided Electricity Rates based on a $0.130 / kWH 3rd Party Supply Rates going forward.

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# Hoover Elementary School

## System Size: 92.1 KW DC / 67.3 KW AC

## PPA Summary Slide

| HooverElementary School Rooftop Solar System PPA Rates (Addressable Electricity Rate) | | |
|---|---|---|
| SMART Block Award | 10 | 11 |
| MA Incentive Award | $0.05819 | $0.05483 |
| PPA Rate | $0.159 / kWh | $0.162 / kWh |
| Est. Year 1 Savings | $6,262 | $5,945 |
| Est. 20 Year Savings | $211,133 | $205,110 |

Notes:

- Assumes Transformer Upgrade for Horace Mann Elementary School and no additional Utility Upgrades
- Assumes Prevailing Wage Rates for Public Entity
- Bonding not included as system is 3rd party owned
- Based on a 30% Federal Investment Tax Credit
- Annual Electricity Escalation Rate of 2%
- MA SMART PSoQ Award Block 10 BTM awarded 11/28/2022
- Melrose Public School's Constellation NewEnergy Supply Rate expires 12/10/2023
- Anticipated Avoided Electricity Rates based on a $0.130 / kWH 3rd Party Supply Rates going forward.

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Attachment: HV and HM Solect Solar Financial Analysis (ORDER-2023-77 : Rooftop Solar Installation on

# Hoover Elementary School

## System Size: 92.1 KW DC / 67.3 KW AC

### PPA Block 10 SMART Award Detailed Slide

| Year | Solar Production (kWh) | Grid-Delivered Electricity Cost ($/kWh) | Electric Savings | Solar PPA Rate ($/kWh) | PPA Payment | Net Savings |
|---|---|---|---|---|---|---|
| 1 | 105,744 | $0.2453 | $23,076 | $0.1590 | $16,813 | **$6,262** |
| 2 | 105,163 | $0.2502 | $23,408 | $0.1590 | $16,721 | **$6,687** |
| 3 | 104,584 | $0.2552 | $23,744 | $0.1590 | $16,629 | **$7,115** |
| 4 | 104,009 | $0.2603 | $24,086 | $0.1590 | $16,537 | **$7,549** |
| 5 | 103,437 | $0.2655 | $24,433 | $0.1590 | $16,447 | **$7,986** |
| 6 | 102,868 | $0.2708 | $24,784 | $0.1590 | $16,356 | **$8,428** |
| 7 | 102,302 | $0.2763 | $25,141 | $0.1590 | $16,266 | **$8,875** |
| 8 | 101,740 | $0.2818 | $25,503 | $0.1590 | $16,177 | **$9,326** |
| 9 | 101,180 | $0.2874 | $25,870 | $0.1590 | $16,088 | **$9,782** |
| 10 | 100,624 | $0.2932 | $26,242 | $0.1590 | $15,999 | **$10,243** |
| 11 | 100,070 | $0.2990 | $26,620 | $0.1590 | $15,911 | **$10,708** |
| 12 | 99,520 | $0.3050 | $27,003 | $0.1590 | $15,824 | **$11,179** |
| 13 | 98,973 | $0.3111 | $27,391 | $0.1590 | $15,737 | **$11,655** |
| 14 | 98,428 | $0.3173 | $27,785 | $0.1590 | $15,650 | **$12,135** |
| 15 | 97,887 | $0.3237 | $28,185 | $0.1590 | $15,564 | **$12,621** |
| 16 | 97,348 | $0.3301 | $28,591 | $0.1590 | $15,478 | **$13,112** |
| 17 | 96,813 | $0.3367 | $29,002 | $0.1590 | $15,393 | **$13,609** |
| 18 | 96,281 | $0.3435 | $29,420 | $0.1590 | $15,309 | **$14,111** |
| 19 | 95,751 | $0.3504 | $29,843 | $0.1590 | $15,224 | **$14,618** |
| 20 | 95,224 | $0.3574 | $30,272 | $0.1590 | $15,141 | **$15,132** |
| | | | | | **Total** | **$211,133** |

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Attachment: HV and HM Solect Solar Financial Analysis (ORDER-2023-77 : Rooftop Solar Installation on

# Horace Mann Elementary School

## System Size: 67.68 KW DC / 50 KW AC
## PPA Summary Slide

| Horace Mann Elementary School Rooftop Solar System PPA Rates (Addressable Electricity Rate) | | |
|---|---|---|
| SMART Block Award | 10 | 11 |
| MA Incentive Award | $0.05819 | $0.05483 |
| PPA Rate | $0.182 / kWh | $0.186 / kWh |
| Est. Year 1 Savings | $2,465 | $2,151 |
| Est. 20 Year Savings | $113,719 | $107,760 |

Notes:

- Assumes Transformer Upgrade for Horace Mann Elementary School and no additional Utility Upgrades
- Assumes Prevailing Wage Rates for Public Entity
- Bonding not included as system is 3rd party owned
- Based on a 30% Federal Investment Tax Credit
- Annual Electricity Escalation Rate of 2%
- MA SMART PSoQ Award Block 10 BTM awarded 11/28/2022
- Melrose Public School's Constellation NewEnergy Supply Rate expires 12/10/2023
- Anticipated Avoided Electricity Rates based on a $0.130 / kWH 3rd Party Supply Rates going forward.

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Attachment: HV and HM Solect Solar Financial Analysis (ORDER-2023-77 : Rooftop Solar Installation on

# Horace Mann Elementary School

## System Size: 67.68 KW DC / 50 KW AC

### PPA Block 10 SMART Award Detailed Slide

| Year | Solar Production (kWh) | Grid-Delivered Electricity Cost ($/kWh) | Electric Savings | Solar PPA Rate ($/kWh) | PPA Payment | Net Savings |
|---|---|---|---|---|---|---|
| 1 | 78,451 | $0.2429 | $16,743 | $0.1820 | $14,278 | $2,465 |
| 2 | 78,019 | $0.2478 | $16,984 | $0.1820 | $14,199 | $2,784 |
| 3 | 77,590 | $0.2527 | $17,228 | $0.1820 | $14,121 | $3,107 |
| 4 | 77,163 | $0.2578 | $17,476 | $0.1820 | $14,044 | $3,432 |
| 5 | 76,739 | $0.2630 | $17,728 | $0.1820 | $13,966 | $3,761 |
| 6 | 76,317 | $0.2682 | $17,983 | $0.1820 | $13,890 | $4,093 |
| 7 | 75,897 | $0.2736 | $18,241 | $0.1820 | $13,813 | $4,428 |
| 8 | 75,480 | $0.2791 | $18,504 | $0.1820 | $13,737 | $4,767 |
| 9 | 75,064 | $0.2846 | $18,770 | $0.1820 | $13,662 | $5,108 |
| 10 | 74,652 | $0.2903 | $19,040 | $0.1820 | $13,587 | $5,454 |
| 11 | 74,241 | $0.2961 | $19,314 | $0.1820 | $13,512 | $5,802 |
| 12 | 73,833 | $0.3021 | $19,592 | $0.1820 | $13,438 | $6,155 |
| 13 | 73,427 | $0.3081 | $19,874 | $0.1820 | $13,364 | $6,511 |
| 14 | 73,023 | $0.3143 | $20,160 | $0.1820 | $13,290 | $6,870 |
| 15 | 72,621 | $0.3205 | $20,450 | $0.1820 | $13,217 | $7,233 |
| 16 | 72,222 | $0.3270 | $20,745 | $0.1820 | $13,144 | $7,600 |
| 17 | 71,825 | $0.3335 | $21,043 | $0.1820 | $13,072 | $7,971 |
| 18 | 71,430 | $0.3402 | $21,346 | $0.1820 | $13,000 | $8,346 |
| 19 | 71,037 | $0.3470 | $21,653 | $0.1820 | $12,929 | $8,724 |
| 20 | 70,646 | $0.3539 | $21,965 | $0.1820 | $12,858 | $9,107 |
| | | | | | Total | $113,719 |

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Attachment: HV and HM Solect Solar Financial Analysis (ORDER-2023-77 : Rooftop Solar Installation on

Attachment: Solect PO PPA - City of Melrose - Horace Mann Elementary School - 20230203 (ORDER-2023-77 : Rooftop Solar Installation on

**POWER PURCHASE AGREEMENT**

For

SED City of Melrose - Horace Mann School
40 Damon Avenue
Melrose, MA 02176

Dated as of

_____

between

City of Melrose
562 Main St
Melrose, MA 02176

And

Solect Energy Development LLC
89 Hayden Rowe Street
Hopkinton, Massachusetts 01748

Attachment: Solect PO PPA - City of Melrose - Horace Mann Elementary School - 20230203 (ORDER-2023-77 : Rooftop Solar Installation on

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# POWER PURCHASE AGREEMENT

This Power Purchase Agreement ("**Agreement**" or "**PPA**") is entered into as of _____, (the "**Effective Date**"), by and between City of Melrose, a municipality with an address of 562 Main St Melrose, MA 02176 ("**Host**"), and Solect Energy Development LLC, ("**Solect**" or "**Provider**") a Limited Liability Company located in Hopkinton, Massachusetts (together, the "**Parties**").

WHEREAS, Host is a member of PowerOptions, Inc. ("**PowerOptions**"), a nonprofit corporation organized under the laws of the Commonwealth of Massachusetts and the Internal Revenue Code that assists its members with procuring energy products and energy-related services for facilities they own and/or operate;

WHEREAS, Provider and PowerOptions have entered into an agreement dated June 30th, 2020, as amended, governing the terms and conditions of Provider's participation in the PowerOptions Solar and Storage Program;

WHEREAS, Host is the owner of the properties located and described in Exhibit C and desires to make a portion of such properties available to Provider for the construction, operation and maintenance of a solar powered electric generating Project, and to purchase from Provider the electric energy produced by the Project;

WHEREAS, this Agreement is a service contract within the meaning of Section 7701(e)(3) of the Internal Revenue Code of 1986, as amended; and

WHEREAS, Provider desires to develop, design, construct, own and operate the Project located at and described in Exhibit D, and sell to Host the electric energy produced by the Project; and

WHEREAS, Provider and Host have entered into that certain Lease dated on or about the date hereof (as amended or modified from time to time, the "**Lease**") pursuant to which Host has granted Provider a leasehold interest and certain use and access rights to the Premises.

NOW, THEREFORE, in consideration of the promises, the covenants set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows.

**1. DEFINITIONS.** Certain capitalized terms used in this Agreement have the meanings set forth in the attached GLOSSARY OF TERMS or as defined in the body of this Agreement.

**2. TERM.**

(a) Term. This Agreement shall consist of an Initial Period and an Operations Period. As used herein, "**Term**" shall mean all of the Initial Period and the Operations Period, unless the

Provider or Host terminates the Agreement prior to the end of the Initial Period pursuant to the terms of this Agreement, but any such termination shall not terminate any provisions hereof that expressly survive such termination.

(b) Initial Period. The Initial Period will begin on the Effective Date and will terminate on the earlier of (i) the Commercial Operation Date or (ii) the date the Agreement is terminated pursuant to the provisions of Section 4(b) or 4(d).

(c) Operations Period. The Operations Period will commence on the Commercial Operation Date and will terminate at 11:59 p.m. on the last day of the month in which the twentieth ($20^{th}$) anniversary of the SMART Incentive Payment Effective Date.

(d) Extensions. Provider shall have one option to extend the Operations Period for five (5) years (an "**Extension Term**") upon mutual agreement between Provider and Host. Provider shall delivering a written request to extend to Host at least six months prior to the end of the Operations Period, or Extension Term, as the case may be. Any extension shall be reflected in a written amendment to this Agreement signed by the Parties.

(e) Early Termination by Host. If Host terminates the Agreement prior to the Expiration Date, except as otherwise provided in this subsection (e), Section 9 (Purchase Option), Section 17 (Force Majeure), or Section 19 (Provider Event of Default and Host Remedies), Host shall pay, as liquidated damages, the Early Termination Amount set forth on Exhibit B, and Provider shall cause the Project to be disconnected and removed from the Premises in accordance with the Lease. Upon Host's payment to Provider of the Early Termination Amount, this Agreement and the Lease, in accordance with its terms, shall terminate automatically. Notwithstanding the foregoing, Host may (i) terminate this Agreement with no liability whatsoever pursuant to Section 4(d) or (ii) in lieu of termination, if Provider fails to achieve the Commercial Operation Date by the Guaranteed Commercial Operation Date, be entitled (as its sole and exclusive remedy) to (x) the payment by Provider to Host of Delay Liquidated Damages not to exceed $15/kW in the aggregate, plus (y) (if Installation Work had commenced at the Premises as of the date of termination) all direct costs reasonably incurred by Host to return its Premises to its condition prior to commencement of the Installation Work if Provider fails to do so within a reasonable time, as required pursuant to the Lease. Alternatively, Host may terminate this Agreement with no liability whatsoever if Provider fails to commence the Operations Period by the date that is 60 days after the Guaranteed Commercial Operation Date.

The Construction Start Date and Guaranteed Commercial Operation Date shall be extended on a day-for-day basis due to (a) Force Majeure or (b) acts, omissions or delays of a Governmental Authority or Local Electric Utility. Provided, however that clause (b) shall be beyond the reasonable control of the Provider and not caused by the Provider's fault or negligence. Provided, further that the day-to-day extension of the Construction Start Date shall not exceed one hundred eighty (180) days, unless otherwise mutually agreed by the Parties in writing.

**3. ACCESS RIGHTS.**



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(a) Access Specifications. Pursuant to the Lease, Provider has access to and use of the Premises for the Term for the purposes of designing, installing, inspecting, operating, maintaining, repairing, and removing the Project, and for any other purpose set forth in this Agreement or in the Lease, and otherwise in accordance with the provisions of the Lease. Access Rights with respect to the Site are more fully described in the Lease and include, without limitation, vehicular and pedestrian access, and other rights to install electrical lines and communications cables.

(b) Remote Monitoring. Host will provide an internet portal or equivalent access by means of which Provider will communicate data from the revenue grade performance monitoring system. Provider will be responsible for connecting monitoring equipment for the Project to the internet enabling remote monitoring of the Project.

**4. PLANNING, INSTALLATION AND OPERATION OF PROJECT.**

(a) Site Assessment and Planning. During the Initial Period, Provider shall have the right, at its own expense, to assess the suitability of the Premises for the Project and shall act diligently in conducting such assessment. The assessment shall include the right to inspect the physical condition of the structures on which the Project will be located; to apply for any building permits or other governmental authorizations necessary for the construction of the Project; to arrange interconnections with the Local Electric Utility; to make any applications to the appropriate Public Utilities Commission or other agencies for receipt of payments for the Project under the Applicable Solar Program; to apply to any other governmental agencies or other persons for grants or other determinations necessary for the construction of or receipt of revenues from the Project; or to make any other investigation or determination necessary for the financing, construction, operation or maintenance of the Project. The Provider shall, in accordance with Section 5(l) of the Lease, at its own cost, engage an engineer licensed and qualified in the state where the Project is located, to certify that any objects brought, installed or kept on the Premises will not exceed the maximum load per square foot of the building and/or roof of the building and taking into account snow loads and all other equipment located on the roof as required by local building code. Provider shall provide a copy of any structural engineering analysis to Host at Host's request.

(b) Termination of Development Activities by Provider. At any time during the Initial Period, Provider shall have the right to cease development of the Project and terminate this Agreement upon written notice to Host if:

(i) Provider determines that the Premises, as is, are insufficient to accommodate the Project; or

(ii) there exist site conditions or construction or interconnection requirements that were not known as of the effective date of this Agreement and that could reasonably be expected to materially increase the cost of Installation Work or would adversely affect the electricity production from the Project as designed;

(iii) there has been a material adverse change in the rights of Host to occupy the Premises or Provider to construct the Project on the Premises;



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(iv) an interconnection agreement with the Local Electric Utility, in form and substance satisfactory to Provider, is not executed by Provider and the Local Electric Utility within two hundred seventy (270) days after the date of this Agreement;

(v) Provider has not obtained financing within twelve months after the date of this Agreement to construct, install, own and operate and maintain the Project;

(vi) the Project does not qualify under the Applicable Solar Program;

(vii) despite its diligent efforts, Provider does not obtain all permits and approvals, on terms and conditions satisfactory to Provider, which are necessary for the construction, operation and maintenance of the Project; or

(viii) the Project is not exempt from personal property tax pursuant to M.G.L. c.59, § 5, cl. 45 (Acts of 2021, Chapter 8, §61, as amended and the Massachusetts Department of Revenue regulations adopted in connection therewith) and a Payment In Lieu of Taxes Agreement with the municipality where the Project is located is not executed and approved by the municipality to establish fixed payments in the amount(s) set forth on Exhibit A-1.

If Provider gives Host notice of such termination, this Agreement shall terminate effective as of the date specified in delivery of such notice without any further liability of the Parties to each other, provided that (i) Provider shall remove any equipment or materials which Provider has placed on the Site; (ii) Provider shall restore any portions of the Site disturbed by Provider to its pre-existing condition; (iii) the Parties shall not be released from any payment or other obligations arising under this Agreement prior to the delivery of the notice; and (iv) the confidentiality provisions of Section 14, the indemnity obligations under Section 15, and the dispute resolution provisions of Section 23 shall continue to apply notwithstanding the termination of this Agreement.

(c) Commencement of Construction, Modification of Design. Provider shall conduct a construction kick off meeting with Host. Upon prior notice to Host, Provider shall have the right to commence installing the Project on the Premises in accordance with the agreed-upon schedule as determined during the construction kick off meeting.

(i) As of the date hereof, Provider anticipates that the Project shall consist of the components and shall have the designs set forth in Exhibit E attached hereto.

(ii) Notwithstanding subsection (i) above, Provider has the right to modify the design of the Project, including the selection of the components in the Project, as Provider, in its sole discretion, may determine, provided, however, that such changes shall not result in the Project exceeding the nameplate capacity, building footprint (if project is on the roof), location and height set forth in Exhibits D and E, without Host's approval.

(d) Construction Commencement Deadline. If Provider has not commenced the Installation Work before the Construction Start Date, Host may terminate this Agreement and the



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Lease by delivering notice to Provider of its intention to terminate this Agreement, and the Agreement shall terminate twenty-one (21) days after Provider's receipt of such notice; provided, that if Provider commences the Installation Work within such twenty-one (21) day period, this Agreement shall not terminate. Upon any termination in accordance with this Section 4(d) neither Party shall have any further liability to the other with respect to this Agreement, provided that (i) Provider shall remove any equipment or materials that Provider has placed on the Site; (ii) Provider shall restore any portions of the Site disturbed by Provider to their condition prior to the commencement of construction; (iii) the Parties shall not be released from any payment or other obligations arising under this Agreement prior to the delivery of the notice; and (iv) the confidentiality provisions of Section 14, the indemnity obligations under Section 15 and the dispute resolution provisions of Section 23 shall continue to apply notwithstanding the termination of this Agreement.

(e) Contractors. Provider shall use licensed and insured contractors to perform the work of installing, operating, and maintaining the Project. Provider intends to use Installer to perform such work, but may use other contractors, for all or a portion of such work, in Provider's sole discretion. Provider shall advise Host of the Installer prior to commencement of the work on the Site. Provider shall be responsible for the conduct of Installer and its subcontractors, and Host shall have no contractual relationship with Installer or its subcontractors in connection with the work on the Project. Provider shall ensure that Installer maintains insurance applicable to the Installer's activities that satisfy the requirements in Exhibit G.

(f) Status Reports, Project Testing, Commercial Operation. Provider shall give Host regular updates, on a reasonable schedule requested by Host, on the progress of installation of the Project and shall notify Host of when Provider will commence testing of the Project. Testing shall be conducted in accordance with guidelines, standards and criteria reasonably accepted or followed by photovoltaic solar system integrators in the United States. Host shall have the right to have its representatives present during the testing process, but subject to reasonable written safety rules and procedures as may be established by Provider and Installer. After Provider has determined, in its reasonable judgment, that the Project meets the requirements of and has been approved for interconnection by the Local Electric Utility, has been installed in accordance with all Applicable Laws, and is capable of producing electricity on a continuous basis for at least four (4) continuous hours, Provider shall notify Host that the Installation Work is complete. Provider shall provide Host with written notice of the Commercial Operation Date for the Project, which may be immediately upon delivery of such notice to Host.

(g) Standard of Operation. Provider shall design, obtain permits, install, operate, and maintain the Project so as to keep it in good condition and repair, in compliance with all Applicable Laws and the requirements of the interconnection agreement, and in accordance with the generally accepted practices of the electric industry, in general, and the solar generation industry, in particular, and all instructions of any original equipment manufacturers' warranties for equipment included in the Project. Such work shall be at Provider's sole expense. Except for emergency situations or unplanned outages, Provider shall cause the work to be performed between the hours of 7:00 am and 7:00 pm, Monday through Saturday, in a manner that minimizes interference with Host and Host's employees, visitors, tenants and licensees and their customers to the extent commercially practical. Provider shall, and shall cause its contractors to,



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keep the Site reasonably clear of debris, waste material and rubbish, and to comply with reasonable safety procedures established by Host for conduct of business on the Site. In the event of an emergency or unplanned outage, Provider shall have unimpeded access to the Project, subject to any site-specific security requirements of Host.

(h) Provider Project Shut Down. Provider may shut down the Project at any time in order to perform required emergency repairs to the Project Provider shall give Host notice of such shutdown soon as reasonably practicable. At other times, Provider shall give Host advance notice of the shutdown as may be reasonable in the circumstances. Provider shall not have any obligation to reimburse Host for costs of purchasing electricity that would have been produced by the Project but for such shutdown unless the performance guarantee in Section 5(b) is not met. Provider and Host will agree upon a reasonable shut down duration. Provider shall use reasonable efforts not to schedule shutdowns during peak periods of electric generation and periods when peak energy and demand prices are charged by the Electric Service Provider, except as may be required in accordance with prudent electric industry safety practices in the event of equipment malfunction.

(i) Metering. Provider shall install and maintain a revenue grade kilowatt-hour (kWh) meter for the measurement of electrical energy provided by the Project and may, at its election, install a revenue grade kilowatt-hour (kWh) meter for the measurement of electrical energy delivered by the Local Electric Utility and consumed by Host at the Premises.

Subject to any applicable requirements of the Local Electric Utility:

(i) Installation. Provider shall maintain and test the meter in accordance with but not limited to Applicable Law and as provided herein. Provider shall ensure that the meter is installed and calibrated correctly to manufacturer and utility specifications during commissioning of the Project.

(ii) Measurements. Readings of the meter shall be conclusive as to the amount of electric energy delivered to Host; provided that if the meter is out of service, is discovered to be inaccurate pursuant to Section 4(iii) below, or registers inaccurately, measurement of energy shall be determined by estimating by reference to quantities measured during periods of similar conditions when meter was registering accurately.

(iii) Testing and Correction.

A. Standard of Meter Accuracy; Resolution of Disputes as to Accuracy. The following steps shall be taken to resolve any disputes regarding the accuracy of the meter:

(1) If either Party disputes the accuracy or condition of the meter, such Party shall so advise the other Party in writing.

(2) Provider shall, within thirty (30) days after receiving such notice from Host, or Host shall, within such time after having received such notice from



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Provider, advise the other Party in writing as to its position concerning the accuracy of such meter and state reasons for taking such position.

(3) If the Parties are unable to resolve the dispute through reasonable negotiations, then either Party may cause the meter to be tested by an agreed upon and disinterested third party.

(4) If the meter is found to be inaccurate by not more than two percent (2%), any previous recordings of the meter shall be deemed accurate, and the Party disputing the accuracy or condition of the meter shall bear the cost of inspection and testing of the meter.

(5) If the meter is found to be inaccurate by more than 2% or if such meter is for any reason out of service or fails to register, then (1) Provider shall promptly cause any meter found to be inaccurate to be replaced or adjusted to correct, to the extent practicable, such inaccuracy, (2) the Parties shall estimate the correct amounts of energy delivered during the periods affected by such inaccuracy, service outage or failure to register as provided in Section 4 (i) (ii) or (iii), and (3) Provider shall bear the cost of inspection and testing of the meter and reimburse or credit Host if Host was the disputing Party. If as a result of such adjustment the quantity of energy for any period is decreased (such quantity, the "Electricity Deficiency Quantity"), Provider shall reimburse or credit Host for the amount paid by Host in consideration for the Electricity Deficiency Quantity, and shall bear the cost of inspection and testing of the meter. If as a result of such adjustment the quantity of energy for any period is increased (such quantity, the "Electricity Surplus Quantity"), Host shall pay for the Electricity Surplus Quantity at the price applicable during the applicable period.

B. Host's Right to Witness Tests. Host shall have the right to witness each test or any calibration of meters or monitoring equipment conducted by or under the supervision of Provider to verify the accuracy of the measurements and recordings of the meter or the monitoring equipment. Provider shall provide at least five (5) Business Days prior written notice to Host of the date upon which any such test or calibration is to occur. Provider shall prepare a written report setting forth the results of each such test, and shall provide Host with copies of such written report and the underlying supporting documentation not later than thirty (30) days after completion of such test. Host shall have the right to access all meters at reasonable times and with reasonable prior notice for the purpose of verifying readings and calibrations, but Host shall not have the right to open or undertake any other physical actions on the meters and access rights shall be subject to any requirements or limitations of the Local Electric Utility. If the metering equipment is found to be inaccurate, it shall be corrected and past readings shall be promptly adjusted in accordance with Section 4(i)(A)(5).

(iv) No Duty on Host. Notwithstanding the foregoing, the Parties acknowledge and agree that Host is under no responsibility or duty to ascertain, to inspect or to otherwise



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determine whether the meter or any other part of the Project is out of service, is discovered to be inaccurate or registers inaccurate readings; is malfunctioning or is otherwise defective, it being agreed that at all times such responsibility or duty shall remain with the Provider.

## 5. SALE OF ELECTRIC ENERGY.

(a) Sale of Electricity. Throughout the Operations Period, subject to the terms and conditions of this Agreement and the Lease, Provider shall sell to Host and Host shall buy from Provider all electric energy produced by the Project, whether or not Host is able to use all such electric energy. The Point of Delivery of the electric energy shall be as indicated in Exhibit E. Title to and risk of loss with respect to the energy shall transfer from Provider to Host at the Point of Delivery. Provider shall own the Capacity Value of the Project. The Provider shall sell the capacity of the Project into the Forward Capacity Market by the later of twelve (12) months from the Commercial Operation Date or the first date available to participate in the Forward Capacity Auction; if not, the Provider relinquishes ownership of the Capacity Value of the Project to the Host. The interconnection point of the Project with the Local Electric Utility shall be as indicated in Exhibit E.

(b) Performance Guarantee. Beginning on the Commercial Operation Date and as of each anniversary thereof, if the Project produces less than eighty-five percent (85%) of the applicable Estimated Annual Production specified in Exhibit F, unless, and then only to the extent that, the failure to meet the Estimated Annual Production is due to (i) failure, damage or downtime attributable to third parties or Host, (ii) equipment failure or delayed repair of equipment due to the claims process with the equipment manufacturer which are beyond the reasonable control of Provider, (iii) a Force Majeure Event, (iv) variability due to weather, (v) acts or omissions of Host of any of its obligations hereunder, (vi) any Host Requested Shutdown, Provider Safety Shutdown or Project Relocation under Section 10(a), (b), or (c); or (vi) any reduction in output attributable to interference with solar access of the Project by adjoining landowners; in its next invoice Provider shall credit Host an amount equal to the product of (i) the positive difference, if any, of the Avoided Energy Price during such period minus the applicable kWh Rate specified in Exhibit A, multiplied by (ii) the difference between the actual Project Output during such 12-month period and eighty-five percent (85%) of the Estimated Annual Production for such period. Such credit shall be Host's sole and exclusive remedy for Provider's failure to meet the Estimated Annual Production for such period.

## 6. PAYMENT AND BILLING.

(a) Rates. Host shall pay Provider for electricity produced by the Project at the rates set forth in Exhibit A attached hereto. The rate during any Extension Term shall be mutually agreed upon by Host and Provider.

(b) Billing. Host shall pay for the electricity produced by the Project monthly in arrears. Promptly after the end of each calendar month, Provider shall provide Host with an invoice setting forth the quantity of electricity produced by the Project in such month, the



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applicable rates for such electricity, and the total amount due, which shall be the product of the quantities and the applicable rates.

(c) Invoice Delivery. Invoices shall be in writing and shall be either (i) delivered by hand; (ii) mailed by first-class, registered or certified mail, return receipt requested, postage prepaid; (iii) delivered by a recognized overnight or personal delivery service; or (iv) transmitted by email (such transmission to be effective on the day of receipt if transmitted prior to 5:00 pm local time on a Business Day or in any other case as of the next Business Day following the day of transmittal)addressed as follows:

To Host: City of Melrose
562 Main St
Melrose, MA 02176
Attention: Jim Troup
Email: jtroup@cityofmelrose.org

(d) Payment. Subject to the subparagraph (e) below regarding disputed invoices, Host shall pay each invoice within thirty (30) days of receipt of the invoice. Payments shall be made by check or electronic funds transfer to an account designated by Provider in the invoice or in a written notice delivered to Host. Any amounts not paid when due, including any amounts properly disputed and later determined to be owing, shall accrue interest on the unpaid amount at the rate equal to the lesser of (i) 1% per month, compounded monthly or (ii) the highest rate allowed by applicable law.

(e) Disputed Invoices. If Host objects to all or a portion of an invoice, Host shall, on or before the date payment of the invoice is due, (i) pay the undisputed portion of the invoice, and (ii) provide an itemized statement of its objections setting forth in reasonable detail the basis for its objections. If Host does not object prior to the date payment of any invoice is due, Host shall be obligated to pay the full amount of such invoices but Host may subsequently object to such invoice and, if such objection proves to be correct, receive a refund of the disputed amount; provided, however, that Host may not object to any invoice more than eighteen (18) months after the date on which such invoice is rendered. The right to dispute or object to an invoice, shall, subject to the time limitation provided in this Section 6(e), survive the expiration or termination of this Agreement.

## 7. SUPPLEMENTAL POWER

(a) Back-up and Supplemental Electricity. Except as otherwise provided herein, throughout the Term, Host shall be responsible for obtaining all of its requirements for electric energy in excess of the amounts produced by the Project and pay for such service pursuant to contracts with or applicable tariffs of the Local Electric Utility or other Electric Service Provider. Provider shall have no obligation to obtain or pay for such supplemental or back-up electricity.

(b) Interconnection and Interconnection Fees. Provider shall be responsible for arranging the interconnection of the Project with Host's Local Electric Utility in a manner which



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includes bi-directional or "net metering". Host shall be responsible for maintaining the interconnection of the Site with the Local Electric Utility through to the Host's side of the Point of Delivery. Provider shall be responsible for maintaining the interconnection of the Project to the Provider's side of the Point of Delivery with the Local Electric Utility. Host shall enter into any retail agreement required by the Local Electric Utility pursuant to its tariffs. Provider shall be responsible for all costs, fees, charges and obligations required to connect the Project to the Local Electric Utility distribution system, including but not limited to fees associated with system upgrades and operation and maintenance carrying charges ("Interconnection Obligations"), however, if system upgrades in addition to any upgrades contemplated and budgeted for as of Effective Date are required, Provider shall be entitled to adjust the Energy Purchase Prices in Exhibit A to compensate Provider for such increased costs, and if the Parties are unable to agree on such adjustments, Provider may exercise its right to terminate under Section 4(b).

(c) Production Excess. Provider shall, with the cooperation of Host, work to qualify the Project for the highest available compensation for any solar production which is not used at the time of generation and is transmitted to the Local Electric Utility (the "**Production Excess**"). The Parties will work cooperatively and in good faith to meet all requirements regarding such Production Excess under Applicable Law, the Applicable Solar Program, and Local Electric Utility tariffs, including applicable interconnection and metering requirements (e.g., Massachusetts tariff Schedule Z). In the event that the Project produces Production Excess, then the Parties agree that (a) Host shall be entitled to the associated compensation and/or bill credits (including but not limited to Net Metering Credits, Alternative On-Bill Credits, or Qualifying Facility compensation), and (b) Provider shall transmit such Production Excess into the Local Electric Utility system on behalf of and for the account of Host.

(d) Applicable Solar Program Incentives. Provider shall receive all payments available under any Applicable Solar Program. Host shall provide reasonable assistance to Provider in preparing all applications and other documents necessary for Provider to receive such payments, including designating Provider as the customer for purposes of the Applicable Solar Program or assigning payments from the Applicable Solar Program to Provider. If Host receives any payments under the Applicable Solar Program or other programs in respect of the Project, it shall promptly pay them over to Provider. Host's obligation to make any payments to Provider under this Section 7(d) is limited to any payments actually received by Host.

(e) Ownership of Tax Attributes. Provider (and/or Financing Party) shall be the owner of any Tax Attributes that may arise as a result of the ownership and operation of the Project and shall be entitled to transfer such Tax Attributes to any person. Host shall provide reasonable assistance to Provider in preparing all documents necessary for Provider to receive such Tax Attributes, and if Host is deemed to be the owner of any such Tax Attributes, Host shall assign the same (or the proceeds thereof) to Provider. If Host receives any payments in respect of such Tax Attributes, it shall promptly pay them over to Provider.

(f) Environmental Attributes. Except as otherwise provided for under Applicable Law, or Applicable Solar Program rules, or the applicable tariff of the Local Electric Utility, Provider (and/or



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Financing Party) shall be the owner of any Environmental Attributes that may arise as a result of the operation of the Project and shall be entitled to transfer such Environmental Attributes to any person. Host shall provide reasonable assistance to Provider in preparing all documents necessary for Provider to receive such Environmental Attributes, and if Host is deemed to be the owner of any such Environmental Attributes, Host shall assign the same (or the proceeds thereof) to Provider. If Host receives any payments in respect of such Environmental Attributes, it shall promptly pay them over to Provider.

(g) Capacity & Ancillary Services. Provider shall be entitled to receive any payments for electric capacity or ancillary services that may become available as a result of the construction or operation of the Project. Host shall provide reasonable assistance to Provider in preparing all documents necessary for Provider to receive such payments, and if Host is deemed to be the owner or provider of such capacity or services, Host shall assign the same to Provider If Host receives any payments in respect of capacity or such services it shall promptly pay them over to Provider.

(h) Neither Party is A Utility. Neither Party is, and neither Party shall assert that the other Party is, (i) an electric utility or public service company or similar entity that has a duty to provide service, (ii) subject to electric rate regulation, or (iii) otherwise subject to regulation by any governmental authority as a result of its obligations or performance under this Agreement.

(i) Project Alterations. Host agrees to negotiate in good faith with respect to any alterations to the Project proposed by the Provider that may increase payments available under the Applicable Solar Program, Tax Attributes, Environmental Attributes, or increased capacity or ancillary services. Proposed alterations may include, but are not limited to, the addition of an energy storage system to the Project. Upon mutual agreement, this Agreement and the Lease shall be amended to include any agreed upon Project alteration.

## 8. OWNERSHIP OF PROJECT; SERVICE CONTRACT.

(a) Ownership of Project. As between the Parties, Provider shall retain title to (i) the Project and the Environmental Attributes produced or associated with the Project or the energy produced by the Project, and (ii) all compensation associated with such Environmental Attributes under the Applicable Solar Program or under any other successor program.

(b) Service Contract. Since this Agreement provides for the sale of electric energy from the Project which is an alternative energy facility under Section 7701(e)(3)(D) of the Internal Revenue Code of 1986 as amended, this Agreement is a service contract within the meaning of Section 7701(e)(3) of the Internal Revenue Code of 1986, as amended.

## 9. PURCHASE OPTIONS; REMOVAL AT END OF TERM.

(a) Early Purchase Option. On the seventh ($7^{th}$), tenth ($10^{th}$), and fifteenth ($15^{th}$) anniversary of the Commercial Operation Date, provided no Host Event of Default has occurred and is continuing, the Host shall have the option to purchase the Project from Provider at a price



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which will be the greater of (i) the applicable value identified in Exhibit B or (ii) the Fair Market Value of the Project as determined by mutual agreement of Host and Provider as of such anniversary date; provided, however, if Host and Provider cannot agree to a Fair Market Value within twenty (20) days after Host has exercised its option, the Parties shall select and share equally the costs of a nationally recognized independent appraiser with experience and expertise in the solar photovoltaic industry acting reasonably and in good faith to determine the Fair Market Value of the Project, provided that Host may, in its discretion, rescind its exercise of the option to purchase by written notice to Provider received no later than the fifth (5th) Business Day following receipt of such appraisal. If Host desires to exercise this option, it shall no later than ninety (90) days prior to the applicable anniversary date notify Provider of its election to exercise the option, and, unless it has rescinded the exercise of the option as aforesaid, on or before such anniversary date shall pay the purchase price to Provider by electronic transfer in immediately available funds to an account designated by Provider.

(b) End of Term Purchase Option. Host shall have the right to purchase the Project from Provider at the expiration of the Operations Period at the then Fair Market Value of the Project. No earlier than twelve months prior to the expiration of such Operations Period and no later than nine (9) months prior to the expiration of the Operations Period, Host shall notify Provider of its intent to exercise the option. Within ninety-one (91) days of its receipt of such notice, Provider shall give Host its appraisal of the Fair Market Value of the Project at the end of the Term. Host may, but is not obligated to, accept such appraisal. If Host does not accept such appraisal within ten (10) Business Days of receiving the appraisal from Provider, the Parties shall meet to discuss the appraisal. If they are unable to reach agreement within twenty (20) days of the Host's receipt of the appraisal from Provider, the Parties will engage and share the costs equally of a nationally recognized independent appraiser with experience and expertise in the solar photovoltaic industry acting reasonably and in good faith to determine the Fair Market Value of the Project consistent with the terms of the transaction. Notwithstanding the foregoing, in the event that Provider enters into a sale/leaseback transaction in connection with funding the installation of the Project, the process of determining the Fair Market Value of the Project in this Agreement shall be undertaken by a nationally recognized independent appraiser with experience and expertise in the solar photovoltaic industry acting reasonably and in good faith to determine the Fair Market Value of the Project and shall be undertaken consistently with the terms of such transaction so that the process for determining Fair Market Value under this Agreement shall be the same as provided in the agreements for such sale/leaseback transaction. Host may, in its discretion, rescind its exercise of the option to purchase by written notice to Provider received no later than the fifth (5th) Business Day following receipt of such appraisal.

(c) Transfer of Ownership. Upon Host's notice that it elects to exercise the option set forth in either Section 9(a) or 9(b) above, Provider shall prepare and deliver to Host a set of records on the operation and maintenance history of the Project, including a summary of known defects. Upon payment of the purchase price, Provider shall deliver, or cause to be delivered, to Host a bill of sale conveying the Project to Host free and clear of Liens on Provider's interest in the Project. Such bill of sale shall not contain any warranties, other than a warranty against any defects in title arising through Provider. Provider shall use all reasonable efforts to transfer any remaining manufacturer's warranties on the Project, or portions thereof, to Host. Upon the transfer of ownership of the Project to Host, this Agreement shall terminate.



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(d) Operation & Maintenance After Sale. Prior to the effective date of Host's purchase of the Project under Section 9(a) or 9(b), Host and Provider shall discuss entering into an operation and maintenance agreement under which Provider shall perform all or a portion of the operation and maintenance requirements of the Project following Host's purchase of the Project. However, neither Party shall be under an obligation to enter into such an agreement.

(e) No Survival of Purchase Option. The options for Host to purchase the Project under Sections 9(a) and 9(b) shall not survive the termination of this Agreement.

(f) Removal of Project at Expiration. Provider shall decommission the Project in accordance with Section 9 of the Lease or Easement.

**10. SHUTDOWNS, RELOCATION; CLOSURE OR SALE OF SITE.**

(a) Host Requested Shutdown. Host from time to time may request Provider to temporarily stop operation of the Project for a period no longer than thirty (30) days or a predetermined date mutually agreed upon by both the Host and Provider, such request to be reasonably related to Host's activities in maintaining and improving the Site. During any such shutdown period (but not including periods of Force Majeure or Allowed Disruption Time as defined below, nor where the maintenance activities were made necessary by a Provider Event of Default), Host will pay Provider an amount equal to the sum of (i) payments that Host would have made to Provider hereunder for electric energy that would have been produced by the Project during the period of the shutdown; (ii) revenues that Provider would have received with respect to the Project under the Applicable Solar Program and any other assistance program with respect to electric energy that would have been produced during the period of the shutdown; and (iii) revenues from Environmental Attributes and Tax Attributes that Provider would have received with respect to electric energy that would have been produced by the Project during the period of the shutdown. Determination of the amount of energy that would have been produced during the period of the shutdown shall be based, during the first Operations Year, on reasonably estimated levels of production and, after the first Operations Year, based on actual operation of the Project during the same period in the previous Operations Year, or based on reasonable data offered by Provider if the Project was offline for any reason during such previous Operations Year.

Notwithstanding the foregoing, the Parties agree that after year six (6) (but not during years one (1) through six (6)) of the Operations Period of the Agreement, Host shall be afforded a total of fifteen (15) days which may be used consecutively or in periods of at least twenty-four hours each ("Allowed Disruption Time") during which the Host may request that the Project be shut down if, and only if, Host is performing maintenance or repairs to the Premises which require the Project to be offline. Host shall not be obligated to make payments to Provider for electricity not received during the Allowed Disruption Time; nor shall Host be required to reimburse Provider for any other lost revenue during the Allowed Disruption Time, including any lost revenue associated with any reduced sales of Environmental Attributes and Tax Attributes.



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(b) Provider Safety Shutdown. In addition to the right of Provider to shut down the Project for maintenance as provided in Section 4(j), Provider may shutdown the Project if Provider, in the exercise of reasonable judgment, believes Site conditions or activities of persons on a Site, which are not under the control of Provider, whether or not under the control of Host, may interfere with the safe operation of the Project. Provider shall give Host written notice of a shutdown immediately upon becoming aware of the potential for such conditions or activities. Provider and Host shall cooperate and coordinate their respective efforts to restore Site conditions so as to not interfere with the safe operation of the Project and to reduce, to the greatest extent practicable, the duration of the shutdown; provided that Provider shall not be responsible for any costs or expenses in connection with restoration of conditions at the Site required due to conditions or activities of persons on the Site not under the control of Provider. If a shutdown pursuant to this Section 10(b) continues for 180 days or longer, Provider may terminate this Agreement and Host shall pay the Early Termination Amount.

(c) Project Relocation. Host may request to move the Project to another location on the Site or to another site owned by Host, but any such relocation shall be subject to the approval of Provider and Financing Party in each of their sole discretion. In connection with such relocation, Host shall execute an amendment to this Agreement reflecting the new location of the Project but otherwise continuing all the terms and conditions of this Agreement for the remaining term of this Agreement. Host shall also provide any consents or releases required by Provider in connection with the new location. Host shall pay all reasonable costs associated with the removal and relocation of the Project, including installation and testing costs and interconnection costs. In addition, during the Relocation Event, Host will pay Provider an amount equal to the sum of (i) payments that Host would have made to Provider hereunder for electric energy that would have been produced by the Project following the Relocation Event; (ii) revenues that Provider would have received with respect to the Project under the Applicable Solar Program and any other assistance program with respect to electric energy that would have been produced following the Relocation Event; and (iii) revenues from Environmental Attributes and Tax Attributes that Provider would have received with respect to electric energy that would have been produced by the Project following the Relocation Event. Determination of the amount of energy that would have been produced following the Relocation Event shall be based, during the first Operations Year, on the estimated levels of production and, after the first Operations Year, based on actual operation of the Project in the same period in the previous Operations Year, or based on reasonable data offered by Provider if the Project was offline for any reason during such previous Operations Year.

(d) Premises Shutdown; Interconnection Deactivated. In the event the facilities where the Premises are located are closed or the interconnection becomes deactivated, Host shall not be excused for the period of closure or deactivation from paying Provider for all electricity produced by the Project on the Premises and delivered to the Point of Delivery unless such closure or deactivation is caused by (i) a Force Majeure Event or (ii) any unexcused action or inaction of Provider or persons for whom Provider is responsible.

(e) Sale of Site. In the event Host transfers (by sale, lease or otherwise) all or a portion of its interest in the Site, except as otherwise provided in this subsection (e), Host shall remain primarily liable to Provider for the performance of the obligations of Host hereunder



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notwithstanding such transfer. However, if no Host Event of Default has occurred and is continuing at the time of the transfer, and the transferee is acceptable to Provider and Financing Party in their sole discretion and executes agreements assuming this Agreement in form and substance satisfactory to Provider and Financing Party in their sole discretion, Host shall be released from further obligations under this Agreement. For avoidance of doubt, if Host is a municipality or governmental entity, the sale, lease or transfer of all or a portion of Host's interest in the Site to a transferee that is a municipality or governmental entity with a credit rating assigned by Moody's Investor Service at least equal to or better than Host's shall be deemed an acceptable transferee, provided the other requirements set forth in this Section 10(e) are satisfied.

**11. TAXES.**

(a) Income Taxes. Provider shall be responsible for any and all income taxes associated with payments from Host to Provider for electric energy from the Project. Provider (and/or Financing Party), as owner of the Project, shall be entitled to all Tax Attributes with respect to the Project.

(b) Sales Taxes. Host shall provide Provider with any certificates or other documents required or appropriate to evidence Host's exemption from any applicable taxes, fees, and charges, including sales, use, and gross receipts taxes, imposed or authorized by any Governmental Authority on the sale of electric energy by Provider to Host. Host shall timely report, make filings for, and pay any and all such taxes assessed directly against it by any Governmental Authority. To the extent Provider pays such amounts, Provider shall notify Host in writing with a detailed statement of such amounts, which shall be invoiced by Provider and Host shall reimburse Provider for any and all such taxes assessed against and paid by Provider.

(c) Property Taxes. If project will produce not more than 125% of the annual load of the Property Provider will apply to the City of Melrose for exemption of the Project from personal property tax pursuant to M.G.L. c.59, § 5, cl. 45, and will employ commercially reasonable efforts to secure such exemption. If the project will produce more than 125% of the annual load of the Property or if the exemption is not granted, Provider will seek to enter into a Payment In Lieu of Taxes (PILOT) Agreement with the City of Melrose to establish fixed payments in lieu of personal property tax. Upon execution of a PILOT Agreement, if the PILOT amounts differ from the Assumptions Around Pricing Elements as set forth in Exhibit A, Provider will prepare and the Parties shall execute an amendment to this Agreement , in accordance with the provisions of Exhibit A, to reflect the new rate effective as of the date the PILOT payments begin.

If Provider is assessed any real property taxes related to the existence of the Project on the Premises or if Provider is unable to obtain exemption of the Project from personal property tax and is not able to enter into a PILOT Agreement with the City of Melrose, then Host acknowledges and agrees that Provider shall have the right once per year to invoice Host for the exact amount of the such property taxes. Such invoice shall include documentation demonstrating the tax liability from the taxing authority for the current tax year and proof of payment from Provider to the taxing authority. Such invoice shall be submitted to the Host separately from any monthly invoice for solar energy generation.



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If Provider seeks to obtain exemption of the Project from personal property tax, and/or seeks to enter into a PILOT Agreement with the City of Melrose, and is ultimately unsuccessful, within thirty (30) days of such determination being made Provider will inform Host of such determination and, (1) if Host or the owner of the Site is a municipality, Host will provide Provider, or (2) if Host or the owner of the Site is not a municipality, Provider will provide Host with a good faith estimate of the annual amount of the expected personal property taxes.

Each Party has the right to contest taxes in accordance with Applicable Law and the terms of encumbrances against the Site. Each Party shall use all reasonable efforts to cooperate with the other party in any such contest of tax assessments or payments. In no event shall either Party postpone during the pendency of an appeal of a tax assessment the payment of taxes otherwise due except to the extent such postponement in payment has been abated, bonded or otherwise secured in accordance with Applicable Law.

(d) Reimbursement Deadline. Any reimbursement of taxes owing pursuant to this Section 11 shall be paid within twenty (20) Business Days of receiving an invoice from the Party who paid the taxes.

**12. INSURANCE.**

(a) Coverage. Host and Provider shall each maintain the insurance coverage set forth in Exhibit G in full force and effect throughout the Term. Host and Provider shall also provide any additional insurance which may be required from time to time by the Local Electric Utility or any legal or regulatory authority affecting the Premises or operation of the Project. If Host has established and maintains a program of self-insurance, Host shall maintain self-insurance for the coverages and in the amounts set forth on Exhibit G.

(b) Insurance Certificates. Each Party shall furnish current certificates indicating that the insurance required under this Section 12 is being maintained. Each Party's insurance policy provided hereunder shall contain a provision whereby the insurer agrees to give the other Party written notice before the insurance is cancelled or materially altered.

(c) Certain Insurance Provisions. Each Party's insurance policy shall be written on an occurrence basis and shall include the other Party as an additional insured as its interest may appear. Each Party's insurer shall waive all rights of subrogation against the other Party except in the case of such Party's negligence or willful misconduct.

(d) Insurance Providers. All insurance maintained hereunder shall be maintained with companies approved to do business in Massachusetts, and rated no less than A- as to Policy Holder's Rating in the current edition of Best's Insurance Guide (or with an association of companies each of the members of which are so rated), provided such requirement shall not apply if a Party maintains an active self-insurance program and provides required insurance pursuant to such self-insurance program.

(e) Flood Insurance. If required under Applicable Law, Host shall maintain FEMA-approved flood insurance for the Premises.

## 13. COOPERATION.

The Parties acknowledge that the performance of each Party's obligations under this Agreement will frequently require the assistance and cooperation of the other Party. Each Party therefore agrees, in addition to those provisions in this Agreement specifically providing for assistance from one Party to the other, that it will at all times during the Term cooperate with the other Party and provide all reasonable assistance to the other Party to help the other Party perform its obligations hereunder.

## 14. PRESS RELEASES AND CONFIDENTIALITY.

(a) Goodwill and Publicity. Neither Party shall use the name, trade name, service mark, or trademark of the other Party in any promotional or advertising material without the prior written consent of such other Party. The Parties shall coordinate and cooperate with each other when making public announcements related to the execution and existence of the Agreement, and each Party shall have the right to promptly review, comment upon, and approve any publicity materials, press releases, or other public statements by the other Party that refer to, or that describe any aspect of, the Agreement; provided that no such publicity releases or other public statements (except for filings or other statements or releases as may be required by Applicable Law) shall be made by either Party without the prior written consent of the other Party. At no time will either Party acquire any rights whatsoever to any trademark, trade name, service mark, logo or other intellectual property right belonging to the other Party. Notwithstanding the foregoing, Host agrees that Provider may, at its sole discretion, take photographs of the installation process of the Project and/or the completed Project, and Provider shall be permitted to use such images (regardless of media) in its marketing efforts, including but not limited to use in brochures, advertisements, websites and news outlet or press release articles. The images shall not include any identifying information without Host permission and the installation site shall not be disclosed beyond the type of establishment (such as "Retail Store," "Distribution Center," or such other general terms), the city and state. Only Provider has the exclusive right to claim that (i) electric energy provided to Host was generated by the Project, (ii) Provider is responsible for the reductions in emissions of pollution and greenhouse gases resulting from the generation of such electric energy and (iii) Provider is entitled to all credits, certificates, registrations, etc., evidencing or representing any of the foregoing except as otherwise expressly provided in this Agreement. However, the terms of this Agreement and information about the Project other than that described above constitutes Confidential Information, as defined below, and is subject to the remaining provisions of this Section 14.

(b) Limits on Disclosure of Confidential Information. Subject to the exceptions set forth below in Section 14(c), each Party agrees that, (i) without the consent of the other Party, it shall not disclose any Confidential Information received from the other Party to any other person and (ii) it shall use any Confidential Information received from the other Party only for the purpose of fulfilling its obligations under this Agreement. Notwithstanding the foregoing, subject to the



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requirements of Section 14(c) below, the Parties may, and shall, disclose any information required to be disclosed under rules, regulations and contracts implementing the Applicable Solar Program or Tax Attributes required to be disclosed by any Governmental Authority under Applicable Law or pursuant to a validly issued subpoena or required filing.

(c) Permissible Disclosures. Provider may provide this Agreement, and any correspondence, notices and other information related to this Agreement to any person who has provided or who is interested in providing construction or permanent financing, or any refinancing thereof, to Provider in connection with the Project. In addition, if a receiving Party is required by Applicable Law, validly issued subpoena or required filing to disclose any Confidential Information provided by the disclosing Party, the receiving Party may make disclosure as required by law, but the receiving Party shall prior to making any disclosure, if lawfully permitted to do so, notify the disclosing Party of the requested disclosure and shall use its reasonable efforts to cooperate with the disclosing Party, but at the expense of the disclosing Party, in any efforts by the disclosing Party to minimize the extent of the Confidential Information disclosed and the persons to whom disclosed. If Host is a public entity subject to the requirements of M.G.L. c. 66, § 10 ("MA Public Records Law") the provisions of the MA Public Records Law will govern Host's obligations under Section 14(b) and this Section 14(c), including Provider's right to raise applicability of the exemptions included in the MA Public Records Law. Notwithstanding any term herein to the contrary, the failure to notify the disclosing Party pursuant to this Section 14(c) shall not be deemed an Event of Default.

(d) Enforcement of Confidentiality Provisions. Each Party acknowledges that it may be impossible to measure the damages which may result from a breach of this Section 14 and agrees that the provisions of this Section 14 may be required to be specifically performed and each Party shall have the right to obtain preliminary and permanent injunctive relief to secure specific performance of the terms of this Section 14. The provisions of this Section 14 shall survive until three years after the effective date of any termination of this Agreement.

## 15. INDEMNIFICATION.

(a) Provider Indemnification. Provider shall indemnify, defend and hold harmless Host and its directors, officers, employees, agents, volunteers, and invitees ("Host's Indemnified Parties"), from and against all Losses incurred by the Host Indemnified Parties to the extent arising from or out of the following: (i) any third party claim for injury to or death of any Person or loss or damage to property to the extent caused by Provider's or Provider's Indemnified Parties (defined below) negligence or willful misconduct; (ii) ) third party claims for penalties or fines arising from a Provider's or Provider's Indemnified Parties violation of Applicable Law; (iii) any failure to properly interconnect or comply with the procedures of the Local Electric Utility or Applicable Law; or (iv) any failure to properly handle or dispose of any Hazardous Materials brought onto the Site by Provider or by any of Provider's employees, agents, volunteers, and invitees and released as a result of the negligence of Provider or Installer or any of Provider's or Installer's employees, agents, volunteers, and invitees. Such duty to indemnify with respect to any injuries to persons or damage to property arising from the generation of electricity from the Project shall not extend to incidents occurring on Host's side of the Point of Delivery except to the extent



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caused by incidents on Provider's side of the Point of Delivery. Such duty to indemnify shall not apply to any action or claim, whether in tort (including negligence and strict liability), contract or otherwise for any loss, injury, or costs resulting from interruptions in service. Provider shall not be obligated to indemnify Host or any Host Indemnified Party for any Loss to the extent such Loss is due to the negligence or willful misconduct of Host or any Host Indemnified Party.

(b) Host Indemnification. To the extent permitted by law, Host shall indemnify, defend and hold Provider, its contractors, subcontractors, shareholders, directors, officers, employees, agents, and invitees, and Financing Party ("**Provider's Indemnified Parties**"), harmless from and against all Losses incurred by the Provider's Indemnified Parties to the extent arising from or out of (i) any third-party claim for injury to or death of any Person or loss or damage to property to the extent caused by the negligence or willful misconduct of any of Host's Indemnified Parties; (ii) Host's violation of Applicable Law; or (iii) the presence, removal or remediation of any Hazardous Materials on the Site (other than any Hazardous Materials brought on to the Site by Provider's Indemnified Parties and improperly stored, disposed of or negligently released by Provider or Installer). Host shall not be obligated to indemnify Provider or any Provider Indemnified Party for any Loss to the extent such Loss is due to the negligence or willful misconduct of Provider or any Provider Indemnified Party.

(c) Notice of Claims. Whenever any claim arises for indemnification under this Agreement, the Indemnified Person shall notify the Indemnifying Party in writing as soon as possible (but in any event prior to the time by which the interest of the Indemnifying Party will be materially prejudiced as a result of its failure to have received such notice) after the Indemnified Person has knowledge of the facts constituting the basis for such claim (the "Notice of Claim"). Such Notice of Claim shall specify all facts known to the Indemnified Person giving rise to the indemnification right and the amount or an assessment of the amount of the liability arising therefrom.

(d) Defense of Claims. The Indemnifying Party has the right, but not the obligation to assume the defense for the matter for which indemnification is sought hereunder. If the Indemnifying Party does not assume the defense, it shall timely pay all costs of legal counsel and case expenses incurred by Indemnified Person in connection with the defense, when and as incurred. If the Indemnifying Party assumes the defense, the Indemnified Person has the right to hire its own, separate counsel to defend it, but the Indemnified Person shall be responsible for the reasonable costs of such separate counsel. The Indemnifying Party shall not consent to the entry of any judgment or enter into any settlement with respect to the matter for which indemnification is sought without the prior written consent of the Indemnified Person (which consent shall not be unreasonably withheld) unless the judgment or settlement involves the payment of money damages only and does not require the acknowledgement of the validity of any claim or admission of any liability by or on behalf of any Indemnified Person.

(e) Payments. At the time that the Indemnifying Party makes any indemnity payments under this Agreement, the indemnification payment shall be adjusted such that the payment will result in the Indemnified Person receiving an indemnity payment equal to the Loss after taking into account (i) all federal, state, and local income taxes that are actually payable to the Indemnified Person with respect to the receipt of such payment and (ii) all national, state, and local tax



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deductions allowable to the Indemnified Person for any items of loss and deduction for which the Indemnified Party is being indemnified.

(f) Survival of Indemnification. The obligations of indemnification hereunder shall survive termination of this Agreement.

**16. REPRESENTATIONS AND WARRANTIES.**

(a) Mutual Representations. Each Party hereby represents and warrants to the other, as of date hereof, that:

(i) Organization. It is duly organized, validly existing and in good standing under the laws of its state of incorporation and of the state in which the Premises are located, respectively, and has the power and authority to enter into this Agreement and to perform its obligations hereunder.

(ii) No Conflict. The execution and delivery of this Agreement and the performance of and compliance with the provisions of this Agreement will not conflict with or constitute a breach of or a default under (1) its organizational documents; (2) any agreement or other obligation by which it is bound; (3) any law or regulation.

(iii) Enforceability. (1) All actions required to be taken by or on the part of such Party necessary to make this Agreement effective have been duly and validly taken; (2) this Agreement has been duly and validly authorized, executed and delivered on behalf of such Party; and (3) this Agreement constitutes a legal, valid and binding obligation of such Party, enforceable in accordance with its terms, subject to laws of bankruptcy, insolvency, reorganization, moratorium or other similar laws.

(iv) No Material Litigation. There are no court orders, actions, suits or proceedings at law or in equity by or before any governmental authority, arbitral tribunal or other body, or threatened against or affecting it or brought or asserted by it in any court or before any arbitrator of any kind or before or by any governmental authority that could reasonably be expected to have a material adverse effect on it or its ability to perform its obligations under this Agreement, or the validity or enforceability of this Agreement.

(b) Host Representations. In addition to the representations and warranties in Section 16(a), Host hereby represents and warrants to Provider, as of date hereof, that:

(i) Condition of Premises. Host has provided to Provider Host's complete and correct records of the physical condition of the Premises. If, during the Development Period, Provider deems such records inadequate for its intended purposes hereunder, it shall so notify Host in writing before commencing installation of the Project, in which event the Host shall reasonably cooperate in Provider's efforts to procure such information as Provider may reasonably require regarding the condition of the Premises. If it is discovered that the actual site conditions on part of, or on the entire Premises upon which all or part of the Project are to be installed, are materially different from the information



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presented by Host and from conditions reasonably visible to Provider during site visits prior to entering this Agreement, then if practicable the rates payable by Host hereunder shall be adjusted to compensate Provider for the cost of design and construction changes and delays actually incurred by Provider in order to adapt the Project to the unknown conditions. If such adjustment is not practicable, Provider shall have other rights under this Agreement.

(ii) Title to Premises. Host is the fee owner of and has good and valid title to [has a valid and enforceable leasehold interest in] the Premises and to Host's knowledge there are no mortgagees, lienholders or other third party claimants to the Premises. There are no encumbrances on the Premises that would interfere with or prevent the development, construction, operation or maintenance of the Project or any portion thereof.

(iii) Host Organization. Host is a municipality organized and existing under the laws of the Commonwealth of Massachusetts.

(c) Provider Representations. In addition to the representations and warranties in Section 16(a), Provider hereby represents and warrants to Host, as of date hereof, that:

(i) Interconnection Agreement and Permits. Provider shall use commercially reasonable efforts to obtain an executed interconnection agreement and all permits for the Project in a timely and efficient manner.

## 17. FORCE MAJEURE; CASUALTY.

(a) Excuse for Force Majeure Event. Except as provided in Section 17(b) or otherwise specifically provided in this Agreement, neither Party shall be considered in breach of this Agreement or liable for any delay or failure to comply with this Agreement, if and to the extent that such delay or failure is attributable to the occurrence of a Force Majeure Event; provided that the Party claiming relief as a result of the Force Majeure Event shall promptly (i) notify the other Party in writing of the existence and details of the Force Majeure Event; (ii) exercise all reasonable efforts to minimize delay caused by such Force Majeure Event; (iii) notify the other Party in writing of the cessation of such Force Majeure Event; and (iv) resume performance of its obligations hereunder as soon as practicable thereafter.

(b) No Excuse for Payment for Prior Services. Excepting a Force Majeure Event which impacts business or banking transactions nationally or globally, in which case such obligations shall be suspended but not excused, obligations to make payments for services provided prior to the Force Majeure Event shall not be excused by a Force Majeure Event.

(c) Casualty; Restoration. In the event of a casualty event, to the extent that such casualty event is attributable to the occurrence of a Force Majeure Event, which destroys all or a substantial portion of the Premises, Host shall elect, within ninety (90) days of such event, whether it will restore the Premises, which restoration will be at the sole expense of Host. If Host does not elect to restore the Premises, then Provider shall not restore the Project and this



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Agreement will terminate without penalty to either Party. If Host does elect to restore the Premises, Host shall provide notice of such election to Provider and Provider shall then elect, within ninety (90) days of receipt of such notice, whether or not to restore the Project, subject to the Parties agreeing on a schedule for the restoration of the Premises and an equitable extension to the Term of this Agreement. If the Parties are not able to so agree or if Provider does not elect to restore the Project, Provider shall promptly remove any portions of the Project remaining on the Premises, and this Agreement shall terminate without penalty to either Party. If Provider does elect to restore the Project, it shall do so at its sole expense. In the event of termination of this Agreement pursuant to this Section 17(c), (i) the Parties shall not be released from any payment or other obligations arising under this Agreement prior to the casualty event; and (ii) the confidentiality provisions of Section 14, the indemnity obligations under Section 15, and the dispute resolution provisions of Section 23 shall continue to apply notwithstanding the termination of this Agreement.

If any damage to the Project is caused by the negligence or willful misconduct of Host or Host's employees, agents, or invitees, Provider shall send written notice to Host specifying (i) the reasonable and documented expenses for repair and replacement of the Project, and (ii) documented lost revenue for sales of electricity and solar incentives (including, but not limited to, Applicable Solar Program, Tax Attributes, Environmental Attributes) that would have been received based on the estimated energy production of the Project. Host shall have thirty (30) days from the receipt of such notice to review the information contained within such notice. Any undisputed amounts shall be due and payable within thirty (30) days after Provider's notice. If Host disagrees with any information contained in such notice, Host shall provide written notice to Provider within the Host's thirty (30) day review period. In the event of a dispute, Host and Provider shall use good faith to resolve such dispute and agree upon a reimbursement amount. Once Host and Provider have agreed upon the reimbursement amount, Host shall pay such agreed amount within thirty (30) days after agreement and in the event there is no dispute, then within thirty (30) days after receipt of the notice.

(d) Termination for Force Majeure Event. Notwithstanding anything to the contrary in this Section 17, if nonperformance on account of a Force Majeure Event continues beyond a continuous period of three hundred and sixty-five (365) days, then either Party shall have the right to terminate this Agreement upon thirty (30) days' notice to the other. Upon such termination, Provider shall be required to decommission and remove the Project from the applicable Site in accordance with the Lease (unless there has been a casualty event, in which case the provisions of clause (c) above shall apply to the removal of the Project). In the event of such a termination of this Agreement with respect to the Project, the Parties shall not be released from any payment or other obligation arising under this Agreement which accrued prior to the shutdown of the Project or the Premises and the indemnity, confidentiality and dispute resolution provisions of this Agreement shall survive the termination of this Agreement.

## 18. CHANGE IN LAW.

In the event there is a Change in Law that is applicable to the operation of the Project, the sale of electric energy produced by the Project, or any other obligation of the Provider hereunder, and compliance with the Change in Law results in an increase in Provider's costs to operate and/or



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maintain the Project, Provider will submit to Host and PowerOptions within 60 days a written notice setting forth, in reasonable detail, the following: (i) the applicable Change in Law; (ii) the manner in which such Change in Law increases Provider's costs; and (iii) Provider's proposed adjustment to the then applicable and future rates for electric energy in this Agreement to reflect such increases in costs. Host agrees to an adjustment in the then applicable and future prices such that the new prices compensate Provider for the total cost increase arising from the Change in Law and said adjustment will remain in effect for as long as the costs arising from the Change in Law continue to be incurred by the Provider; provided, however any such increase shall be no greater than ten percent (10%) of the prices set forth in Exhibit A for the Term of this Agreement.

**19. PROVIDER DEFAULT AND HOST REMEDIES.**

(a) Provider Events of Default. Provider shall be in default of this Agreement if any of the following ("Provider Events of Default") shall occur:

(i) Misrepresentation. Any representation or warranty by Provider under Section 16, is incorrect or incomplete in any material way, or omits to include any information necessary to make such representation or warranty not materially misleading, and such defect is not cured within thirty (30) days after receipt of written notice from Host identifying the defect.

(ii) Abandonment During Installation. After commencement of installation of the Project, Provider abandons installation of the Project for thirty (30) days and fails to resume installation within thirty (30) days after receipt of notice from Host stating that, in Host's reasonable determination, Provider has abandoned installation of the Project.

(iii) Failure to Operate. After the Commercial Operation Date, Provider fails to operate the Project for a period of 90 days which failure is not due to equipment failure, or damage to the Project, act of governmental authority, or exercise of Provider's rights under this Agreement, or otherwise excused by the provisions of Section 17(b) (relating to Force Majeure Events), and Provider fails to resume operation within thirty (30) days after receipt of notice from Host stating that, in Host's reasonable determination, Provider has ceased operation of the Project for a period of ninety (90) consecutive days, provided, however, that such thirty (30) day cure period shall be extended by the number of calendar days during which Provider is prevented, through no fault of its own, from taking curative action if Provider had begun curative action and was proceeding diligently, using commercially reasonable efforts, to complete such curative action.

(iv) Obligation Failure. Provider fails to perform any obligation hereunder, such failure is material, such failure is not excused by the provisions of Section 17(b) (relating to Force Majeure Events), and such failure is not cured within: (A) ten (10) days if the failure involves a failure to make payment when due or maintain required insurance; or (B) sixty (60) days if the failure involves an obligation other than payment or the maintenance of insurance, after receipt of notice from Host identifying the failure.



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(v) Insolvency. Provider (A) applies for or consents to the appointment, or the taking of possession by, a receiver, custodian, trustee or liquidator of itself or a substantial portion of its property; (B) admits in writing its inability, or is generally unable, to pay its debts as such debts become due; (C) makes a general assignment for the benefit of its creditors; (D) commences a voluntary case under any bankruptcy law; (E) files a petition seeking to take advantage of any other law relating to bankruptcy, insolvency, reorganization, winding up, or composition or readjustment of debts; (F) acquiesces in, or fails to contest in a timely manner, any petition filed against Provider in an involuntary case under bankruptcy law or seeking to dissolve Provider under other Applicable Law and such petition is not dismissed within 90 days; or (G) takes any action authorizing its dissolution.

(vi) Provider has an Event of Default which results in termination under the Lease.

(b) Financing Party Opportunity to Cure; Host Remedies. Subject to the right of the Financing Party to cure a Provider Event of Default, as set forth in Section 21, upon a Provider Event of Default, if Provider or Financing Party does not cure such Provider Event of Default in accordance with the terms hereof, Host may terminate this Agreement, seek to recover damages for costs of replacement electricity and pursue any and all other remedies available at law or equity.

## 20. HOST DEFAULT AND PROVIDER REMEDIES.

(a) Host Events of Default. Host shall be in default of this Agreement if any of the following ("Host Events of Default") shall occur:

(i) Misrepresentation. Any representation or warranty by Host under Section 16, is incorrect or incomplete in any material way, or omits to include any information necessary to make such representation or warranty not materially misleading, and such defect is not cured within 30 calendar days after receipt of written notice from Provider identifying the defect.

(ii) Obstruction. Host (i) obstructs commencement of installation of the Project; (ii) fails to take any reasonable actions required by this Agreement or requested by Provider or necessary for the interconnection of the Project; or (iii) fails to take electric energy produced by the Project; and, in any of these circumstances, fails to correct such action or inaction, as the case may be, within fifteen (15) Business Days after receipt of written notice from Provider with respect to such act or omission.

(iii) Payment Failure. Host fails to make any payment due under the terms of this Agreement, and fails to make such payment within ten (10) Business Days after receipt of notice thereof from Provider.



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(iv) Obligation Failure. Host fails to perform any obligation hereunder, such failure is material, such failure is not excused by the provisions of Section 17(b) (relating to Force Majeure Events), and such failure is not cured within: (A) ten (10) Business Days if the failure involves a failure to maintain required insurance; or (B) sixty (60) calendar days if the failure involves an obligation other than payment or the maintenance of insurance, after receipt of notice from Provider identifying the failure.

(v) Insolvency. Host (A) applies for or consents to the appointment, or the taking of possession by, a receiver, custodian, trustee or liquidator of itself or a substantial portion of its property; (B) admits in writing its inability, or be generally unable, to pay its debts as such debts become due; (C) makes a general assignment for the benefit of its creditors; (D) commences a voluntary case under any bankruptcy law; (E) files a petition seeking to take advantage of any other law relating to bankruptcy, insolvency, reorganization, winding up, or composition or readjustment of debts; (F) acquiesces in, or fails to contest in a timely manner, any petition filed against Host in an involuntary case under bankruptcy law or seeking to dissolve Host under other Applicable Law; or (G) takes any action authorizing its dissolution.

(vi) Host has an Event of Default which results in termination under the Lease.

(b) Default Damages. Upon a Host Event of Default, Provider may require Host to pay to Provider the Early Termination Amount, whereupon this Agreement shall terminate immediately. Alternatively, Provider may elect to sell electricity produced by the Project to persons other than Host, and recover from Host any loss in revenues resulting from such sales; and/or pursue other remedies available at law or in equity. If necessary to sell electricity to persons other than Host, Host shall allow Provider to add a new meter dedicated to the solar Project, change the point of interconnection, and/or will support Provider with necessary approvals to change the Schedule Z. After Provider's receipt of such Early Termination Amount pursuant to this Section 20(b), Provider shall collect no additional damages resulting from lost revenues from sales of electricity from the Project.

(c) Survival of Lease, Access Rights and Easement. Upon a Host Event of Default, unless Host pays the Early Termination Amount to Provider in full thus terminating this PPA, Provider may, in its exercise of remedies pursuant to Section 20(b), make continued use of, and Host may not terminate the Lease. Provider shall not be obligated to pay any rent or other consideration for the use of such rights or interests.

## 21. COLLATERAL ASSIGNMENT, FINANCING PROVISIONS.

(a) Financing Arrangements. Provider shall not sell, transfer or assign (collectively, an "**Assignment**") this Agreement or any interest therein, without the prior written consent of Host, which shall not be unreasonably withheld, conditioned or delayed, provided, however that Provider may mortgage, pledge, grant security interests, assign, or otherwise encumber its interests in this Agreement to any persons providing debt or equity financing for the Project. Further, Host acknowledges that Provider may obtain construction financing for the Project from a third party



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and that Provider may either obtain term financing secured by the Project or sell or assign the Project to a Financing Party or may arrange other financing accommodations from one or more financial institutions and may from time to time refinance, or exercise purchase options under, such transactions. Host acknowledges that in connection with such transactions Provider may secure Provider's obligations by, among other collateral, an assignment of this Agreement and a first security interest in the Project. In order to facilitate such necessary sale, conveyance, or financing, and with respect to any lender or lessor, as applicable, Host agrees as follows:

(i) Consent to Sale and to Collateral Assignment. Host hereby consents to both the sale of the Project to a Financing Party and the collateral assignment to the Financing Party of the Provider's right, title and interest in and to this Agreement.

(ii) Rights of Financing Party. Notwithstanding any contrary term of this Agreement:

(A) Step-In Rights. The Financing Party, as owner of the Project, or as collateral assignee of this Agreement, shall be entitled to exercise, in the place and stead of Provider, any and all rights and remedies of Provider under this Agreement in accordance with the terms of this Agreement. The Financing Party shall also be entitled to exercise all rights and remedies of owners or secured parties, respectively, generally with respect to this Agreement and the Project;

(B) Opportunity to Cure Default. The Financing Party shall have the right, but not the obligation, to pay all sums due under this Agreement and to perform any other act, duty or obligation required of Provider hereunder or cause to be cured any default of Provider hereunder in the time and manner provided by the terms of this Agreement. Nothing herein requires the Financing Party to cure any default of Provider under this Agreement or (unless the Financing Party has succeeded to Provider's interests under this Agreement or has otherwise assumed Provider's obligations) to perform any act, duty or obligation of Provider under this Agreement, but Host hereby gives it the option to do so;

(C) Exercise of Remedies. Upon the exercise of remedies, including any sale of the Project by the Financing Party, whether by judicial proceeding or under any power of sale contained therein, or any conveyance from Provider to the Financing Party (or any assignee of the Financing Party as defined below) in lieu thereof, the Financing Party shall give written notice to Host of the transferee or assignee of this Agreement. Any such exercise of remedies shall not constitute a default under this Agreement;

(D) Cure of Bankruptcy Rejection. Upon any rejection or other termination of this Agreement pursuant to any process undertaken with respect to Provider under the United States Bankruptcy Code, at the request of Financing Party made within ninety (90) days of such termination or rejection, Host shall enter into a new agreement with Financing Party or its assignee having substantially the same terms and conditions as this Agreement.



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(iii) Right to Cure.

(A) Cure Period. Host will not exercise any right to terminate or suspend this Agreement unless it shall have given the Financing Party a copy of Host's prior written notice to Provider of its intent to terminate or suspend this Agreement, as required by this Agreement, specifying the condition giving rise to such right, and the Financing Party shall not have caused to be cured the condition giving rise to the right of termination or suspension within sixty (60) days after such notice or (if longer) the periods provided for in this Agreement; provided that if such Provider default reasonably cannot be cured by the Financing Party within such period and the Financing Party commences and diligently and continuously pursues cure of such default within such period, such period for cure will be extended for a reasonable period of time under the circumstances, such period not to exceed an additional sixty (60) days. The Parties' respective obligations will otherwise remain in effect during any cure period.

(B) Continuation of Agreement. If the Financing Party or its assignee (including any purchaser or transferee), pursuant to an exercise of remedies by the Financing Party, shall acquire title to or control of Provider's assets and shall, within the applicable time periods described in Section 21(a)(iii)(A) above, cure all defaults under this Agreement existing as of the date of such change in title or control in the manner required by this Agreement and which are capable of cure by a third person or entity then such Person shall no longer be in default under this Agreement, and this Agreement shall continue in full force and effect. If the Financing Party notified Host in writing within such sixty (60) day period that it must foreclose on Provider's Interest or otherwise take possession of Provider's interest under this Agreement in order to cure the default (the "**Foreclosure Notice**"), the Host shall not terminate this Agreement and shall permit the Financing Party a reasonable period of time, which shall be outlined in the Foreclosure Notice, as may be necessary for such Financing Party, with the exercise of due diligence, to foreclose or acquire Provider's interest under this Agreement and to perform or cause to be performed all of the covenants and agreements of Provider under this Agreement and the Lease.

(b) Financing Party a Third Party Beneficiary. Host agrees and acknowledges that Financing Party is a third party beneficiary of the provisions of this Section 21.

(c) Entry to Consent to Assignment. Host agrees to (i) execute any reasonable consents to assignment or acknowledgements and (ii) provide such opinions of counsel as may be reasonably requested by Provider and/or Financing Party in connection with such financing or sale of the Project.

**22. LIMITATIONS ON DAMAGES.**



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NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT OR THE LEASE, AND EXCEPT AS PROVIDED IN THIS AGREEMENT IN SECTIONS 10, 19(B) AND 20(B), NEITHER PARTY NOR ANY OF ITS INDEMNIFIED PERSONS SHALL BE LIABLE TO THE OTHER PARTY OR ITS INDEMNIFIED PERSONS FOR ANY SPECIAL, PUNITIVE, EXEMPLARY, INDIRECT, OR CONSEQUENTIAL DAMAGES, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT. FOR GREATER CLARITY, IT IS AGREED BY THE PARTIES THAT THE EARLY TERMINATION PAYMENT AND ANY PAYMENT BY HOST SPECIFICALLY ADDRESSED HEREIN, INCLUDING WITHOUT LIMITATION, UNDER SECTION 10, ARE CONSIDERED DIRECT DAMAGES. FOR BREACH OF ANY PROVISION FOR WHICH AN EXPRESS REMEDY OR MEASURE OF DAMAGES IS PROVIDED IN THIS AGREEMENT, THE LIABILITY OF THE DEFAULTYING PARTY SHALL BE LIMITED AS SET FORTH IN SUCH PROVISION AND ALL OTHER DAMAGES ARE HEREBY WAIVED.

Notwithstanding anything to the contrary, Provider's total combined liability to Host under this Agreement and the Lease (whether due to breach of contract, negligence, strict liability or any other cause) shall not exceed, for all claims, a total amount of Provider's commercial general liability policy limit (combined single limit); provided that claims by Host for indemnity related to third-party claims as provided under Section 15(a) shall not be subject to such limit.

## 23. DISPUTE RESOLUTION.

(a) Negotiation Period. The Parties shall negotiate in good faith and attempt to resolve any dispute, controversy or claim arising out of or relating to this Agreement (a "**Dispute**") within 30 days after the date that a Party gives written notice of such Dispute to the other Party, except that a Party may seek injunctive relief to prevent irreparable harm without first proceeding or completing any dispute resolution proceedings.

(b) Jurisdiction, Venue, and Jury Trials. If despite the efforts, if any, to negotiate, the Parties do not resolve the Dispute within the negotiation period described above, then each Party irrevocably consents to the exclusive jurisdiction of the state and federal courts sitting in Massachusetts, in connection with any action related to the Dispute. Each Party agrees that process may be served upon it in any manner authorized by such courts and that it waives all objections which it might otherwise have to such jurisdiction and process. Further, each Party irrevocably waives all of its rights to a trial by jury with respect to any such action.

(c) Survival of Dispute Provisions. The provisions of this Section 23 and Section 25 shall survive any termination of this Agreement and shall apply (except as provided herein) to any disputes arising out of this Agreement.

## 24. NOTICES.

Delivery of Notices. All notices or other communications which may be or are required to be given by any Party to any other Party pursuant to this Agreement shall be in writing and shall



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be either (i) delivered by hand; (ii) mailed by first-class, registered or certified mail, return receipt requested, postage prepaid; (iii) delivered by a recognized overnight or personal delivery service; transmitted by email if receipt of such transmission by email is specifically acknowledged by the recipient (automatic responses not being sufficient for acknowledgement), addressed as follows:

If to Host:

City of Melrose
562 Main St
Melrose, MA 02176
Attention: City Solicitor Shannon Phillips
Email: sphillips@cityofmelrose.org

If to Provider:

Solect Energy Development LLC
89 Hayden Rowe Street
Hopkinton, Massachusetts 01748
Attention: Legal Notices
Email: legal@solect.com

Notices shall be effective when delivered (or in the case of email, when acknowledged by the recipient) in accordance with the foregoing provisions, whether or not (except in the case of email transmission) accepted by, or on behalf of, the Party to whom the notice is sent.

Each Party may designate by Notice in accordance with this section to the other Party a new address to which any notice may thereafter be given.

**25. MISCELLANEOUS.**

(a) Governing Law. This Agreement shall be governed by the laws of the Commonwealth of Massachusetts, without regard to principles of conflicts of law, and including principles of good faith and fair dealing that will apply to all dealings under this Agreement.

(b) Rules of Interpretation. Section headings are for convenience only and shall not affect the interpretation of this Agreement. References to sections are, unless the context otherwise requires, references to sections of this Agreement. The words "hereto", "hereof" and "hereunder" shall refer to this Agreement as a whole and not to any particular provision of this Agreement. The word "person" shall include individuals; partnerships; corporate bodies (including but not limited to corporations, limited partnerships and limited liability companies); non-profit corporations or associations; governmental bodies and agencies; and regulated utilities. The word "including" shall be deemed to be followed by the words "without limitation". In the event of any conflict between the text of this Agreement and the contents of an exhibit hereto, the text of this Agreement shall govern.



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(c) Severability. If any non-material part of this Agreement is held to be unenforceable, the rest of the Agreement will continue in effect. If a material provision is determined to be unenforceable and the Party which would have been benefited by the provision does not waive its unenforceability, then the Parties shall negotiate in good faith to amend the Agreement to restore to the Party that was the beneficiary of such unenforceable provision the benefits of such provision. If the Parties are unable to agree upon an amendment that restores the Party's benefits, the matter shall be resolved under Section 23, and the court will modify the unenforceable provision in order to restore to the Party that was the beneficiary of the unenforceable provision the economic benefits of such provision.

(d) Amendment and Waiver. This Agreement may only be amended by a writing signed by both Parties. Any waiver of any of the terms hereof shall be enforceable only to the extent it is waived in a writing signed by the Party against whom the waiver is sought to be enforced. Any waiver shall be effective only for the particular event for which it is issued and shall not constitute a waiver of a subsequent occurrence of the waived event nor constitute a waiver of any other provision hereof, at the same time or subsequently.

(e) Assignment. Except as provided in Section 21(a), neither Party may assign, sell, transfer or in any other way convey its rights, duties or obligations under this Agreement, either in whole or in part, without the prior written consent of the other Party which consent shall not be unreasonably withheld or delayed, except that without consent of Host, Provider (i) may assign its rights and obligations hereunder to an Affiliate of Provider and (ii) may sell or collaterally assign this Agreement in accordance with Section 21. For purposes of this Section 25(e), transfer does not include any sale of all or substantially all of the assets of Provider or Host or any merger of Provider or Host with another person, whether or not Provider or Host is the surviving entity from such merger, or any other change in control of Provider or Host, provided any such surviving entity assumes all obligations of Provider or Host, as appropriate, under this Agreement.

(f) No Joint Venture. This Agreement does not create a joint venture, partnership or other form of business association between the Parties.

(g) Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Delivery of signature by fax, or scan delivered by email, receipt acknowledged, or electronic signature are effective to bind a Party hereto.

(h) Relation of the Parties. The relationship between Provider and Host shall not be that of partners, agents, or joint ventures for one another, and nothing contained in the Agreement shall be deemed to constitute a partnership or agency agreement between them for any purposes, including federal income tax purposes. Provider and Host, in performing any of their obligations hereunder, shall be independent contractors or independent parties and shall discharge their contractual obligations at their own risk.

(i(i) CORI. With respect to Projects to be installed at Massachusetts public schools, the Host shall have the right to conduct a check of the Criminal Offender Record Information (CORI)



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maintained by the Massachusetts Criminal History Board, and the Massachusetts Sex Offender Record Information (SORI) maintained by the Massachusetts Sex Offender Registry Board, for any officer or employee of the Provider or of a subcontractor of the Provider who will work at the Premises. Notwithstanding any other provision of the Agreement, the Host may refuse to allow any such employee to work on the project if the Host, in its sole discretion, determines that such employee is not suitable for work on the project based on the results of such CORI or SORI. The Host shall keep such information in a confidential file. With respect to Projects to be installed at public schools in other states, similar criminal offender and sex offender information maintained by the state shall apply, and Host shall have discretion regarding employment of such registered offenders.

(j) Notwithstanding anything in this Agreement to the contrary, Host shall have no obligation to assign to Provider any right or interest which gives the Provider greater rights or interests in the Premises or any other property owned or controlled by the Host than the rights and interests contemplated in this Agreement.

(rest of page left blank intentionally – signatures appear on next page)

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IN WITNESS WHEREOF, intending to be legally bound hereby, Provider and Host have executed this Power Purchase Agreement as of the date first set forth above.

**Solect Energy Development LLC, a Massachusetts limited liability company**

By: _____

Name (printed): _____

Title: _____

Date: _____

**City of Melrose**

By: _____

Name (printed): Paul Brodeur_____

Title: Mayor, City of Chelsea_____

Date: _____

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## GLOSSARY OF TERMS

"Access Rights" means the rights more fully described in the Lease for Provider and its designees, including Installer, to enter upon and cross the Site to install, operate, maintain, repair and remove the Project, and to interconnect the Project with the Local Electric Utility and to provide water, electric and other services to the Project.

"Affiliate" means, as to any Person, any other Person which, directly or indirectly, is in control of, is controlled by, or is under common control with, such Person. For purposes of this definition, "control" of a Person means the power, directly or indirectly, to direct or cause the direction of the management and policies of such Person whether by contract or otherwise.

"Agreement" means this Power Purchase Agreement, including all exhibits attached hereto, as the same may be amended from time to time in accordance with the provisions hereof.

"Applicable Law" means any constitutional provision, law, statute, rule, regulation, ordinance, treaty, order, decree, judgment, decision, certificate, holding, injunction, registration, license, franchise, permit, authorization, or guideline issued by a Governmental Authority that is applicable to a Party to this Agreement or the transaction described herein. Applicable Law also includes an approval, consent or requirement of any Governmental Authority having jurisdiction over such Party or its property, enforceable at law or in equity.

"Applicable Solar Program" means the state laws, rules, and regulations that govern the solar incentives, rights and obligations (e.g., SMART), as may be amended from time to time, by the authorities having legal jurisdiction where the Project will be installed and where the benefits will be realized.

"Avoided Energy Price" means the rate, expressed in $/kWh, set forth in Exhibit A for purposes of calculating any credits owed to Host pursuant to Section 5(b). The Year 1 Avoided Energy Price shall be the average applicable tariff rate per kWh, at the time of execution of the Power Purchase Agreement, that Host would have paid for full requirements delivered electric service (which shall include energy-related charges such as delivery, service, distribution, or taxes, but excluding demand and other related charges) from its Local Electric Utility, with a 3% annual escalation rate applied to each subsequent Guarantee Year.

"Business Day" means a day other than Saturday, Sunday, or other day on which commercial banks in Massachusetts are authorized or required by law to be closed.

"Capacity Value" means such capacity value as determined by market rules established by ISO-NE. Provider is the owner of the capacity value of the Project and shall have the right to participate in ISO-NE's Forward Capacity market at their discretion through an aggregator or as an ISO-NE Market Participant. The Provider shall sell the capacity of the Project into the Forward Capacity Market by the later of twelve (12) months from the Commercial Operation Date or the first date available to participate in the Forward Capacity Auction; if not, the Provider relinquishes ownership of the Capacity Value of the Project to the Host.



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"Change in Law" means that after the date of this Agreement, an Applicable Law is amended, modified, nullified, suspended, repealed, found unconstitutional or unlawful, or changed or affected in any material respect by any Applicable Law. Change in Law does not include changes in federal or state income tax laws. Change in Law does include material changes in the interpretation of an Applicable Law.

"Commercial Operation Date" means the date, which shall be specified by Provider to Host pursuant to Section 4(d), when the Project is physically complete and has successfully completed all performance tests and satisfies the interconnection requirements of the Local Electric Utility.

"Confidential Information" means information of a confidential or proprietary nature, whether or not specifically marked as confidential. Such information shall include, but not be limited to, any documentation, records, listing, notes, data, computer disks, files or records, memoranda, designs, financial models, accounts, reference materials, trade-secrets, prices, strategic partners, marketing plans, strategic or other plans, financial analyses, customer names or lists, Project opportunities and the like, provided however that Confidential Information does not include information which (i) was in the possession of the receiving Party before receipt from the disclosing Party; (ii) is or becomes publicly available other than as a result of unauthorized disclosure by the receiving Party; (iii) is received by the receiving Party from a third party not known by the receiving Party with the exercise of reasonable diligence to be under an obligation of confidentiality respecting the information; or (iv) is independently developed by the receiving Party without reference to information provided by the disclosing Party; or, if applicable (v) is the subject of a lawful disclosure request under the Public Records Law, M.G.L. c.66, §10 or any other applicable public disclosure laws governing Host.

"Construction Start Date" means sixty (60) days after receipt of (i) executed interconnection agreement for the Project and (ii) all permits, which shall be extended day-by-day for Force Majeure Events.

"Delay Liquidated Damages" means the daily payment of (i) $0.250/day/kW, not to exceed $15/kW in the aggregate, if Provider fails to achieve the Commercial Operation Date by the Guaranteed Commercial Operation Date in accordance with and subject to Section 2(e).

"Dispute" means a controversy or claim arising out of or relating to this Agreement.

"Early Termination Amount" (a) for terminations occurring after the first to occur of transfer of the Project to a Financing Party or the Commercial Operation Date, means an amount determined in accordance with Exhibit B, as of the applicable anniversary date set forth thereon, which includes all lost revenues from the sale or utilization of electrical energy, Environmental Attributes, or Tax Attributes, provided however, (b) in the event Host becomes liable for payment of the Early Termination Amount prior to the first to occur of the events listed in (a), Host shall instead pay to Provider a termination payment equal to the sum of the following, not to exceed the Early Termination Amount for Year 1 set forth in Exhibit B: (1) all fees, costs and expenses reasonably incurred which are either paid by Provider, or which Provider is obligated to pay and does pay, to third parties for permits, interconnection application fees and studies,



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SMART incentives and other Governmental Authority and Utility approvals; and (2) all fees, costs and expenses reasonably incurred which are either paid by Provider, or which Provider is obligated to pay and does pay, to subcontractors and suppliers as of the termination date for design, engineering and procurement of equipment and other materials included in the Project, including any battery energy storage system and including the expenses and cancellation charges reasonably incurred and paid by Provider in termination of contracts and purchase orders pertaining to the System and the Installation Work; and (3) charges for Provider's internal engineering manpower and materials reasonably expended developing the Project up to the termination date based on Provider's labor rate sheet attached hereto as Exhibit H, which may be reasonably adjusted for inflation (in writing) on an annual basis, and, in the case of the costs described in sub-clauses (1) and (2) only, plus an amount equal to eighteen percent (18%) of such costs.

"Effective Date" shall have the meaning assigned to such term in the recitals.

"Electric Service Provider" means any person, including the Local Electric Utility, authorized by the Commonwealth of Massachusetts to provide electric energy and related services to retail users of electricity in the area in which the Site is located.

"Environmental Attributes" means Renewable Energy Certificates, carbon trading credits, emissions reductions credits, emissions allowances, green tags, Green-e certifications, or other entitlements, certificates, products, or valuations attributed to the Project and its displacement of conventional energy generation, or any other entitlement pursuant to any federal, state, or local program applicable to renewable energy sources, whether legislative or regulatory in origin, as amended from time to time, and excluding, for the avoidance of doubt, any Tax Attributes and the Applicable Solar Program.

"Estimated Annual Production" means the annual estimate of electricity generated by the Project for any given year. The Estimated Annual Production for each year of the Term is set forth in Exhibit F.

"Expiration Date" means the date on which the Agreement terminates by reason of expiration of the Term.

"Fair Market Value" means the price that would be paid in an arm's length, free market transaction, in cash, between an informed, willing seller and an informed, willing buyer (who is neither a lessee in possession nor a used equipment or scrap dealer), neither of whom is under compulsion to complete the transaction, taking into account, among other things, the age and performance of the Project and advances in solar technology, provided that installed equipment shall be valued on an installed basis and costs of removal from a current location shall not be a deduction from the valuation.

"Financing Party" means a Project Lessor or Lender.

"Force Majeure Event" means any act or event that prevents the affected Party from performing it obligations in accordance with this Agreement, if such act or event is beyond the



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reasonable control, and not the result of the fault or negligence, of the affected Party and such Party had been unable to overcome such act or event with the exercise of due diligence (including the expenditure of reasonable sums). Subject to the foregoing, Force Majeure Event may include but are not limited to the following acts or events: (i) natural phenomena, such as storms, hurricanes, floods, lightning and earthquakes; (ii) explosions or fires arising from lightning or other causes unrelated to the acts or omissions of the Party seeking to be excused from performance; (iii) acts of war or public disorders, civil disturbances, riots, insurrection, sabotage, declared state of emergency or public health emergency, pandemic, government mandated quarantine or travel ban, epidemic, terrorist acts, or rebellion; (iv) acts or omissions of Governmental Authorities, including the Local Electric Utility to the extent not caused by the action or inaction of Provider; and (v) strikes or labor disputes (except involving employees of the affected Party). Force Majeure Events shall not include equipment failures or acts or omissions of agents, suppliers or subcontractors, except to the extent such acts or omissions arise from a Force Majeure Event. Changes in prices for electricity shall not constitute Force Majeure Events.

"Governmental Authority" means any international, national, federal, provincial, state, municipal, county, regional or local government, administrative, judicial or regulatory entity operating under any Applicable Laws and includes any department, commission, bureau, board, administrative agency or regulatory body of any government.

"Guaranteed Commercial Operation Date" means 270 days from the Construction Start Date, which shall be extended day-by-day for Force Majeure Events and for other events outside of Provider's reasonable control.

"Hazardous Materials" means all hazardous or toxic substances, wastes or other pollutants, including petroleum, petroleum hydrocarbons or petroleum products, petroleum by-products, radioactive materials, asbestos or asbestos-containing materials, gasoline, diesel fuel, pesticides, radon, urea formaldehyde, lead or lead-containing materials, polychlorinated biphenyls; and any other chemicals, materials, substances or wastes in any amount or concentration which are now included in the definition of "hazardous substances," "hazardous materials," "hazardous wastes," "extremely hazardous wastes," "restricted hazardous wastes," "toxic substances," "toxic pollutants," "pollutants," "regulated substances," "solid wastes," or "contaminants" or words of similar import, under any Applicable Law.

"Host" means the entity identified as Host in the recitals, and all successors and assigns.

"Indemnified Person" means the person who asserts a right to indemnification under Section 15.

"Indemnifying Party" means the Party who has the indemnification obligation under Section 15 to the Indemnified Person.

"Initial Period" has the meaning provided in Section 2.



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"Installation Work" means the construction and installation of the Project and the start-up, testing and acceptance (but not the operations and maintenance) thereof, all performed by or for Provider at the Premises.

"Installer" means Solect Energy Development, LLC, the person designated by Provider to install the Project on the Premises.

"Land Registry" means the office where real estate records for the Site are customarily filed.

"Lease" has the meaning provided in the Recitals hereof.

"Lender" means persons providing construction or permanent financing to Provider in connection with installation of the Project.

"Liens" has the meaning provided in Section 8(c).

"Local Electric Utility" means the entity authorized and required under Applicable Law to provide electric distribution service to Host at the Site.

"Losses" means any and all losses, liabilities, claims, demands, suits, causes of action, judgments, awards, damages, cleanup and remedial obligations, interest, fines, fees, penalties, costs, and expenses (including all attorney's fees and other costs and expenses incurred in defending any such claims or matters or in asserting or enforcing any indemnity obligation).

"Net Metering" means the process of measuring the difference between electricity delivered by a Local Electric Utility to a customer and electricity generated by a solar system and fed back to the Local Electric Utility, as set forth in Applicable Law.

"Net Metering Credit" shall mean the monetary value of the excess electricity generated by a Project, and credited to the Host by the Local Electric Utility, as set forth in Applicable Law.

"Operations Period" has the meaning provided in Section 2.

"Operations Year" means a twelve month period beginning at 12:00 am on an anniversary of the Commercial Operations Date and ending at 11:59 pm on the day immediately preceding the next anniversary of the Commercial Operations Date, provided that the first Operations Year shall begin on the Commercial Operations Date.

"Party" means either Host or Provider, as the context shall indicate, and "Parties" means both Host and Provider, collectively.

"Point of Delivery" has the meaning set forth in Section 5(a) and Exhibit E.

"Premises" means the portions of the Site described on Exhibit D.



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"Production Excess" has the meaning set forth in Section 7(b)(i).

"Project" means an integrated system for the generation of electricity from solar energy consisting of the photovoltaic panels and associated equipment to be installed on each of the Premises in accordance with this Agreement.

"Project Lessor" means, if applicable, any Person to whom Provider transferred the ownership interest in the Project, subject to a leaseback of the Project from such Person.

"Provider" means Solect Energy Development LLC.

"Relocation Event" means the relocation of the Project, starting at the shutdown of the Project pursuant to such relocation, and ending at the commercial operation of the Project when such relocated Project is reinstalled at a new location, as determined by the Provider in its reasonable discretion.

"Renewable Energy Certificate" or "REC" means a certificate, credit, allowance, green tag, or other transferable indicia, howsoever entitled, created by an applicable program or certification authority indicating generation of a particular quantity of energy, or product associated with the generation of a megawatt-hour (MWh) from a renewable energy source by a renewable energy Project.

"SMART Incentive Payment Effective Date" means the date on which the SMART incentive payment becomes effective as determined by the Local Electric Utility.

"Site" means the real property described on Exhibit C attached hereto.

"Tax Attributes" means the investment tax credits (including any grants or payments in lieu thereof) and any tax deductions or other benefits under the Internal Revenue Code or applicable federal, state, or local law available as a result of the ownership and operation of the Project or the output generated by the Project (including, without limitation, tax credits (including any grants or payments in lieu thereof) and accelerated and/or bonus depreciation.)

"Term" shall have the meaning provided in Section 2 hereof.

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# EXHIBIT A

## ENERGY PURCHASE PRICES

The PPA $/kWh rates set forth in this Exhibit A are dependent on Provider's good faith assumptions around the Pricing Elements set forth below, and are in accordance with the rules of the PowerOptions Solar and Storage Program. The actual SMART Incentive Payment Rate will be established upon receipt of the SMART Statement of Qualification from Massachusetts Department of Energy Resources. Upon receipt of the Statement of Qualifications, Provider shall forward a copy to Host.

Block 10

| | |
|---|---|
| SMART Incentive Amount | $0.05819 |
| PPA Rate ($/kWh) | $0.182 |

Assumptions around Pricing Elements:

- Additional utility interconnection costs. Prices shown include budgeted interconnection costs and exclude costs (if any) for utility engineering studies or system upgrades.
- PPA Rate assumes Project is exempt from personal property tax.
- Prices shown do not include costs required to comply with additional site work, stormwater management infrastructure, environmental compliance or remediation, or Orders of Conditions, as required by local AHJ (i.e. Planning Board, Conservation Commissions).
- Federal investment tax credit amount will reflect the calendar year in which installation begins.
- Steel pricing for ground mounted or canopy structures. A change in price shall be considered material when the price of the applicable steel product or products changes by 5% percent or more between the Effective Date and the Construction Commencement Date based on the benchmark prices published by CME group U.S. Midwest Hot-Rolled Coil Index (CRU), https://www.cmegroup.com/markets/metals/ferrous/hrc-steel.contractSpecs.html or such other steel index as is agreed with PowerOptions.

Variations:

Should the actual values of the Pricing Elements materially differ from the assumed values, Provider will prepare a Final PPA Rate in accordance with the rules of the PowerOptions Solar plus Storage program. Such Final PPA Rate will be provided to Host no later than 20 days prior to the Construction Start Date, and shall automatically take effect provided such Final PPA Rate does not exceed a Maximum PPA Rate of: $0.200 unless the parties have reached agreement on

a Final PPA Rate that exceeds the Maximum PPA Rate as determined pursuant to the process described below.

If, upon receipt of all documentation necessary to establish a Final PPA Rate, the Provider determines that the Final PPA Rate exceeds the Maximum PPA Rate, the parties will cooperate in good faith to negotiate a PPA Rate acceptable to both parties. If, after fifteen (15) days, the Parties are not able to agree on an acceptable PPA Rate, Provider may, in its sole discretion, elect to (i) continue performance under this Agreement with the PPA Rate equal to the Maximum PPA Rate, or (ii) terminate this Agreement upon ten (10) days' written notice to Host. Upon a termination hereunder, Host shall reimburse Provider for Provider's direct costs incurred in performing under this Agreement between the Effective Date and the date of such termination.

AVOIDED ENERGY PRICE

The following table sets forth the "Avoided Energy Price" for purposes of calculating the amount on any credit due to the Host under the Performance Guarantee in Section 5(b), with a 2% annual escalation rate.

| **Guarantee Year** | **Avoided Energy Price per kWh** |
|---|---|
| 1 | $0.20333 |
| 2 | $0.20740 |
| 3 | $0.21154 |
| 4 | $0.21578 |
| 5 | $0.22009 |
| 6 | $0.22449 |
| 7 | $0.22898 |
| 8 | $0.23356 |
| 9 | $0.23823 |
| 10 | $0.24300 |
| 11 | $0.24786 |
| 12 | $0.25282 |
| 13 | $0.25787 |
| 14 | $0.26303 |
| 15 | $0.26829 |
| 16 | $0.27366 |
| 17 | $0.27913 |
| 18 | $0.28471 |
| 19 | $0.29041 |
| 20 | $0.29621 |



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EXHIBIT A-1

PILOT AMOUNTS

*For purposes of this PPA, the PILOT Amount assumed for each year of the Term is equal to zero dollars ($0.00).*

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EXHIBIT B

*Early Termination Amounts are calculated to achieve the same net present value for the investor as if early termination had not happened and the project went to full term.*

Subject to final PPA Prices in Exhibit A
EARLY TERMINATION AMOUNTS

| Year | Early Termination Amount | Early Purchase |
|---|---|---|
| 1 | $265,445 | **N/A** |
| 2 | $244,508 | **N/A** |
| 3 | $223,318 | **N/A** |
| 4 | $215,310 | **N/A** |
| 5 | $193,573 | **N/A** |
| 6 | $171,540 | **N/A** |
| 7 | $149,196 | $120,103 |
| 8 | $139,970 | **N/A** |
| 9 | $130,399 | **N/A** |
| 10 | $120,461 | $88,671 |
| 11 | $112,663 | **N/A** |
| 12 | $106,405 | **N/A** |
| 13 | $99,936 | **N/A** |
| 14 | $93,244 | **N/A** |
| 15 | $86,318 | $49,464 |
| 16 | $78,259 | **N/A** |
| 17 | $69,888 | **N/A** |
| 18 | $61,187 | **N/A** |
| 19 | $52,138 | **N/A** |
| 20 | $42,724 | **N/A** |

Attachment: Solect PO PPA - City of Melrose - Horace Mann Elementary School - 20230203 (ORDER-2023-77 : Rooftop Solar Installation on

EXHIBIT C

DESCRIPTION OF SITE

**Property Description:** The real property located at 40 DAMON AVE, Melrose, MA described below (the "Property").

For Landlord's title see Deed recorded with the Middlesex South Registry of Deeds/Land Records in Book 5321, Page 221, and in Book 6575, Page 390, and in Book 11349, Page 435.

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shown on Plan of Land in Melrose, Mass., belonging to City of Melrose and Clara M. Shepherdson, Frank Emerson, Engineer and Superintendent of Public Works, August 20, 1928, to be recorded herewith, together with all rights of the grantor in that part of said Ell Pond included between the extensions of the northerly and southerly boundary lines of the granted premises. WITNESS my hand and seal this day of January 25th, 1929. Clara M. Shepherdson (seal) COMMONWEALTH OF MASSACHUSETTS. Middlesex ss. January 25th, 1929. Then personally appeared the above named Clara M. Shepherdson and acknowledged the foregoing instrument to be her free act and deed, before me, George W. Rogers, Notary Public. (Notarial seal) My commission expires April 1st, 1932. - - - - - - - - - - - - - - - - -

Middlesex ss. Jan. 26, 1929. 11h. 4m. A.M. Rec'd & Recorded.

SEE PLAN NO. 72 OF 1929

CITY OF MELROSE. In Board of Aldermen, December 28, 1928. Offered by Alderman Mary L. Barrows. BE IT ORDERED WHEREAS, public necessity and convenience require that the parcel of land hereinafter described be taken for school purposes, and a proper appropriation therefor has been made; and WHEREAS all parties interested have been notified and a hearing had in accordance with the law; NOW, THEREFORE, the City of Melrose hereby takes in fee for school purposes the following parcel of land situated in said MELROSE and bounded and described as follows: Beginning at a point on the easterly line of Hesseltine Avenue, said point being a cedar stake eighty-eight and twenty-four one-hundredths (88.24) feet north from an angle in said Hesseltine Avenue; thence turning, including an angle of 106° 57', and running easterly over land of Ruggles six hundred and fifty-seven one-hundredths (600.57) feet to land of Watkins; thence easterly, including an angle of 159° 43' 30", by said land of Watkins sixty-three and twenty-eight one-hundredths(63.28) feet to land now or late of Cochrane; thence northerly by said land of Cochrane three hundred seventy-two and ninety-six one-hundredths(372.96) feet to a drill hole; thence turning, including an angle of 97° 56' 57" and running westerly by land now or late of said Cochrane four hundred eighty-five and sixty-two one-hundredths (485.62) feet to land of O'Connell; thence southerly by lands of O'Connell and of MacKeil one hundred ten (110) feet; thence westerly by land of said MacKeil one hundred (100) feet to said easterly line of Hesseltine Avenue; thence southerly along said easterly line of Hesseltine Avenue eighty-seven and twenty-four one-hundredths (87.24) feet to said stake, and point of beginning, containing one hundred twenty-eight thousand two hundred and twelve

CITY OF MELROSE TAKING

See plan opposite



Attachment: Solect PO PPA - City of Melrose - Horace Mann Elementary School - 20230203 (ORDER-2023-77 : Rooftop Solar Installation on

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(128,212) square feet more or less. The above description is of a parcel of land situated east of Hesseltine Avenue, and is intended to conform with a plan of the same made by Frank Emerson, Engr. & Supt. Public Works of the City of Melrose, dated December 1, 1928, to be recorded herewith. No betterments are to be assessed in respect to this taking. No trees upon the said land nor any structures affixed thereto are included in this taking, and if there be any trees or structures upon said land, the owner thereof is hereby allowed ten days in which to remove the same. So far as known to this Board, Charles E. Ruggles is the owner of land hereby taken, and damages are hereby awarded to said owner in the sum of $8000.00. Passed Dec. 28, 1928. Alfred C. Malm, President of the Board of Aldermen. Dec. 28/1928. In Board of Aldermen. Ordained R. C. 9-0. Dec.31.'28. Victor C. Kirmes, Clerk. Order 18566-B. Approved. Albert M. Tibbetts, Mayor. - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - -

Middlesex ss. Jan. 26, 1929. 11h. 4m. A.M. Rec'd & Recorded. "Dec. 31,'28" interlined.

CITY OF MELROSE TAKING

CITY OF MELROSE. In Board of Aldermen, December 17th, 1928. Offered by Alderman Milano for the Highway Committee. BE IT ORDERED WHEREAS, public necessity and convenience requires that a public street or way should be laid out and constructed upon the parcel of land hereinafter described, and WHEREAS, all parties interested have been duly notified and a hearing had, in accordance with law, NOW, THEREFORE, the City of Melrose hereby takes for highway purposes the following parcel of land situated in said MELROSE and bounded and described as follows, to wit:- Beginning at a point on the easterly line of Wentworth Road, said point being sixteen (16) feet southerly from the dividing line of Lots 41 and 42 on a plan to be recorded herewith; thence north and easterly by a curve, radius one hundred nineteen and seven one-hundredths (119.07)feet, bearing to the right one hundred fifteen and eighty-nine one-hundredths (115.89) feet; thence easterly on a tangent to said curve one hundred twenty and nine one-hundredths (120.09) feet to the southerly line of Pine Street, as accepted; thence westerly on said southerly line of said Pine Street eighty-two and thirty-three one-hundredths (82.33) feet; thence northerly on the westerly end of said Pine Street, as accepted, thirty (30) feet to the northerly line of said Pine Street as accepted; thence westerly on the prolongation of said northerly line of Pine Street seventy-three and forty one-hundredths (73.40) feet to a curve; thence by said curve, radius eight and ninety-three one-hundredths (8.93) feet, bearing to the right eighteen and forty-six one-hundredths (18.46) feet

See plan opposite SEE PLAN NO. 73 OF 1929

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the same becomes due notwithstanding any license or waiver of any prior breach of condition shall make the whole of the balance of said principal sum immediately due and payable at the option of the holder hereof. For any breach of the statutory condition or for any breach of any condition of this mortgage the Mortgagee shall have the statutory power of sale. In the event the ownership of the mortgaged premises, or any part thereof, becomes vested in a person other than the Mortgagor, the Mortgagee may, without notice to the Mortgagor, deal with such successor or successors in interest with reference to the mortgage and the debt hereby secured, in the same manner as with the Mortgagor, without in any way vitiating or discharging the Mortgagor's liability hereunder or upon the debt hereby secured. No sale of the premises hereby mortgaged and no forbearance on the part of the Mortgagee and no extension of the time for the payment of the debt hereby secured given by the Mortgagee shall operate to release, discharge, modify, change or affect the original liability of the Mortgagor herein, either in whole or part. Wherever the words Mortgagor and Mortgagee are used herein they shall include their several heirs, executors, administrators, successors, grantees and assigns subject to the limitations of law and of this instrument, and if the context requires, the words Mortgagor and Mortgagee and the pronouns referring to them shall be construed as plural, neuter or feminine. In case this loan is paid in full within one year from the date hereof, the Bank reserves the right to charge interest thereon for sixty days beyond the date of repayment. WITNESS my hand and seal this 27th day of January 1942 John L. Donovan . THE COMMONWEALTH OF MASSACHUSETTS Middlesex,ss. Arlington, January 27, 1942. Then personally appeared the above-named John L. Donovan and acknowledged the foregoing instrument to be his free act and deed, before me, John G. Brackett Justice of the Peace My commission expires October 5, 1945. - - - - - - - - - - - - - - - - - - - - - - - - -

Middlesex ss. Jan. 28, 1942. 8h. 30m. A.M. Rec'd & Recorded.

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CITY OF MELROSE

TAKING

CITY OF MELROSE In Board of Aldermen Jan. 19,1942

AN ORDER Taking of land on Damon Avenue for School Purposes. (Hesseltine Avenue School Lot)

Offered by Alderman Chester M. Cummings WHEREAS, public necessity and convenience require that the parcel of land hereinafter described shall be taken for school purposes. NOW, THEREFORE, the Board of Aldermen of the City of Melrose, acting for, and in behalf of, the said city under the provisions of Chapter 79 of the General Laws of the Commonwealth of Massachusetts, and all acts in amendments thereof or additional thereto, and under every other power it hereto enabling, hereby takes in

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fee for school purposes a certain parcel of land, now or formerly owned by Clarence Cochrane et al, and bounded and described as follows: Beginning at a point on the westerly line of Damon Avenue, said point being the P. C. of a curve and being one hundred thirty-three and sixty-eight one-hundredths (133.68) feet northerly from the P. C. at Ruggles Street; thence by said curve, radius five hundred twenty-eight and eighty-six one-hundredths (528.86) feet, bearing northerly and to the left one hundred five and forty-three one-hundredths (105.43) feet to a point on the westerly line of said Damon Avenue; thence northerly by said westerly line of Damon Avenue ten and eighty-three one-hundredths (10.83) feet to land now or formerly of Dawson; thence westerly by said land of Dawson twelve and seventy-seven one-hundredths (12.77) feet to land of the City of Melrose; thence southerly by land of said City of Melrose one hundred seventeen and twenty-nine one-hundredths (117.29) feet to the P. C. of a curve and point of beginning. The above description is of a parcel of land of Damon Avenue, known as Lot (A) and shown on plan entitled, "Plan of Damon Avenue in Melrose, Mass., dated January 26, 1929, John F. Rand C.E.", and recorded in the Middlesex South Registry of Deeds, Book 6285 Page 382. All structures and trees upon said parcel of land are included in this taking. No betterments are to be assessed for this improvement. The question of damages sustained by the owner or owners of the land taken in accordance with the foregoing having been duly considered, it is hereby determined that no damages have, or will be, sustained by reason of said taking and, therefore, none are awarded.

Jan. 19, 1942
In Board of Aldermen
Ordained Roll Call
Yea 9 Nay 0
Raymond H. Greenlaw
Clerk

Passed Jan. 19, 1942
Herman A. Black
President of the Board of Aldermen

Jan. 21, 1942
Approved
Carl A. Raymond
Mayor

Copy of Order No. 5325

A true copy, attest: Raymond H. Greenlaw City Clerk. (Corporate seal)

Middlesex ss. Jan. 28, 1942. 9h. 27m. A.M. Rec'd & Recorded.

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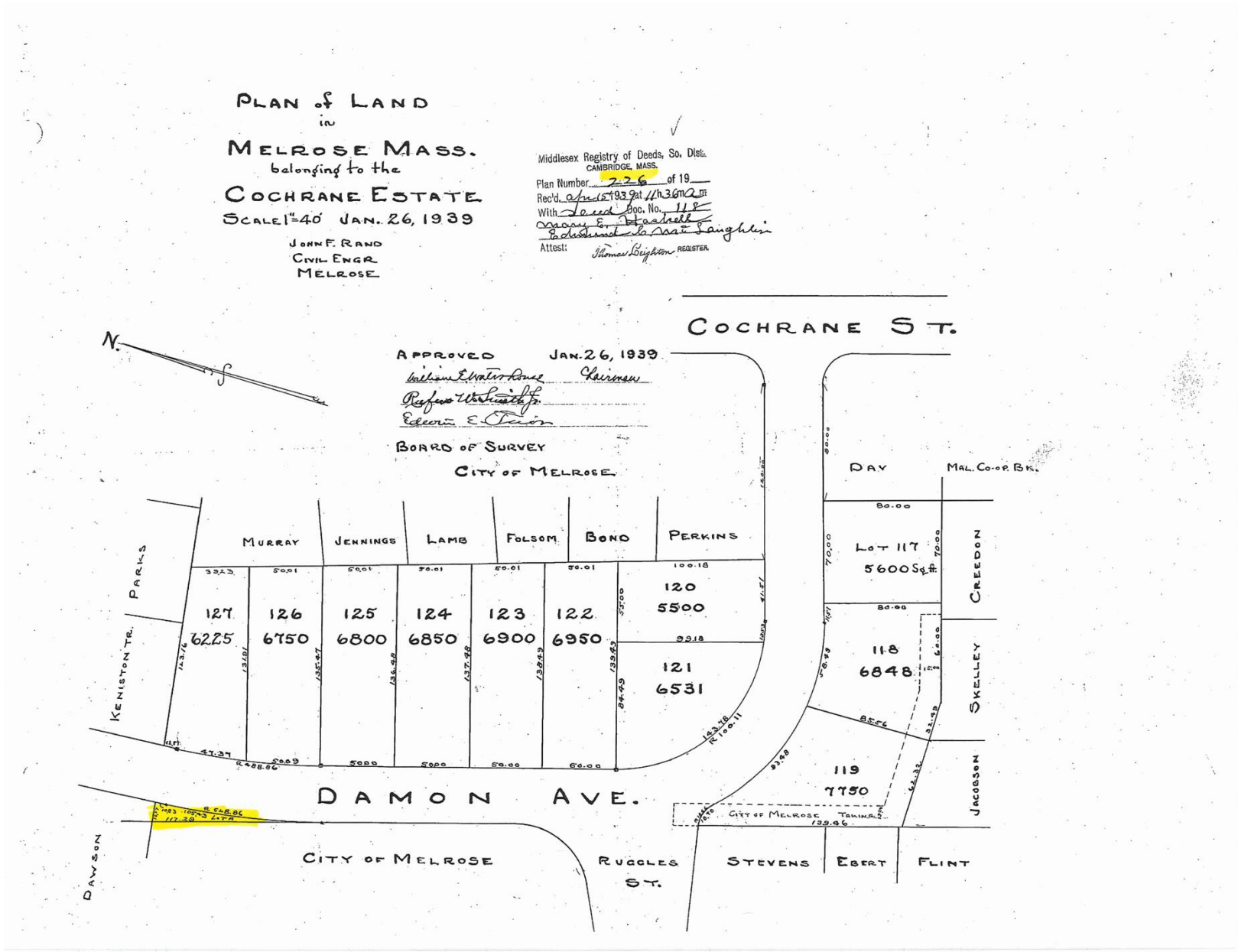
2 Brookline Federal Savings and Loan Association, formerly Coolidge Corner Co-operative Bank, a United States corporation doing business in Brookline, Norfolk County, Massachusetts, for consideration paid, grants to George Maynard Demmons of Newton, Middlesex County, Massachusetts, and Louise Kathryn Demmons, husband and wife, as tenants by the entirety, as follows, viz:- A certain lot or parcel of land with the buildings thereon situate on Austin Street in that part of said NEWTON, called Newtonville, shown as Lot #9 on a plan by E. S. Smillie, Surveyor,

BROOKLINE FEDERAL SAVS. AND LOAN ASSN.
to
DEMMONS et ux

Attachment: Solect PO PPA - City of Melrose - Horace Mann Elementary School - 20230203 (ORDER-2023-77 : Rooftop Solar Installation on



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RM 30-67 AM 11:18 205R ** 13.60

Form A-2 5M 11-65

RW 13-60

BK 11349 PG 435

# CITY OF MELROSE

*In Board of Aldermen* June 19, 1967

AN ORDER Taking premises numbered 23 Hesseltine Avenue, Lots A3 and B, adjacent to Horace Mann School, for school purposes

*Offered by Alderman* V. Edward Perkins for the Committee on Education, Health and Public Welfare

The duly elected and qualified Board of Aldermen of the City of Melrose, in the County of Middlesex, having complied with all the preliminary requirements prescribed for the purpose hereinafter set forth, and having made an appropriation of money for the purpose; and, it being necessary and desirable to acquire said land for said purpose, adopts the following order of taking:-

BE IT ORDERED

that, in accordance with the provisions of Chapter 79 of the General Laws, as amended, there be, and there hereby is, taken, on behalf of said city for school purposes, a certain parcel of land, being the premises numbered 23 Hesseltine Avenue, adjacent to the Horace Mann School, owned now, or formerly, by Charles A. Kane, and more particularly bounded and described as follows:-

SEE PLAN IN RECORD BOOK 747 11349 PAGE 435

Lot A3 - BK 131 PG 89

Beginning at a point on the easterly line of Hesseltine Avenue, said point being thirty-six and twelve one hundredths (36.12) feet from an angle in said street, and being on the dividing line between land of Andrew C. and Mary A. Williams and land of Charles A. Kane; thence easterly along land of Andrew C. and Mary A. Williams one hundred twenty-one and twenty-one one hundredths (121.21) feet to land of Leonore H. Simonds; thence northwesterly along land of Charles A. Kane one hundred sixty-two and eighty-six one hundredths (162.86) feet to land of Frank D. Rydant; thence westerly along land of said Frank D. Rydant forty-two and seventy one hundredths (42.70) feet to the easterly line of Hesseltine Avenue; thence southerly by said easterly line of Hesseltine Avenue one hundred and eight (108.00) feet to point of beginning and containing eleven thousand and eighty-eight (11,088) square feet and being Lot A3 shown on Land Court Plan 4842 F, filed with Land Court, Certificate ~~5254~~ in Book ~~131~~, Page ~~89~~. Cancelled

" 60969 " 407 " 33

Lot B

Beginning at a point on the southerly dividing line of land belonging to Frank D. Rydant, said point being forty-two and seventy one hundredths (42.70) feet easterly from the easterly line of Hesseltine Avenue; thence easterly along said dividing line fifty-eight (58.00) feet to an angle; thence northerly by land of said Frank D. Rydant sixty (60.00) feet to land of Arnold C. and Barbara J. Wilson; thence easterly along land of said Arnold C. and Barbara J. Wilson fourteen and fifty one hundredths (14.50) feet to an angle; thence northerly along land of said Arnold C. and Barbara J. Wilson sixty (60.00) feet to land of City of Melrose; thence easterly along land of City of Melrose three hundred eighty-one and sixty-nine one hundredths (381.69) feet to the westerly line of Ruggles Street; thence southerly along said westerly line of Ruggles Street five (5.00) feet to land of Ellen E. Fogg; thence westerly by land of said Ellen E. Fogg

(continued)



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BK 11349 PG436



one hundred (100.00) feet to an angle; thence southerly along land of said Ellen E. Fogg and land of Dorothy L. Lightbown, land of Raymond F. and Lucie F. Risser and land of Max Solomon, one hundred and ninety (190.00) feet to land of Irving W. and Mildred N. Bray; thence westerly along land of said Irving W. and Mildred N. Bray forty-four (44.00) feet to land of Joseph S. and Mary Nutter; thence northerly along land of said Joseph S. and Mary Nutter forty (40.00) feet to an angle; thence westerly along land of said Joseph S. and Mary Nutter fifty and twenty-five one hundredths (50.25) feet to land of Leonore H. Simonds; thence northerly along land of said Leonore H. Simonds sixty-five (65.00) feet to an angle; thence westerly along land of said Leonore H. Simonds one hundred and two (102.00) feet to land of Charles A. Kane; thence northwesterly along land of said Charles A. Kane one hundred sixty-two and eighty-six one hundredths (162.86) feet to point of beginning and containing fifty-nine thousand and forty (59,040) plus or minus square feet.

The foregoing descriptions are of two parcels of land in the City of Melrose shown on plan of same entitled, "Plan of Land in Melrose, Mass., showing land to be taken for school purposes, dated March 8, 1967, George R. Winters, Engineer and Superintendent, Melrose Public Works Department", to be recorded herewith.

The description given in this order of taking conforms to the deed of the parcel taken and the plan to be recorded herewith is a true survey of said parcel.

All trees and structures in said parcel of land are included in this taking. Interest in said land is taken in fee simple thereof.

We estimate and determine the damages sustained by the said Charles A. Kane, or his successors, in his, or their, property by reason of said taking to be in the amount of twenty-five thousand three hundred forty-two dollars and fifteen cents ($25,342.15) said amount including the sum of three hundred forty-two dollars and fifteen cents ($342.15) estimated to be equal to that portion of the tax, which it is estimated will be assessed upon said parcel in the year 1967, apportioned pro rata according to the number of days in said year after such taking. It being understood that if said Charles A. Kane is not such owner and entitled to such damages, the said award to be made to the true owner or owners.

The owner, or owners, of said land, or of any interest therein may request an offer pursuant to Section 8 A of Chapter 79 of the General Laws, of settlement of all damages for such taking within six months from the date when the right to damages vests; and may petition the Superior Court to determine their damages within two years from the date of the recording of this order of taking.

June 19, 1967
In Board of Aldermen
Ordained Roll Call
Yea 9 Nay 2
Paul J. Barter
Clerk

Passed June 19, 1967
David H. Schmidt, Jr.
President of the Board of Aldermen

Approved June 21, 1967
Paul S. Vaitses, Jr.
Mayor

Copy of Order No, 15822-A

A true copy
Attest:

Paul J. Barter, City Clerk



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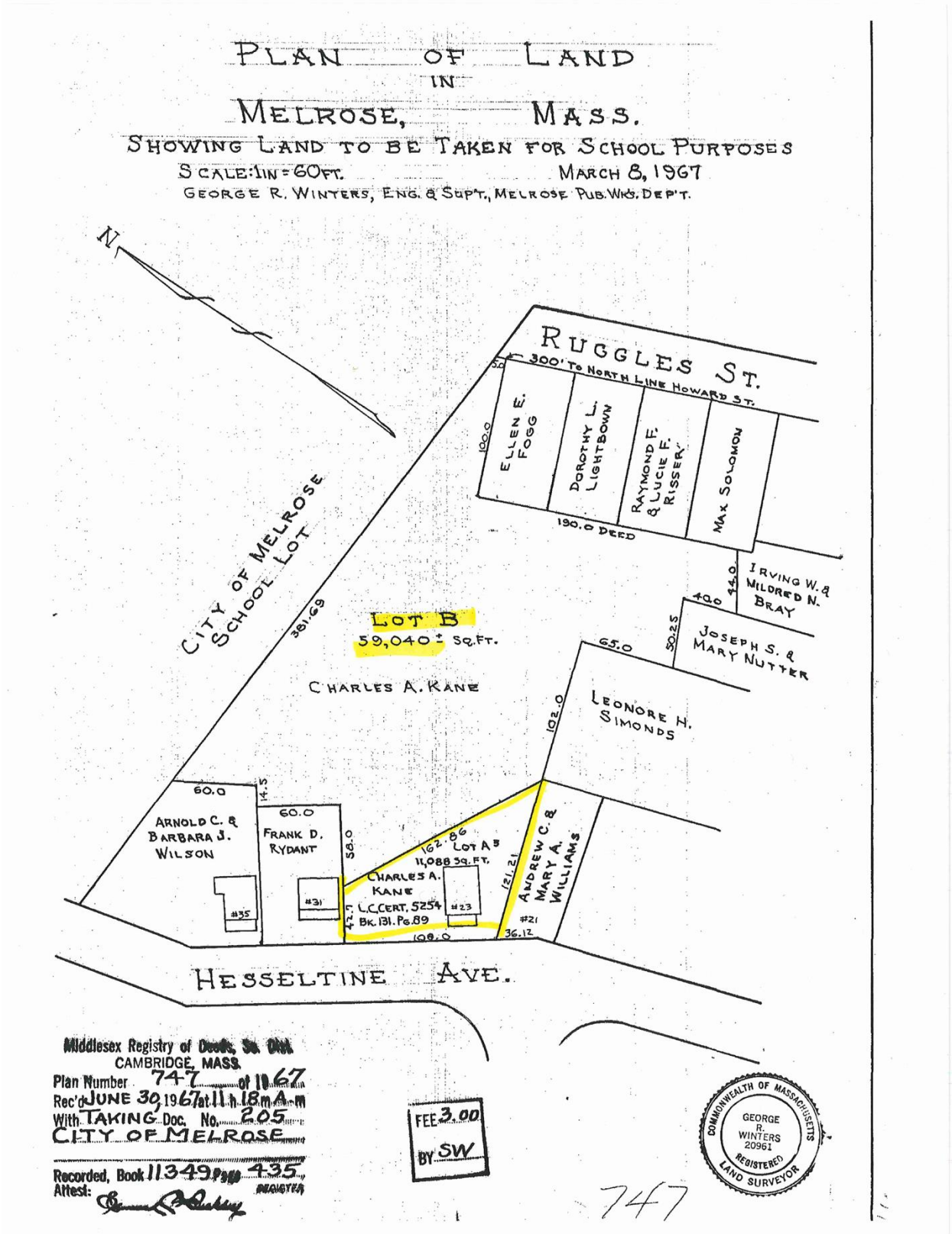




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# EXHIBIT D

## DESCRIPTION OF PREMISES

The Premises includes locations where solar equipment will be installed and accessed for construction, operation, maintenance and decommissioning as depicted on the Site Plan below (as it or the Project may be modified pursuant to the Lease).

The Premises is benefitted by the Access Rights and Easements set forth in Section 3 of the Lease including rights to combine and connect the Project to Host's existing main electric equipment and rights to interconnect the Project to the utility network.

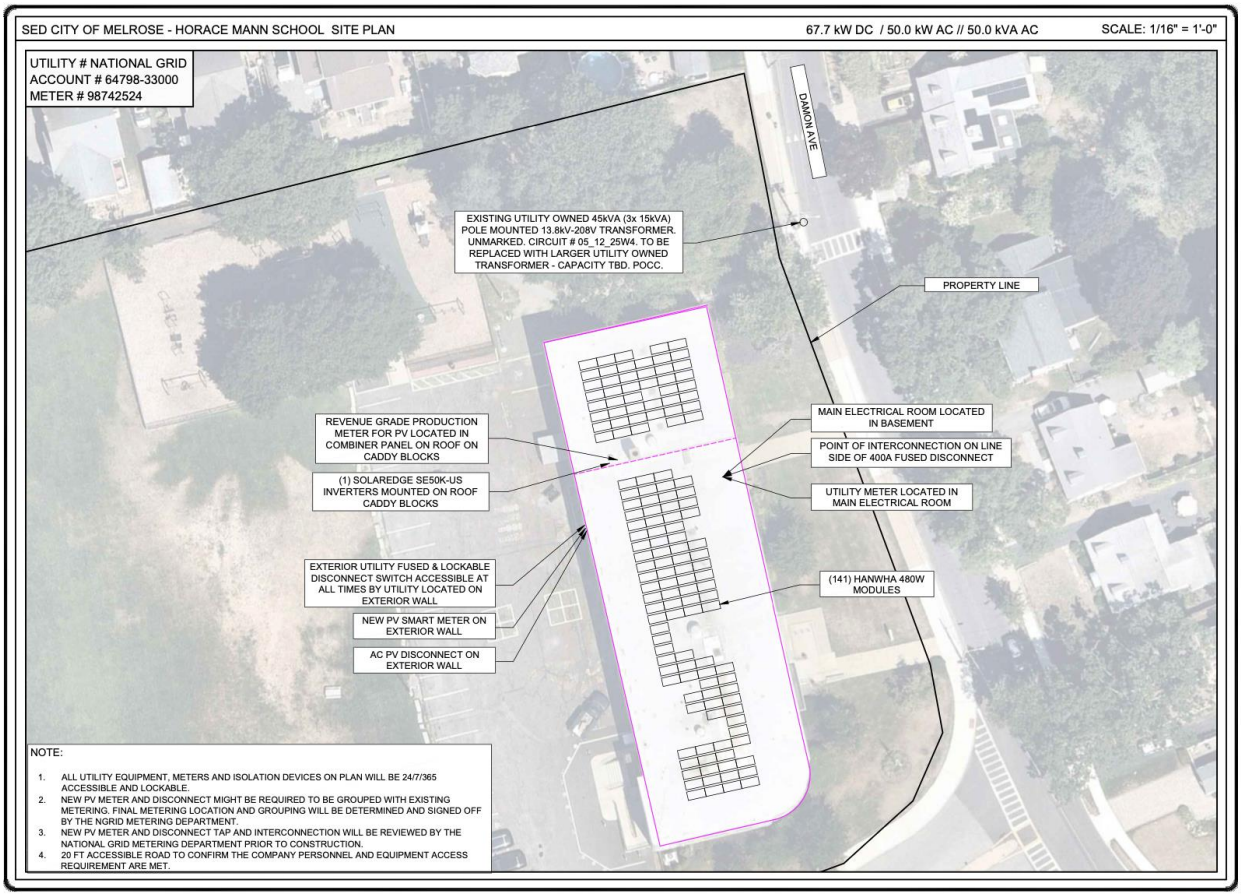


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EXHIBIT E

DESCRIPTION OF PROJECT

Point of Delivery is the Local Electric Utility's meter.

The Project will be comprised of a series of solar photovoltaic equipment and parts integrated to the main electric service at the building, behind the utility meter, and interconnected to the Local Electric Utility's electricity distribution system. Main equipment components of the Project include:

- Roughly 141 x 480W Tier 1 Solar modules or equivalent
- Roughly 1 x solar inverters or equivalent
- Ballasted roof racking systems or equivalent
- Rapid shutdown system
- Solar kWh meter and monitoring system, connected to Host-provided internet service
- Combiners, Disconnects, Conduit, Switches, Pipe and Wire, and Balance of System materials.

Equipment list may change during the course of the Project

EXHIBIT F

ESTIMATED ANNUAL PRODUCTION

Estimated Annual Production commencing on the Commercial Operation Date with respect to Project under the Agreement shall be as follows:

| Year | Estimated Production (kWh) | Year | Estimated Production (kWh) |
|---|---|---|---|
| 1 | 78,451 | 11 | 74,241 |
| 2 | 78,019 | 12 | 73,833 |
| 3 | 77,590 | 13 | 73,427 |
| 4 | 77,163 | 14 | 73,023 |
| 5 | 76,739 | 15 | 72,621 |
| 6 | 76,317 | 16 | 72,222 |
| 7 | 75,897 | 17 | 71,825 |
| 8 | 75,480 | 18 | 71,430 |
| 9 | 75,064 | 19 | 71,037 |
| 10 | 74,652 | 20 | 70,646 |

The values set forth in the table above are estimates (and not guarantees), of approximately how many kWhs are expected to be generated annually by the Project.

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# EXHIBIT G

## INSURANCE REQUIREMENTS

1. General Liability

(a) Both Host and Provider will have a minimum level of commercial general liability insurance for the term of the Power Purchase Agreement of one million dollars ($1,000,000) for each occurrence, and two million dollars ($2,000,000) in the aggregate. Insurance coverage shall be at least as broad as the Insurance Services Office (ISO) Commercial General Liability Coverage "occurrence" form, with no coverage deletions.

(b) Both the Host and Provider general liability insurance coverage shall:

(i) Be endorsed to specify that the Provider's and Host's insurance is primary and that any insurance or self-insurance maintained by the Local Electric Utility shall not contribute with it.

2. Workers' Compensation

Host will have Workers' Compensation insurance indicating compliance with any applicable labor codes, acts, laws or statutes, state or federal, at the Site where the work is performed. Employers' Liability insurance shall not be less than $1,000,000 for injury or death each accident.

3. Property Loss

Provider shall carry adequate property loss insurance on the Project which need not be covered by the Host's property coverage. The amount and terms of insurance coverage will be determined at Provider's sole discretion.

4. Additional Insurance Provisions

Host shall furnish Provider with certificates of insurance and endorsements of all required insurance, as may be reasonably requested, including for purposes of compliance with any legal or regulatory authority or Local Electric Utility affecting the Premises or operation of the Project. Insurance required by the Local Electric Utility shall not be canceled except after (30) days prior written notice has been given to the Local Electric Utility.

5. Additional Installation Contractor Requirements

Installation contractors will have valid commercial general liability, workers compensation, and business auto insurance as follows:

- Commercial general liability insurance will be in the following amounts: $1,000,000 for each occurrence and $2,000,000 aggregate.

- Workers compensation insurance or self-insurance indicating compliance with any applicable labor codes, laws or statutes, state or federal, where Installer performs work.

- Auto coverage not less than one million dollars ($1,000,000) each accident for bodily injury and property damage, and x million dollars ($1,000,000) in the aggregate.

- Excess liability insurance on an occurrence basis covering claims (on at least a following form basis) in excess of the underlying insurance for Commercial General Liability, Auto Liability and Employers' Liability with a minimum limit per occurrence of one million dollars ($1,000,000) and two million dollars ($2,000,000) in the aggregate. The amounts of insurance required for Commercial General Liability, Auto Liability, Employers' Liability and Excess Liability may be satisfied by Installer purchasing coverage in the amounts specified or by any combination of primary and excess insurance, so long as the total amount of insurance meets the requirements specified above.

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# LEASE AGREEMENT

This Lease Agreement (this "**Lease**") is entered into as of _____, 20__, (the "**Effective Date**") by and between City of Melrose ("**Host**"), and Solect Energy Development LLC ("**Provider**") a limited liability company located in Hopkinton, Massachusetts (together, the "**Parties**").

WHEREAS, Host is a member of PowerOptions, Inc. ("**PowerOptions**"), a nonprofit corporation organized under the laws of the Commonwealth of Massachusetts and the Internal Revenue Code that assists its members with procuring energy products and energy-related services for facilities they own and/or operate;

WHEREAS, Provider and PowerOptions have entered into an agreement governing the terms and conditions of Provider's participation in the PowerOptions Solar Programs;

WHEREAS, Host is the owner of the properties located and described in Exhibit A (the "**Site**" or the "**Property**") and desires to make a portion of the Site (said portion of the Site as more fully described in Exhibit B, the "**Premises**") available to Provider for the construction, operation and maintenance of a solar powered electric generating project (the "**Project"**); and

WHEREAS, Host and Provider have entered into a Power Purchase Agreement dated on or about the date hereof (as amended, modified and supplemented from time to time, the "**PPA**") describing the power sales arrangement between the Parties.

NOW, THEREFORE, in consideration of the promises, the covenants set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows.

**1. DEFINITIONS.** Certain capitalized terms used in this Lease not defined herein shall have the meanings set forth in the GLOSSARY OF TERMS attached to the PPA.

**2. TERM.**

The Term of the Lease shall begin as of the Effective Date and shall continue until 11:59 p.m. on the last day of the month in which the twentieth (20th) anniversary of the SMART Incentive Payment Effective Date occurs. Notwithstanding, in the event that the PPA is terminated prior to the otherwise applicable end of term, this Lease shall also terminate; provided, however, that in the event that the PPA terminates early pursuant to Section 20(c) of the PPA (due to Host Event of Default), and Host does not pay the Early Termination Amount to the Provider, and Provider desires to continue use of the Premises under this Lease, then the Term of this Lease shall continue until the end of the term as set forth above. This Lease may be extended in accordance with the provisions for an extension of the PPA (as more specifically set forth in Section 2 of the PPA). For greater clarity, the parties hereby confirm that Provider shall also have access rights as described in Section 3 hereof, for removal of the Project pursuant to Section 9 (Removal at End of Term) hereof.

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**3. LEASE RIGHTS.**

(a) Lease Access Specifications; Easement Rights. Host hereby grants Provider and its designees (including Installer) access to the Premises, for the Term and for so long as needed after termination to remove the Project pursuant to the applicable provisions herein, at reasonable times and upon reasonable notice (except in situations where there is imminent risk of damage to persons or property), for the purposes of designing, installing, inspecting, operating, maintaining, repairing, and removing the Project, and any other purpose set forth in this Lease (the "**Permitted Uses**"), and otherwise in accordance with the provisions of this Lease. The Premises are leased together with the following Access Rights with respect to the Site:

(i) Vehicular & Pedestrian Access. A non-exclusive easement for reasonable vehicular and pedestrian access across the Site to the Premises for the Permitted Uses. In exercising such access Provider shall reasonably attempt to minimize any disruption to activities occurring on the Site.

(ii) Utilities & Communication Cables. The right and easement to locate distribution utility and/or electrical lines, electrical equipment cables, and other related facilities, equipment and improvements across the Site. The location of any such lines and cables shall be subject to Host's approval and shall be at locations that minimize any disruption to Host's activities occurring on the Site. Access will also be provided for telephone and internet connections on the Premises for use by Provider in installing, operating and maintaining the Project.

(iii) Solar Easement. An easement to receive direct sunlight and solar energy, pursuant to which Host shall not construct new buildings or structures or install rooftop equipment, or plant new trees or vegetation of any type which now or hereafter, in Provider's reasonable opinion, may be a hazard to the Project, overshadow or otherwise block or interfere with sunlight access to the Project at all hours of the day. The solar easement granted herein includes rights of unobstructed sunlight, and in furtherance thereof, the Parties have included provisions regarding trimming of vegetation and removal of obstructions which could impair insolation of the Project.

(iv) Interconnection Easement. An exclusive right to construct, operate, maintain, reconstruct, relocate, remove, and/or repair the electric utility service infrastructure and associated wires, lines and poles and other infrastructure necessary and convenient to interconnect the Project to the Local Electric Utility electrical distribution system, across portions of the Property to be determined by the Local Electric Utility, subject to the consent of Host and Provider, such consent not to be unreasonably withheld, conditioned or delayed. Provider shall bear all costs associated with interconnection, including fees, permits, taxes and charges.

(b) Quiet Enjoyment of Premises. Host hereby leases the Premises to Provider and Provider leases the Premises from Host for the Permitted Uses for the Term. Provided that Provider remains in compliance with its obligations under this Lease, Provider shall lawfully and

quietly have, hold, occupy and enjoy the Premises, use of the Easements and Access Rights, and any other rights granted by this Lease twenty-four hours a day, seven days a week, for the entire Term free of any claim of any person of superior title thereto without hindrance, interruption, suit, or interference of any kind by Host or any other person or entity claiming (whether at law or in equity) by, through, or under Host.

(c) Access to Premises. For the Term of this Lease, Host hereby grants to Provider the rights necessary for Provider to use and occupy portions of the Premises for the installation, operation, maintenance, repair, and removal of the Project pursuant to the terms of this Lease, including ingress and egress rights to the Premises for Provider and its employees, contractors and subcontractors and access to electrical panels and conduits to interconnect or disconnect the Project with the Premises' electrical wiring. Host hereby covenants that (i) Provider shall have access to the Premises and Project during the Term of this Lease and for so long as needed after termination to remove the Project pursuant to the applicable provisions herein, and (ii) Host shall not interfere or handle any Provider equipment or the Project without written authorization from Provider; provided, however, that Host shall at all times have access to and the right to observe the Installation Work or Project removal.

(d) No Interference. Host agrees not to conduct activities on, in or about the Property that have a reasonable likelihood of causing damage or impairment to, or otherwise adversely affecting, the Project. Host shall take reasonable steps to limit access to the Project to prevent theft, damage, vandalism and injury. Host and Provider agree to cooperate to determine if any commercially reasonable security measures are required at the Property. Provider shall have the right to provide and install such reasonable security measures, as Host and Provider deem in their reasonable discretion, are or may be necessary for the protection of the Project or to prevent injury or damage to persons or property, subject in all cases to Host's normal security procedures and Provider's Access Rights.

(e) Storage Space. Host shall provide temporary space at the Property for the storage and staging of tools, materials and equipment and for the parking of construction crew vehicles and temporary construction trailers and facilities reasonably necessary during the Installation Work, service events during the Term, or Project removal, and access for rigging and material handling. Provider shall be responsible for providing shelter and security for stored items during construction and installation.

(f) Recording. Provider may record a Notice of this Lease in substantially the same form attached hereto as Exhibit C in the land records regarding its Access Rights under this Lease.

**4. HAZARDOUS MATERIALS; SITE SECURITY; SITE CONDITIONS.**

(a) Hazardous Materials. Provider and Installer are not responsible for any Hazardous Materials encountered at the Site except to the extent introduced and negligently released by Provider or Installer. Upon encountering any Hazardous Materials, Provider and Installer will stop work in the affected area and duly notify Host and, if required by Applicable Law, any Governmental Authority with jurisdiction over the Site. Upon receiving notice of the presence of suspected Hazardous Materials at the Site, Host shall take all measures required by Applicable



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Law to address the Hazardous Materials discovered at the Site. Host may opt to remediate the Site so that the Project may be installed on the Site, or determine that it is not economically justifiable or is otherwise impractical to remediate the Site, in which case Host and Provider may agree upon a different location for the Project whereupon such replacement location shall be the Site for purposes of this Lease. Provider and Installer shall be obligated to resume work at the affected area(s) of the Site only after Host notifies Provider and Installer that Host has complied with all Applicable Laws, and causes to be delivered to Provider from an authorized Governmental Authority or a qualified independent expert a written certification that (i) remediation has been accomplished as required by Applicable Law and (ii) all necessary approvals have been obtained from any Governmental Authority having jurisdiction over the Project or the Site. Host shall reimburse Provider for all additional costs incurred by Provider or Installer in the installation of the Project resulting from the presence of and/or the remediation of Hazardous Materials, including demobilization and remobilization expenses. Notwithstanding the preceding provisions, Host is not responsible for any Hazardous Materials introduced to the Site by Provider or Installer and released as a result of the negligence of Provider or Installer, nor is Host required to remediate an affected area if such remediation is deemed to be economically unjustifiable or otherwise impractical.

(b) Site Security. Host will provide security for the Project to the extent of its normal security procedures, practices, and policies that apply to the Property. Host will advise Provider immediately upon observing any damage to the Project. Upon request by Provider, such as Provider receiving data indicating irregularities or interruptions in the operation of the Project, Host shall, as quickly as reasonably practicable, send a person to observe the condition of the Project and report back to Provider on such observations. Notwithstanding anything to the contrary, except in the case of gross negligence or willful action/inaction on the part of Host's security, Provider shall bring no claim against Host based upon performance of Host's security personnel.

(c) Host shall not be required to make any repairs or alterations in or to the Site, except as follows: Complete roof replacement that will be "Solar Ready" prior to Project installation.

(d) The Parties agree that Provider shall not be liable for any conditions on the Site arising from or related to acts or omissions occurring prior to the Effective Date, except to the extent arising from or related to Provider's negligence or willful misconduct or to the extent that such conditions on the Site are exacerbated by the Provider or Installer.

## 5. CONSTRUCTION; OPERATION OF PERMITTED USES; ROOF.

(a) Provider and its contractors, agents, consultants, and representatives shall have reasonable access at all reasonable times to the Site for the Permitted Uses, and to any documents, materials and records of Host relating to the Site that Provider reasonably requests in conjunction with these activities. Provider, and its contractors, agents, consultants and representatives shall comply with Host's reasonable safety and security and operational procedures (as may be promulgated from time to time), and Provider and its contractors, agents, consultants and representatives shall conduct such activities in such a manner and at such a time and day as to cause minimum interference with Host's activities at the Site.



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(b) Provider shall operate, maintain, and repair the Project in a manner that will not obstruct or interfere with Host's use of the Site or the rights of any other occupants of the Site, to the extent such rights are disclosed to Provider.

(c) For rooftop projects only:

(i) Provider shall install the Project in a manner that will not void the roof warranty, provided Host has provided such warranty, in writing

(ii) The Parties agree to the following with respect to repairs to the roof to be made prior to the commencement of construction: Host shall perform complete roof replacement that will be "Solar Ready" prior to Project installation.

(d) Host has provided to Provider Host's available records of the physical condition of the Premises which, to the best of Host's knowledge, are complete and correct. If it is discovered that the actual site conditions on part of, or on the entire Premises upon which all or part of the Project is to be installed, are materially different from the information provided by Host, then the Parties shall negotiate in good faith to adjust the rates payable by Host in order to compensate Provider for the cost of design and construction changes and delays incurred to adapt the Project to the unknown conditions and, if the parties cannot agree to a good faith rate adjustment after thirty (30) days, Provider shall have the right to terminate this Lease and the PPA.

(e) Except with the prior express written consent of Host, Provider shall not use the Premises for any use other than the Permitted Uses.

(f) During the course of construction and completion of the Project and any substantial alteration thereto, Provider shall maintain all plans, shop drawings, and specifications relating to such construction which Host, its agents or representatives may examine at reasonable times upon reasonable prior notice for the purpose of determining whether the work conforms to the PPA and this Lease.

(g) Host has been informed by Provider and acknowledges that the presence of and construction and operation of the Project and other activities related to the development, operation and decommissioning of the Project may potentially result in some nuisance to Host, such as visual impact. Host hereby accepts such nuisance and waives any right that Host may have to object to such nuisance and Host releases Provider from any claims Host may have with respect to any such nuisance, provided the Project as built is consistent with the site plan and specifications attached hereto, as amended from time to time, or otherwise approved by Host, which approval shall not be unreasonably withheld, conditioned or delayed.

(h) For rooftop projects only, Host shall, at its sole cost and expense, throughout the Term, maintain, repair and replace in a good and workmanlike manner as and when necessary, the building on which the Project is installed, including all building structural portions, and portions of the Property subject to Access Rights. Host shall perform all maintenance, repairs and replacements required under this subsection (h) (collectively, the "**Maintenance**") promptly after



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Host learns of the need for such Maintenance, but in any event within thirty (30) days after Provider gives written notice to Host of the need for such Maintenance, and shall coordinate any Maintenance with Provider if such Maintenance requires access to the Premises; provided, however, that in cases of emergency, Host shall perform Maintenance as soon as reasonably practicable after it learns of the need for such Maintenance. Host shall reimburse Provider for any damage to the Project caused by Host's Maintenance activities.

(i) Provider covenants and agrees to perform all work, including the construction, alteration (if permitted), repair and maintenance of the Project in a good and workmanlike manner and in such a way as to minimize noise, dust and interference with the operation, use and enjoyment of the Property by Host, or by other tenants, visitors or users of the Property.

(j) Provider shall, at Provider's expense, comply with all laws and regulations applicable to Provider's installation and operation of the Project at the Property, and shall be responsible for obtaining all permits or approvals required by any applicable authority in order to construct and operate the Project, and to comply, at all times during the term of this Lease, with all such permits and approvals.

(k) Provider covenants and agrees to keep the Project in good order, repair and condition throughout the Term, and to promptly and adequately repair all damage to the Premises and the Property caused by Provider or the Project. During the Term, any and all installation and construction work performed on the Property by Provider shall be conducted in a manner to comply with any requirements of any roof warranty delivered to Provider by Host (provided, however, in the event of a roof warranty that is not existing as of the Effective Date, Provider shall comply with such requirements to the extent that they do not interfere with Provider's use of the Project).

(l) Provider shall not bring into or install or keep on the Premises, any objects, including the Project, the weight of which, singularly or in the aggregate, would exceed the maximum load per square foot of the building and/or roof of the building and taking into account snow loads and all other equipment located on the roof, as required by local building code. Provider shall engage an engineer licensed and qualified where the Project is located to certify the same to Host before Provider shall install, affix or place any part of the Project upon the Premises, with a copy of such certification to be provided to the Host.

(m) The Provider shall not make any alterations, improvements and/or additions to the Site, except as shown on the plans approved by Host as of the Effective Date, without first obtaining, in each instance, the written consent of the Host, which consent shall not be unreasonably withheld, delayed or conditioned.

(n) Provider acknowledges and agrees that the Premises are being leased by Provider in their condition as of the delivery date, "As Is," without representation or warranty except for the express representations and warranties made by Host in this Lease and in the PPA, and Provider hereby waives any implied warranty that the Site is habitable or suitable for Provider's intended purposes or any other particular purpose. Provider acknowledges that Provider has inspected the Premises, and that by commencing construction of the Project, Provider will be deemed to have



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found the same satisfactory. Provider agrees that Host is under no obligation to perform any work or provide any materials to prepare the Premises for Provider, except as set forth in Section 4(c) of this Lease.

**6. RENT.** In lieu of monetary rent, the consideration for this Lease is the terms of the PPA.

**7. INTENTIONALLY OMITTED.**

**8. PERMITS, OWNERSHIP OF PROJECT, LIENS, MORTGAGES.**

(a) Permits. Provider shall pay for and obtain all approvals from governmental entities necessary for the construction and operation of the Project, including land use permits, building permits, demolition and waste disposal permits and approval. Host shall cooperate in good faith with Provider and shall execute any such applications promptly upon request by Provider, and shall not unreasonably oppose or interfere with Provider in such regard. Provider shall provide Host with copies of all permits obtained in the approval process of the Project.

In furtherance of the above, Host hereby authorizes Provider to file with such federal, state and local authorities as Provider deems appropriate, and in the name of Host, Provider or both, as Provider deems appropriate (i) one or more applications to obtain any zoning relief regarding the Property or portions thereof as may be necessary and/or desirable to develop, construct and operate the Project on the Premises; and (ii) one or more applications to obtain construction, use or occupancy permits for the Project or any portion thereof.

(b) Project Ownership. Provider or Financing Party shall be the legal and beneficial owner of the Project at all times. The Project is personal property and shall not attach to or be deemed a part of, or fixture to, the Site. The Project shall at all times retain the legal status of personal property as defined under Article 9 of the Uniform Commercial Code. Host covenants that it will place all persons having an interest in or lien upon the real property comprising the Premises, on notice of the ownership of the Project and the legal status or classification of the Project as personal property. Host and/or Provider shall make any necessary filings to disclaim the Project as a fixture of its respective Premises and Site in the appropriate Land Registry to place all interested parties on notice of the ownership of the Project by Provider.

(c) Liens. To the extent permitted by Applicable Law, each Party shall not directly or indirectly cause, create, incur, assume or suffer to exist any mortgage, pledge, lien, (including mechanics', labor or materialman's lien), charge, security interest, encumbrance or claim of any nature, including claims by governmental authorities for taxes (collectively referred to as "Liens" and each, individually, a "Lien") on or with respect to the interests of the other in the Site, the Premises, and the Project, and in the Access Rights granted hereunder. Provider shall, to the extent allowed under Applicable Law, have Installer execute lien waivers with respect to any mechanic's or materialman's lien against Host's interest in the Site. If permitted under Applicable Law, Host will post notices of non-responsibility to notify Installer and others that Host is not responsible for work performed on the Project. Each Party shall promptly notify the other of the imposition of a Lien on the property interests of the other Party, and shall promptly discharge such lien, provided however, that a Party may seek to contest the amount or validity of any Lien affecting the property



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of the other Party, provided it timely complies with all procedures for contesting such Lien, posts any bond or other security necessary under such procedures, and if such procedures do not require the posting of security, the Party establishes for the benefit of the other Party a deposit, letter of credit, or other security acceptable to the other Party to indemnify the other Party against any Loss which could reasonably be expected to arise if such Lien is not removed or discharged.

(d) Non Disturbance Agreements. Host shall pay for and obtain all consents required for it to enter into and perform its obligations under this Lease from its lenders, landlord, tenants, and any other persons with interests in the Site. If there is any mortgage, deed of trust, fixture filing or ground lease or similar encumbrance (a "**Mortgage**," and the holder thereof from time to time the "**Holder**") encumbering the Property, whether executed and delivered prior to or subsequent to the date of this Lease, Host shall, promptly upon request of Provider, use commercially reasonable efforts to cause the Holder of any such Mortgage to enter into a mutually agreeable nondisturbance agreement, which provides that (i) this Lease is subordinate to the Mortgage (unless the Holder shall elect otherwise); (ii) in the event that the Holder or any other party shall succeed to the interest of Host (such Holder or other party, a "Successor"), at the election of the Holder or Successor, Provider shall attorn to the Holder or Successor and this Lease shall continue in full force and effect between the Holder or Successor and Lessee; (iii) in the event of foreclosure of the Mortgage, so long as the Provider is not in default with the Lease after any applicable cure period, Holder agrees to recognize the rights of the Provider under this Lease, including Provider's Access Rights and the priority of Provider's (and/or Financing Party's rights ) in the Project; and (iv) Holder or Successor recognizes that the ownership of the Project remains in Provider and acknowledges that the Project is personal property of Provider. Such nondisturbance agreement shall be substantially in the form attached hereto as Exhibit D or in the form customarily used by Holder, and it shall be recorded, at Host's expense, in the appropriate Land Registry. If Host is the fee owner of the Premises, Host consents to the filing of a disclaimer of the Project as a fixture of the Premises in the Land Registry. If Host is not the fee owner, Host will obtain such consent from such owner of the Premises.

## 9. REMOVAL AT END OF TERM.

Subject to Host's exercise of its purchase option under Section 9(a) or 9(b) of the PPA, upon the expiration or earlier termination of the Lease, Provider shall, at Provider's expense, remove all of its tangible property comprising the Project from the Premises on a mutually convenient date but in no case later than one hundred eighty (180) days after the Expiration Date, which may be extended on a day to day basis if the circumstances warrant and are agreeable to the Parties. The Premises shall be returned to its original condition except for ordinary wear and tear. If the Project is to be located on a roof, then in no case shall Provider's removal of the Project affect the integrity of Host's roof, which shall be as leak proof as it was prior to installation of Project (other than ordinary wear and tear). For purposes of Provider's removal of the Project, Host's covenants pursuant to Section 3 (Lease Rights) and Section 16 (Representations and Warranties) shall remain in effect until the date of actual removal of the Project. Provider shall leave the Premises in neat and clean order. If Provider fails to remove or commence substantial efforts to remove the Project by such agreed upon date, Host shall have the right, at its option, to remove the Project to a public warehouse and restore the Premises to its original condition (other than ordinary wear and tear) at Provider's reasonable cost.



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**10. RELOCATION; CLOSURE OR SALE OF SITE.**

Sections 10(c) (Relocation) and 10(e) (Sale of Site) of the PPA are incorporated as if fully set forth herein, and any references to the PPA shall apply to the Lease as used therein.

**11. TAXES.**

Section 11 of the PPA is incorporated as if fully set forth herein, and any references to the PPA shall apply to the Lease.

**12. INSURANCE.**

Section 12 of the PPA is incorporated as if fully set forth herein, and any references to the PPA shall apply to the Lease as used therein.

**13. COOPERATION; SOLAR ACCESS; FUTURE IMPROVEMENTS; RIGHT TO INSPECT AND ENTER.**

(a) Cooperation. Section 13(a) of the PPA is incorporated as if fully set forth herein, and any references to the PPA shall apply to the Lease as used therein. Additionally, Host shall execute and deliver to Provider and/or the Local Electric Utility any agreements required by Local Electric Utility for the interconnection of the Project with the Local Electric Utility's distribution system.

(b) Host to Not Restrict Solar Access. Host, or any lessee, grantee, invitee or licensee of Host, shall not erect any structures on, or make other modifications to, or plantings on, or engage in any activities on, the Site which will interfere with the construction, operation or maintenance of, or solar access of, the Project. Further, Host shall maintain the Premises in a manner which allows for full unobstructed passage of sunlight to the Project, including removing or trimming vegetation or other objects causing shading of the Premises. Provided, however, for rooftop projects, Host may construct, reconstruct, modify, or alter the Premises so long as such activities do not interfere (including shading) with the operation of the Project. Host's failure to comply with its obligations in this section 13(b) shall be a material breach. Provided, however, Host shall have thirty (30) days to cure such breach.

(c) Provider's Right to Remove. The parties hereby acknowledge that Provider shall have the right (but shall not be obligated) to trim or remove, at Host's reasonable cost, any trees or other vegetation now or hereafter on the Site which now or hereafter in the reasonable opinion of Provider may overshadow or otherwise block or interfere with access of sunlight to the Project.

(d) Adjoining Properties. If Applicable Law and existing easements do not ensure that structures or plantings on adjoining property will not interfere with the solar access for the Project, then Host and Provider shall use commercially reasonable efforts to obtain from owners of adjoining properties any easements reasonably necessary to protect the solar access of the Project. Such easements shall run for the benefit of both Host and Provider. Provider shall pay for the

expense of obtaining such easements, including payments to property owners and legal costs, but the rates payable by Host for electric energy from the Project shall be increased by an amount sufficient for Provider to fully amortize such costs, over a period equal to the lesser of (i) five years or (ii) the remaining term of this Lease without regard to Host's option to purchase the Project.

(e) Right to Inspect and Enter. Host and its agents, consultants, and representatives shall have reasonable access to the Premises at all reasonable times, subject to Provider's reasonable safety, security, and operational rules and, except for emergency situations, subject to Provider's consent which shall be obtained at least 5 business days prior and such consent not to be unreasonably withheld, conditioned or delayed, to inspect the Premises for the purpose of ascertaining its condition and to carry out such maintenance and repairs to Host's property and equipment as may be required; provided, however, that such access shall not interfere with Provider's performance of its obligations hereunder; and provided, further, that neither Host nor any of its agents, employees, consultants, contractors or representatives shall operate, touch or perform any repair or maintenance to the Project.

**14. PRESS RELEASES AND CONFIDENTIALITY.**

Section 14 of the PPA is incorporated as if fully set forth herein, and any references to the PPA shall apply to the Lease as used therein.

**15. INDEMNIFICATION.**

Section 15 of the PPA is incorporated as if fully set forth herein, and any references to the PPA shall apply to the Lease as used therein.

**16. REPRESENTATIONS AND WARRANTIES.**

Section 16 of the PPA is incorporated as if fully set forth herein, and any references to the PPA shall apply to the Lease as used therein.

**17. FORCE MAJEURE; CASUALTY.**

Section 17 of the PPA is incorporated as if fully set forth herein, and any references to the PPA shall apply to the Lease as used therein.

**18. INTENTIONALLY OMITTED.**

**19. PROVIDER DEFAULT AND HOST REMEDIES.**

(a) Section 19(a) (Provider Events of Default) of the PPA is incorporated as if fully set forth herein, and any references to the PPA shall apply to the Lease as used therein.

(b) Remedies. Upon the occurrence of a Provider Event of Default, Host may, at its option, terminate this Lease, and shall be entitled to exercise any and all rights and remedies available under this Lease, at law or in equity.



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**20. HOST DEFAULT AND PROVIDER REMEDIES.**

(a) Section 20(a) (Host Events of Default) of the PPA is incorporated as if fully set forth herein, and any references to the PPA shall apply to the Lease as used therein.

(b) Remedies. Upon the occurrence of a Host Event of Default, Provider may, at its option, terminate this Lease, and shall be entitled to exercise any and all rights and remedies available under this Lease, at law or in equity.

**21. COLLATERAL ASSIGNMENT, FINANCING PROVISIONS.**

Section 21 of the PPA is incorporated as if fully set forth herein, and any references to the PPA shall apply to the Lease as used therein.

**22. LIMITATIONS ON DAMAGES.**

Section 22 of the PPA is incorporated as if fully set forth herein, and any references to the PPA shall apply to the Lease as used therein.

**23. DISPUTE RESOLUTION.**

Section 23 of the PPA is incorporated as if fully set forth herein, and any references to the PPA shall apply to the Lease as used therein.

**24. NOTICES.**

Section 24 of the PPA is incorporated as if fully set forth herein, and any references to the PPA shall apply to the Lease as used therein.

**25. MISCELLANEOUS.**

Section 25 of the PPA is incorporated as if fully set forth herein, and any references to the PPA shall apply to the Lease as used therein.

(rest of page left blank intentionally – signatures appear on next page)



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IN WITNESS WHEREOF, intending to be legally bound hereby, Provider and Host have executed this Lease as of the date first set forth above.

**Solect Energy Development LLC, a Massachusetts limited liability company**

By: _____

Name (printed): _____

Title: _____

**HOST, City of Melrose**

By: _____

Name (printed): Paul Brodeur_____

Title: Mayor, City of Melrose_____

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EXHIBIT A to Lease Agreement

DESCRIPTION OF SITE

**Property Description:** The real property located at 40 DAMON AVE, Melrose, MA described below (the "Property").

For Landlord's title see Deed recorded with the Middlesex South Registry of Deeds/Land Records in Book 5321, Page 221, and in Book 6575, Page 390, and in Book 11349, Page 435.

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shown on Plan of Land in Melrose, Mass., belonging to City of Melrose and Clara M. Shepherdson, Frank Emerson, Engineer and Superintendent of Public Works, August 20, 1928, to be recorded herewith, together with all rights of the grantor in that part of said Ell Pond included between the extensions of the northerly and southerly boundary lines of the granted premises. WITNESS my hand and seal this day of January 25th, 1929. Clara M. Shepherdson (seal) COMMONWEALTH OF MASSACHUSETTS. Middlesex ss. January 25th, 1929. Then personally appeared the above named Clara M. Shepherdson and acknowledged the foregoing instrument to be her free act and deed, before me, George W. Rogers, Notary Public. (Notarial seal) My commission expires April 1st, 1932. - - - - - - - - - - - - - - - - -

Middlesex ss. Jan. 26, 1929. 11h. 4m. A.M. Rec'd & Recorded.

SEE PLAN NO. 72 OF 1929

CITY OF MELROSE TAKING

CITY OF MELROSE. In Board of Aldermen, December 28, 1928. Offered by Alderman Mary L. Barrows. BE IT ORDERED WHEREAS, public necessity and convenience require that the parcel of land hereinafter described be taken for school purposes, and a proper appropriation therefor has been made; and WHEREAS all parties interested have been notified and a hearing had in accordance with the law; NOW, THEREFORE, the City of Melrose hereby takes in fee for school purposes the following parcel of land situated in said MELROSE and bounded and described as follows: Beginning at a point on the easterly line of Hesseltine Avenue, said point being a cedar stake eighty-eight and twenty-four one-hundredths (88.24) feet north from an angle in said Hesseltine Avenue; thence turning, including an angle of 106° 57', and running easterly over land of Ruggles six hundred and fifty-seven one-hundredths (600.57) feet to land of Watkins; thence easterly, including an angle of 159° 43' 30", by said land of Watkins sixty-three and twenty-eight one-hundredths(63.28) feet to land now or late of Cochrane; thence northerly by said land of Cochrane three hundred seventy-two and ninety-six one-hundredths(372.96) feet to a drill hole; thence turning, including an angle of 97° 56' 57" and running westerly by land now or late of said Cochrane four hundred eighty-five and sixty-two one-hundredths (485.62) feet to land of O'Connell; thence southerly by lands of O'Connell and of MacKeil one hundred ten (110) feet; thence westerly by land of said MacKeil one hundred (100) feet to said easterly line of Hesseltine Avenue; thence southerly along said easterly line of Hesseltine Avenue eighty-seven and twenty-four one-hundredths (87.24) feet to said stake, and point of beginning, containing one hundred twenty-eight thousand two hundred and twelve

See plan opposite



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(128,212) square feet more or less. The above description is of a parcel of land situated east of Hesseltine Avenue, and is intended to conform with a plan of the same made by Frank Emerson, Engr. & Supt. Public Works of the City of Melrose, dated December 1, 1928, to be recorded herewith. No betterments are to be assessed in respect to this taking. No trees upon the said land nor any structures affixed thereto are included in this taking, and if there be any trees or structures upon said land, the owner thereof is hereby allowed ten days in which to remove the same. So far as known to this Board, Charles E. Ruggles is the owner of land hereby taken, and damages are hereby awarded to said owner in the sum of $8000.00. Passed Dec. 28, 1928. Alfred C. Malm, President of the Board of Aldermen. Dec. 28/1928. In Board of Aldermen. Ordained R. C. 9-0. Dec.31.'28. Victor C. Kirmes, Clerk. Order 18566-B. Approved. Albert M. Tibbetts, Mayor. - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - -

Middlesex ss. Jan. 26, 1929. 11h. 4m. A.M. Rec'd & Recorded. "Dec. 31,'28" interlined.

CITY OF MELROSE TAKING

CITY OF MELROSE. In Board of Aldermen, December 17th, 1928. Offered by Alderman Milano for the Highway Committee. BE IT ORDERED WHEREAS, public necessity and convenience requires that a public street or way should be laid out and constructed upon the parcel of land hereinafter described, and WHEREAS, all parties interested have been duly notified and a hearing had, in accordance with law, NOW, THEREFORE, the City of Melrose hereby takes for highway purposes the following parcel of land situated in said MELROSE and bounded and described as follows, to wit:- Beginning at a point on the easterly line of Wentworth Road, said point being sixteen (16) feet southerly from the dividing line of Lots 41 and 42 on a plan to be recorded herewith; thence north and easterly by a curve, radius one hundred nineteen and seven one-hundredths (119.07)feet, bearing to the right one hundred fifteen and eighty-nine one-hundredths (115.89) feet; thence easterly on a tangent to said curve one hundred twenty and nine one-hundredths (120.09) feet to the southerly line of Pine Street, as accepted; thence westerly on said southerly line of said Pine Street eighty-two and thirty-three one-hundredths (82.33) feet; thence northerly on the westerly end of said Pine Street, as accepted, thirty (30) feet to the northerly line of said Pine Street as accepted; thence westerly on the prolongation of said northerly line of Pine Street seventy-three and forty one-hundredths (73.40) feet to a curve; thence by said curve, radius eight and ninety-three one-hundredths (8.93) feet, bearing to the right eighteen and forty-six one-hundredths (18.46) feet

See plan opposite SEE PLAN NO. 73 OF 1929



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the same becomes due notwithstanding any license or waiver of any prior breach of condition shall make the whole of the balance of said principal sum immediately due and payable at the option of the holder hereof. For any breach of the statutory condition or for any breach of any condition of this mortgage the Mortgagee shall have the statutory power of sale. In the event the ownership of the mortgaged premises, or any part thereof, becomes vested in a person other than the Mortgagor, the Mortgagee may, without notice to the Mortgagor, deal with such successor or successors in interest with reference to the mortgage and the debt hereby secured, in the same manner as with the Mortgagor, without in any way vitiating or discharging the Mortgagor's liability hereunder or upon the debt hereby secured. No sale of the premises hereby mortgaged and no forbearance on the part of the Mortgagee and no extension of the time for the payment of the debt hereby secured given by the Mortgagee shall operate to release, discharge, modify, change or affect the original liability of the Mortgagor herein, either in whole or part. Wherever the words Mortgagor and Mortgagee are used herein they shall include their several heirs, executors, administrators, successors, grantees and assigns subject to the limitations of law and of this instrument, and if the context requires, the words Mortgagor and Mortgagee and the pronouns referring to them shall be construed as plural, neuter or feminine. In case this loan is paid in full within one year from the date hereof, the Bank reserves the right to charge interest thereon for sixty days beyond the date of repayment. WITNESS my hand and seal this 27th day of January 1942 John L. Donovan . THE COMMONWEALTH OF MASSACHUSETTS Middlesex,ss. Arlington, January 27, 1942. Then personally appeared the above-named John L. Donovan and acknowledged the foregoing instrument to be his free act and deed, before me, John G. Brackett Justice of the Peace My commission expires October 5, 1945. - - - - - - - - - - - - - - - - - - - - - - - - - -

Middlesex ss. Jan. 28, 1942. 8h. 30m. A.M. Rec'd & Recorded.

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CITY OF MELROSE TAKING

CITY OF MELROSE In Board of Aldermen Jan. 19,1942

AN ORDER Taking of land on Damon Avenue for School Purposes. (Hesseltine Avenue School Lot)

Offered by Alderman Chester M. Cummings WHEREAS, public necessity and convenience require that the parcel of land hereinafter described shall be taken for school purposes. NOW, THEREFORE, the Board of Aldermen of the City of Melrose, acting for, and in behalf of, the said city under the provisions of Chapter 79 of the General Laws of the Commonwealth of Massachusetts, and all acts in amendments thereof or additional thereto, and under every other power it hereto enabling, hereby takes in

Attachment: Solect PO Lease - City of Melrose - Horace Mann Elementary School - 20230203 (ORDER-2023-77 : Rooftop Solar Installation on

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fee for school purposes a certain parcel of land, now or formerly owned by Clarence Cochrane et al, and bounded and described as follows: Beginning at a point on the westerly line of Damon Avenue, said point being the P. C. of a curve and being one hundred thirty-three and sixty-eight one-hundredths (133.68) feet northerly from the P. C. at Ruggles Street; thence by said curve, radius five hundred twenty-eight and eighty-six one-hundredths (528.86) feet, bearing northerly and to the left one hundred five and forty-three one-hundredths (105.43) feet to a point on the westerly line of said Damon Avenue; thence northerly by said westerly line of Damon Avenue ten and eighty-three one-hundredths (10.83) feet to land now or formerly of Dawson; thence westerly by said land of Dawson twelve and seventy-seven one-hundredths (12.77) feet to land of the City of Melrose; thence southerly by land of said City of Melrose one hundred seventeen and twenty-nine one-hundredths (117.29) feet to the P. C. of a curve and point of beginning. The above description is of a parcel of land of Damon Avenue, known as Lot (A) and shown on plan entitled, "Plan of Damon Avenue in Melrose, Mass., dated January 26, 1929, John F. Rand C.E.", and recorded in the Middlesex South Registry of Deeds, Book 6285 Page 382. All structures and trees upon said parcel of land are included in this taking. No betterments are to be assessed for this improvement. The question of damages sustained by the owner or owners of the land taken in accordance with the foregoing having been duly considered, it is hereby determined that no damages have, or will be, sustained by reason of said taking and, therefore, none are awarded.

Jan. 19, 1942
In Board of Aldermen
Ordained Roll Call
Yea 9 Nay 0
Raymond H. Greenlaw
Clerk

Passed Jan. 19, 1942
Herman A. Black
President of the Board of Aldermen

Jan. 21, 1942
Approved
Carl A. Raymond
Mayor

Copy of Order No. 5325

A true copy, attest: Raymond H. Greenlaw City Clerk. (Corporate seal)

Middlesex ss. Jan. 28, 1942. 9h. 27m. A.M. Rec'd & Recorded.

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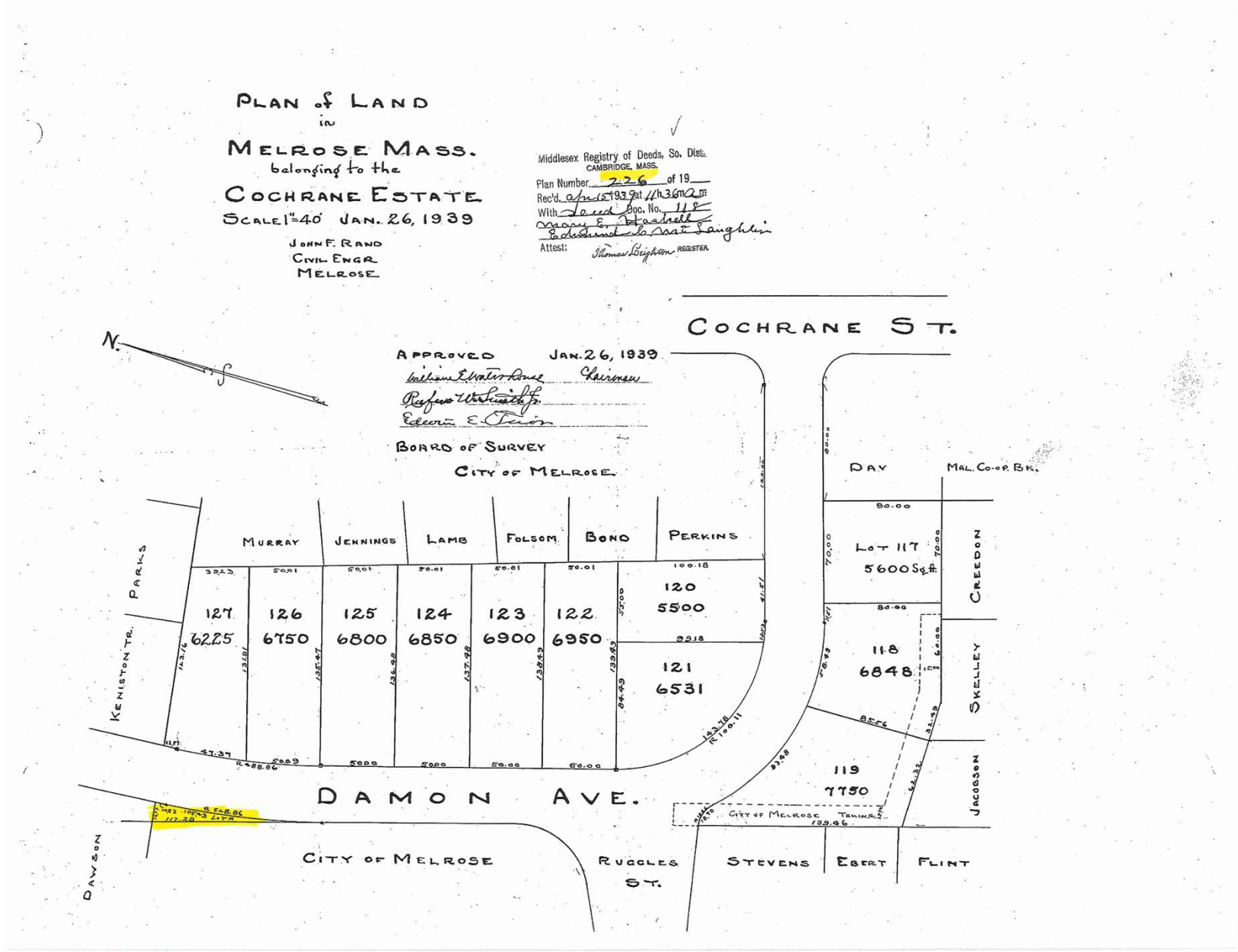
2 Brookline Federal Savings and Loan Association, formerly Coolidge Corner Co-operative Bank, a United States corporation doing business in Brookline, Norfolk County, Massachusetts, for consideration paid, grants to George Maynard Demmons of Newton, Middlesex County, Massachusetts, and Louise Kathryn Demmons, husband and wife, as tenants by the entirety, as follows, viz:- A certain lot or parcel of land with the buildings thereon situate on Austin Street in that part of said NEWTON, called Newtonville, shown as Lot #9 on a plan by E. S. Smillie, Surveyor,

BROOKLINE FEDERAL SAVS. AND LOAN ASSN.
to
DEMMONS et ux



Attachment: Solect PO Lease - City of Melrose - Horace Mann Elementary School - 20230203 (ORDER-2023-77 : Rooftop Solar Installation on


PLAN of LAND
in
MELROSE MASS.
belonging to the
COCHRANE ESTATE
SCALE 1"=40' JAN. 26, 1939
JOHN F. RAND
CIVIL ENGR
MELROSE
Middlesex Registry of Deeds, So. Dist.
CAMBRIDGE, MASS.
Plan Number 236 of 19
Rec'd. Jan 6 1939 at 11h 36m P.M.
With Deed Boc. No. 118
Mary E. Hazlett
Attest: Thomas Leighton REGISTER
COCHRANE ST.
N.
APPROVED JAN. 26, 1939
BOARD of SURVEY
CITY of MELROSE
DAY
MAL. Co-op. Bk.
MURRAY
JENNINGS
LAMB
FOLSOM
BOND
PERKINS
PARKS
KENISTON TR.
127
6225
126
6750
125
6800
124
6850
123
6900
122
6950
120
5500
121
6531
Lot 117
5600 Sq. ft.
118
6848
119
7750
CREEDON
SKELLEY
JACOBSON
DAMON AVE.
CITY of MELROSE
RUGGLES ST.
STEVENS
EBERT
FLINT
DAWSON

Form A-2 5M 11-65

RW 13-60

BK 11349 PG 435

RM 30-67 AM 11:18 205R ** 13.60

# CITY OF MELROSE

*In Board of Aldermen* June 19, 1967

AN ORDER Taking premises numbered 23 Hesseltine Avenue, Lots $A^3$ and B, adjacent to Horace Mann School, for school purposes

*Offered by Alderman* V. Edward Perkins for the Committee on Education, Health and Public Welfare

The duly elected and qualified Board of Aldermen of the City of Melrose, in the County of Middlesex, having complied with all the preliminary requirements prescribed for the purpose hereinafter set forth, and having made an appropriation of money for the purpose; and, it being necessary and desirable to acquire said land for said purpose, adopts the following order of taking:-

BE IT ORDERED

that, in accordance with the provisions of Chapter 79 of the General Laws, as amended, there be, and there hereby is, taken, on behalf of said city for school purposes, a certain parcel of land, being the premises numbered 23 Hesseltine Avenue, adjacent to the Horace Mann School, owned now, or formerly, by Charles A. Kane, and more particularly bounded and described as follows:-

SEE PLAN IN RECORD BOOK 747 11349 PAGE 435

Lot $A^3$ - BK 131 PG 89

Beginning at a point on the easterly line of Hesseltine Avenue, said point being thirty-six and twelve one hundredths (36.12) feet from an angle in said street, and being on the dividing line between land of Andrew C. and Mary A. Williams and land of Charles A. Kane; thence easterly along land of Andrew C. and Mary A. Williams one hundred twenty-one and twenty-one one hundredths (121.21) feet to land of Leonore H. Simonds; thence northwesterly along land of Charles A. Kane one hundred sixty-two and eighty-six one hundredths (162.86) feet to land of Frank D. Rydant; thence westerly along land of said Frank D. Rydant forty-two and seventy one hundredths (42.70) feet to the easterly line of Hesseltine Avenue; thence southerly by said easterly line of Hesseltine Avenue one hundred and eight (108.00) feet to point of beginning and containing eleven thousand and eighty-eight (11,088) square feet and being Lot $A^3$ shown on Land Court Plan 4842 F, filed with Land Court, Certificate ~~5254~~ in Book ~~131~~, Page ~~89~~. Cancelled

" 60969 " 407 " 33

Lot B

Beginning at a point on the southerly dividing line of land belonging to Frank D. Rydant, said point being forty-two and seventy one hundredths (42.70) feet easterly from the easterly line of Hesseltine Avenue; thence easterly along said dividing line fifty-eight (58.00) feet to an angle; thence northerly by land of said Frank D. Rydant sixty (60.00) feet to land of Arnold C. and Barbara J. Wilson; thence easterly along land of said Arnold C. and Barbara J. Wilson fourteen and fifty one hundredths (14.50) feet to an angle; thence northerly along land of said Arnold C. and Barbara J. Wilson sixty (60.00) feet to land of City of Melrose; thence easterly along land of City of Melrose three hundred eighty-one and sixty-nine one hundredths (381.69) feet to the westerly line of Ruggles Street; thence southerly along said westerly line of Ruggles Street five (5.00) feet to land of Ellen E. Fogg; thence westerly by land of said Ellen E. Fogg

(continued)



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BK 11349 PG436



one hundred (100.00) feet to an angle; thence southerly along land of said Ellen E. Fogg and land of Dorothy L. Lightbown, land of Raymond F. and Lucie F. Risser and land of Max Solomon, one hundred and ninety (190.00) feet to land of Irving W. and Mildred N. Bray; thence westerly along land of said Irving W. and Mildred N. Bray forty-four (44.00) feet to land of Joseph S. and Mary Nutter; thence northerly along land of said Joseph S. and Mary Nutter forty (40.00) feet to an angle; thence westerly along land of said Joseph S. and Mary Nutter fifty and twenty-five one hundredths (50.25) feet to land of Leonore H. Simonds; thence northerly along land of said Leonore H. Simonds sixty-five (65.00) feet to an angle; thence westerly along land of said Leonore H. Simonds one hundred and two (102.00) feet to land of Charles A. Kane; thence northwesterly along land of said Charles A. Kane one hundred sixty-two and eighty-six one hundredths (162.86) feet to point of beginning and containing fifty-nine thousand and forty (59,040) plus or minus square feet.

The foregoing descriptions are of two parcels of land in the City of Melrose shown on plan of same entitled, "Plan of Land in Melrose, Mass., showing land to be taken for school purposes, dated March 8, 1967, George R. Winters, Engineer and Superintendent, Melrose Public Works Department", to be recorded herewith.

The description given in this order of taking conforms to the deed of the parcel taken and the plan to be recorded herewith is a true survey of said parcel.

All trees and structures in said parcel of land are included in this taking. Interest in said land is taken in fee simple thereof.

We estimate and determine the damages sustained by the said Charles A. Kane, or his successors, in his, or their, property by reason of said taking to be in the amount of twenty-five thousand three hundred forty-two dollars and fifteen cents ($25,342.15) said amount including the sum of three hundred forty-two dollars and fifteen cents ($342.15) estimated to be equal to that portion of the tax, which it is estimated will be assessed upon said parcel in the year 1967, apportioned pro rata according to the number of days in said year after such taking. It being understood that if said Charles A. Kane is not such owner and entitled to such damages, the said award to be made to the true owner or owners.

The owner, or owners, of said land, or of any interest therein may request an offer pursuant to Section 8 A of Chapter 79 of the General Laws, of settlement of all damages for such taking within six months from the date when the right to damages vests; and may petition the Superior Court to determine their damages within two years from the date of the recording of this order of taking.

June 19, 1967
In Board of Aldermen
Ordained Roll Call
Yea 9 Nay 2
Paul J. Barter
Clerk

Passed June 19, 1967
David H. Schmidt, Jr.
President of the Board of Aldermen

Approved June 21, 1967
Paul S. Vaitses, Jr.
Mayor

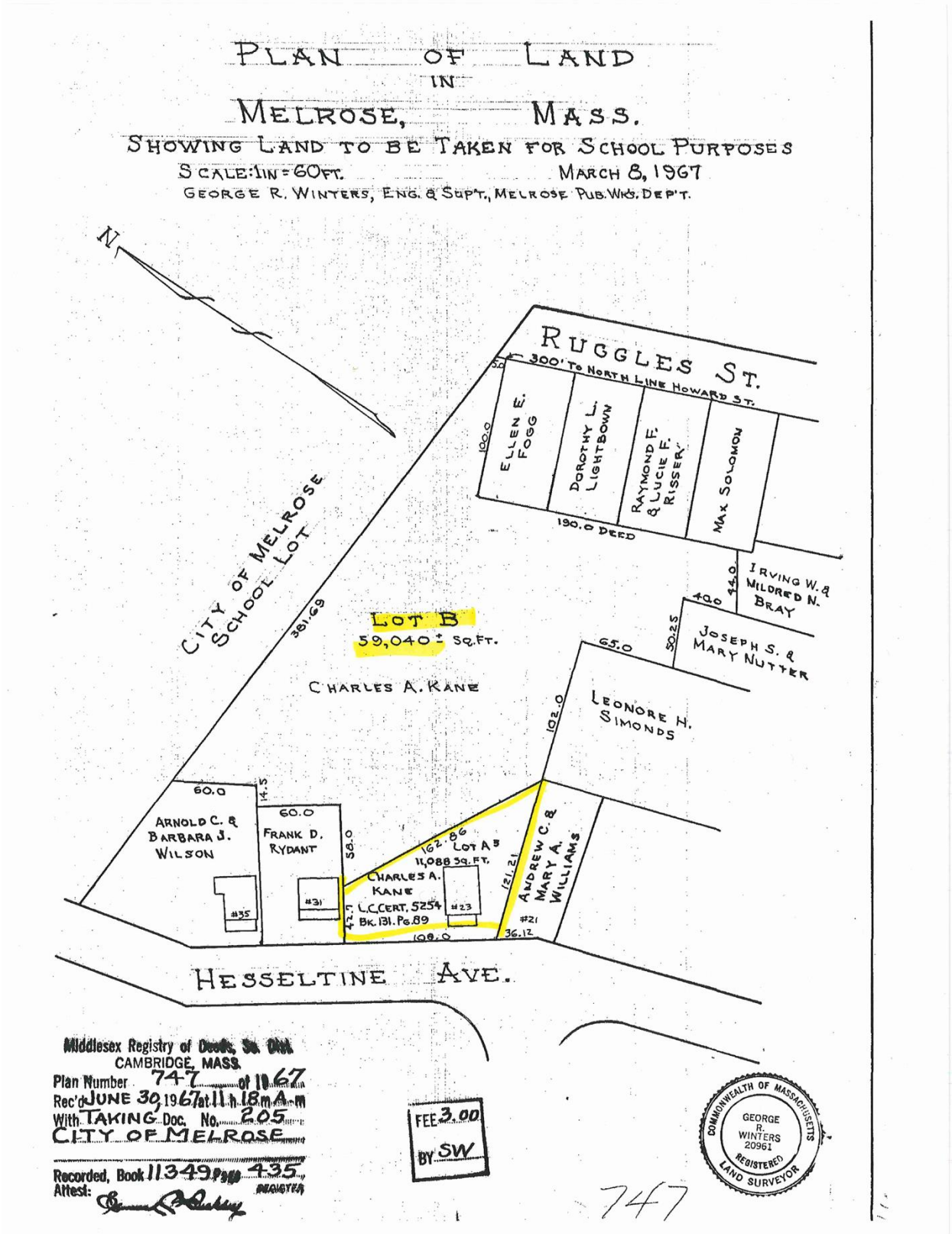
Copy of Order No, 15822-A

A true copy
Attest:

Paul J. Barter, City Clerk



Attachment: Solect PO Lease - City of Melrose - Horace Mann Elementary School - 20230203 (ORDER-2023-77 : Rooftop Solar Installation on







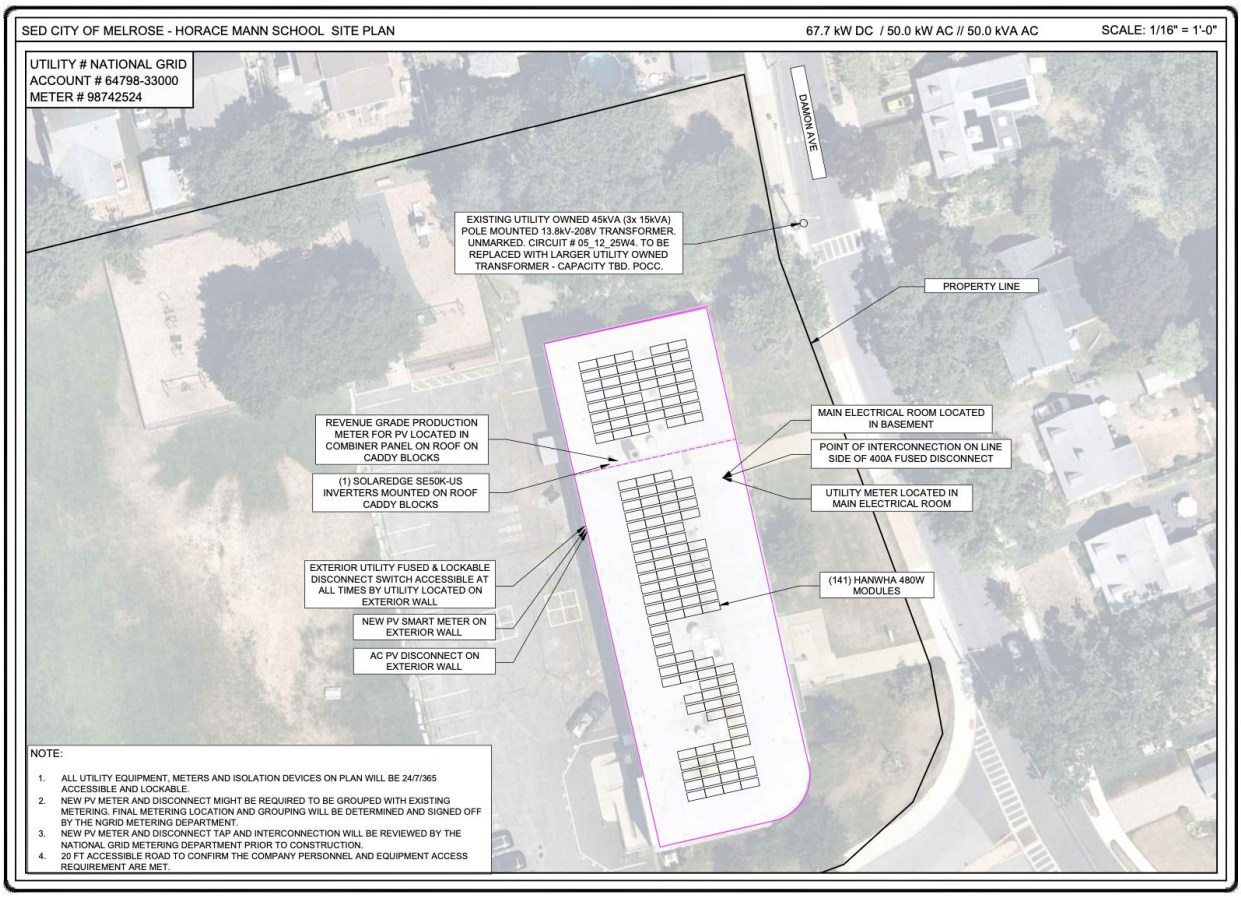

Attachment: Solect PO Lease - City of Melrose - Horace Mann Elementary School - 20230203 (ORDER-2023-77 : Rooftop Solar Installation on

EXHIBIT B to Lease Agreement

DESCRIPTION OF PREMISES

The Premises includes locations where solar equipment will be installed and accessed for construction, operation, maintenance and decommissioning as depicted on the Site Plan below (as it or the Project may be modified pursuant to the Lease).

The Premises is benefitted by the Access Rights and Easements set forth in Section 3 of the Lease including rights to combine and connect the Project to Host's existing main electric equipment and rights to interconnect the Project to the utility network.






Attachment: Solect PO Lease - City of Melrose - Horace Mann Elementary School - 20230203 (ORDER-2023-77 : Rooftop Solar Installation on

EXHIBIT C to Lease Agreement
Form of Notice of Lease
*[On following Page]*

Attachment: Solect PO Lease - City of Melrose - Horace Mann Elementary School - 20230203 (ORDER-2023-77 : Rooftop Solar Installation on

Record and return to:
Solect Energy Development LLC
89 Hayden Rowe Street
Hopkinton, MA 01748
Attn: Legal Notices

[insert address]

**NOTICE OF LEASE**

In accordance with the provisions of Massachusetts General Laws, Chapter 183, section 4, as amended, notice is hereby given of the following described lease and easements:

**Parties to the [insert name of lease agreement] (the "Lease"):**

**Host/Landlord:**

**Provider/Tenant:** Solect Energy Development LLC
89 Hayden Rowe Street
Hopkinton, MA 01748
(and its successors and/or assigns)

**Property Description:** The real property located at [Street], [Town, State Zip] described on the attached Exhibit A (the "Property"). For Landlord's title see Deed recorded with the [__Insert County___] [Registry of Deeds/Land Records] in [Book _____, Page _____] [Certificate of Title No_____].

**Description of Leased Premises**: A portion of the Property as described on the attached Exhibit B where solar equipment will be installed and accessed for the term of the agreement, including the roofs, exterior and interior walls, through to the main electric room, and exterior areas of the Property. (the "Lease Area")

**Date of Execution of the Lease:** _____ (the "Effective Date").



Attachment: Solect PO Lease - City of Melrose - Horace Mann Elementary School - 20230203 (ORDER-2023-77 : Rooftop Solar Installation on

**Term of Lease**:

The Term of the Lease includes a Development Period, Operations Period and Decommissioning Period. The Lease shall commence on the Effective Date and, unless terminated earlier pursuant to the provisions of the Lease, the Operations Period shall continue until 11:59 p.m. on the last day of the calendar month in which the twentieth (20th) anniversary of the Commercial Operation Date, as defined in the Lease, unless the Tenant exercises the Options to Extend, in which case the Term of Lease shall include the Development Period, the Operations Period, the [Extension Terms] and the Decommissioning Period.

**Options to Extend:**

Tenant shall have the right to extend the Term of the Lease for [_____] year terms.

**Decommissioning Period**

Tenant shall remove the System within 180 days of the termination of the Lease, (provided that if such 180 day term ends within the months of December, January, February, March, or April, the Decommissioning Period shall extend to July 31) whereupon the Lease shall expire and shall be of no further force and effect

**Easements**.

(a) Under the Lease, Landlord granted the easements (the "Easements") to Tenant described in Exhibit C across and burdening the Property.

(b) Landlord's grant of Easements in the Lease shall commence on the Effective Date and end upon termination of the Decommissioning Period.

**Ownership of the Facility.**

Landlord shall have no right, title or interest in the solar energy facility (as defined in the Lease) ("Project") or any component thereof and Tenant shall be the exclusive owner thereof.

**Miscellaneous**

1. This Notice of Lease may be executed in multiple counterparts, each of which shall be deemed an original and all of which, together, shall constitute one and the same instrument.

2. This Notice of Lease does not describe or refer to all of the terms or conditions contained in the actual Lease and nothing contained herein shall serve to modify or amend the terms of the



Attachment: Solect PO Lease - City of Melrose - Horace Mann Elementary School - 20230203 (ORDER-2023-77 : Rooftop Solar Installation on

actual Lease. In the event of any inconsistency between the provisions of the Lease and the provisions of this Notice, the provisions of the Lease shall control.

3. Any capitalized term not defined herein shall have the definition ascribed to it in the Lease.

EXECUTED as a sealed instrument on as of _____ __, 202_.

**LANDLORD:**
[insert name of Landlord]

By: _____XXXXX_____
Name and Title:

COMMONWEALTH OF MASSACHUSETTS

_____ County

On this _____ day of _____, 202_, before me, the undersigned Notary Public, personally appeared the above-named _____, the _____ of _____ proved to me by satisfactory evidence of identification, being (check whichever applies): □ driver's license or other state or federal governmental document bearing a photographic image, □ oath or affirmation of a credible witness known to me who knows the above signatory, or □ my own personal knowledge of the identity of the signatory, to be the person whose name is signed above, and acknowledged the foregoing to be signed by him voluntarily for its stated purpose on behalf of _____.

_____XXXXX_____
Notary Public
My Commission Expires:



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**TENANT:**
Solect Energy Development LLC

By: _____
James R. Dumas, CFO, an Authorized Signatory

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss

On this _____ date of _____, 2020, before me, the undersigned notary public, personally appeared James R. Dumas, CFO of Solect Energy Development LLC, and an Authorized Signatory, personally known to me 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 as CFO of Solect Energy Development LLC, a Massachusetts limited liability company and the voluntary act of the company.

_____XXXXX_____
Notary Public
My Commission Expires:

Attachment: Solect PO Lease - City of Melrose - Horace Mann Elementary School - 20230203 (ORDER-2023-77 : Rooftop Solar Installation on

**EXHIBIT A**

**PROPERTY DESCRIPTION**

**Property Address: [insert property address]**

**[insert legal description plus deed reference, book and page or Certificate of Title]**

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## EXHIBIT B

## LEASE AND EASEMENT AREA DESCRIPTION

The Lease and Easement Area shall mean the areas of the Property delineated in the Site Plan below.

[insert site plan]

Attachment: Solect PO Lease - City of Melrose - Horace Mann Elementary School - 20230203 (ORDER-2023-77 : Rooftop Solar Installation on

# EXHIBIT C

## EASEMENTS [update with Easements/Access Rights per lease and PPA]

Attachment: Solect PO Lease - City of Melrose - Horace Mann Elementary School - 20230203 (ORDER-2023-77 : Rooftop Solar Installation on

EXHIBIT D to Lease Agreement

FORM OF SNDA

SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT

THIS AGREEMENT (this "Agreement") is made as of this _____ day of _____, 20__, by and among _____, a duly organized banking association, with a principal office at _____("Lender"), _____("Landlord"), and Solect Energy Development LLC, ("Tenant").

W I T N E S S E T H

WHEREAS, Tenant and Landlord have entered into a Lease Agreement dated _____, 20__, (the "Lease") covering the premises located at _____ (the "Premises"), notice of which is recorded with [Name of Registry] (the "Registry") in Book _____, Page _____, (being the property more particularly described in Exhibit A attached hereto and incorporated herein) pursuant to which Tenant has installed or will install on the Premises a photovoltaic facility for the generation of electricity from solar energy (the "Solar Facility"); and

WHEREAS, Lender is the mortgagee pursuant to a [Mortgage and Security Agreement dated _____] (the "Mortgage") and a [Conditional Assignment of Rents and Leases dated _____] (the "Assignment") encumbering, the Premises which are both recorded with the _____ Registry in Book _____page _____ and Book _____ page _____ respectively; and

WHEREAS, Lender, Tenant, and Landlord wish to set forth respective rights of each party;

NOW, THEREFORE, in consideration of the mutual covenants hereinafter contained and other valuable consideration, the parties hereto covenant and agree as follows:

1. The Lease and any extensions, renewals, replacements or modifications thereof, and all of the right, title and interest of Tenant thereunder in and to the Premises are and shall be subject and subordinate to the Mortgage and to all of the terms and conditions contained therein, and to any advances, renewals, modifications, replacements, consolidations, amendments and extensions thereof.

2. Lender consents to the Lease and in the event Lender comes into possession of or acquires title to the Premises as a result of the foreclosure, or other enforcement of the Mortgage, or as a result of any other means, Lender agrees that Lender will recognize Tenant and will not disturb Tenant or Tenant's financing parties in their possession of the Premises or their rights in the Lease for any reason other than one which would entitle Landlord to terminate the Lease under its terms or would cause, without any further action by Landlord, the termination of the



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Lease, and the Lease will continue in full force and effect as a direct agreement between Lender and Tenant.

3. The Solar Facility shall not be, or be deemed to be, a part of or an accession or addition to or a fixture on the Premises even though the Solar Facility is installed on the Premises; nor shall the Solar Facility be moved from the Premises by the Lender unless Tenant's prior written consent to such move has been obtained.

4. Lender waives any and all right, title and interest in the Solar Facility and shall not acquire any such right title or interest by virtue of the installation of the Solar Facility on the Premises. The undersigned Lender further waives any right to seize, or to claim any interest, whatsoever in the Solar Facility on account of any claim or right the undersigned may have against any person, including, without limitation, any claim or right the undersigned may have or assert against the Landlord, by foreclosure or otherwise.

5. Tenant may at any time, at its option, enter upon the Premises and inspect, maintain, remove or repair the Solar Facility to the extent provided in the Lease.

6. When sending to Landlord any notice of impending or actual foreclosure of the Premises, the undersigned Lender shall concurrently provide Tenant a copy of the same.

7. Tenant agrees with Lender that if the interests of Landlord in the Premises shall be transferred to and owned by Lender by reason of foreclosure or other proceedings brought by it, or any other manner, or shall be conveyed thereafter by Lender or shall be conveyed pursuant to a foreclosure sale of the Premises, Tenant shall be bound to Lender under all of the terms, covenants and conditions of the Lease for the balance of the time thereof remaining and any extensions or renewals thereof which may be effected in accordance with any option therefor in the Lease, with the same force and effect as if Lender were the landlord under the Lease and Tenant does hereby attorn to Lender as its landlord, said attornment to be effective and self-operative without the execution of any further instruments on the part of any of the parties hereto immediately upon Lender succeeding to the interest of Landlord in the Premises. Notwithstanding the foregoing, Lender shall not be: (i) liable for any act or omission of Landlord, or for any fact, circumstance or condition existing or arising prior to Lender's succession in interest to Landlord unless such fact, circumstance or condition shall continue after such succession; or (ii) subject to any offsets, claims or defenses which Tenant might have against Landlord, except as set forth in the Lease.

8. This Agreement shall bind and inure to the benefit of the parties hereto, their successors and assigns. As used herein the term "Tenant" shall include Tenant, its successors and assigns; the words "foreclosure" and "foreclosure sale" as used herein shall be deemed to include the acquisition of Landlord's estate in the Premises by voluntary deed (or assignment) in lieu of foreclosure; and the word "Lender" shall include the Lender herein specifically named and any of its successors, participants and assigns, including anyone who shall have succeeded to Landlord's interest in the Premises by, or through, Lender foreclosure of the Mortgage.



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9. All notices, consents and other communications pursuant to the provisions of this Agreement shall be in writing and shall be sent by registered or certified mail, return receipt requested, or by a reputable commercial overnight carrier that provides a receipt, or by facsimile with confirmation of transmission, and shall be deemed given when postmarked and addressed as follows:

If to Lender:

If to Tenant: Solect Energy Development LLC
89 Hayden Rowe Street
Hopkinton, MA 01748
Attn: Legal Notices

If to Landlord:

or to such other address as shall from time to time have been designated by written notice by such party to the other parties as herein provided.

10. This Agreement may not be modified orally or in any manner other than by agreement, in writing, signed by the parties hereto. This Agreement may be executed in counterparts, each of which shall be deemed an original, and such counterparts taken together shall constitute but one agreement. This Agreement shall be governed by the laws of the state or commonwealth where the Premises are located.

[This Page Ends Here – Signature Page to SNDA Follows]



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IN WITNESS WHEREOF, the parties hereto have placed their hands and seals the day and year first written above.

TENANT:
SOLECT ENERGY DEVELOPMENT LLC

By:_____XXXXX_____
Printed Name:
Title:

LANDLORD:

By:_____XXXXX_____
Printed Name:
Title:

LENDER:

By:_____XXXXX_____
Printed Name:
Title:



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