



CITY OF MELROSE

CITY COUNCIL

ORDERS OF THE DAY • OCTOBER 27, 2022

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

7:00 PM

I. CALL TO ORDER

II. PUBLIC COMMENT

Zoom link:

<https://cityofmelrose->

[org.zoom.us/j/99081483447?pwd=Nm1hT3R1Z3l2cWJ3bTZkdVBzbW1Kdz09](https://cityofmelrose-org.zoom.us/j/99081483447?pwd=Nm1hT3R1Z3l2cWJ3bTZkdVBzbW1Kdz09)

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

IV. UNFINISHED BUSINESS

1. **ORDER-2023-20** : Acceptance of Federal Title III B FY23 Grant Through Mystic Valley Elder Services in the Amount of \$10,000

From: City Council

HOLD

2. **ORDER-2023-21** : 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

Offered by: Mayor Paul Brodeur

From: City Council

HOLD

3. **ORDER-2023-22** : 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

Offered by: Mayor Paul Brodeur

From: City Council

HOLD

4. **ORDER-2023-23** : 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

Offered by: Mayor Paul Brodeur

From: City Council

HOLD

5. **ORDER-2023-24** : Funding Authorization in the amount of Sixty Eight Thousand Five Hundred (\$68,500) Dollars for Design Services for Public Safety Facilities

From: City Council

HOLD

V. ADJOURNMENT

Stacey A. Minchello
Executive Director



781 665-4304
sminchello@cityofmelrose.org

MEMORANDUM

To: Melrose City Council
From: Stacey Minchello, COA Director
Re: Acceptance of Title III B Grant (\$10,000)
Date: October 3, 2022

The City of Melrose has received a federal Fiscal Year 2023 Title III B Grant in the amount of \$10,000. Mystic Valley Elder Services is the grantor under the federal Older Americans Act of 1965. Funding will be used for events, programs, and workshops to combat social isolation and loneliness among individuals aged 60 or older, including:

- LGBTQ+ outreach
- Recognize diversity, equity, and inclusion

This is a regular grant that the City applies for and receives annually. There is a matching requirement of not less than 15% of the program budget which can be fulfilled through either non-Title III cash or in-kind services.

I respectfully request City Council acceptance of this grant.

Attachment: COA Grant acceptance (ORDER-2023-20 : Mystic Valley Elder Services Title III B FY23 Grant Acceptance)

PROGRAM SERVICE AGREEMENT

between

MYSTIC VALLEY ELDER SERVICES

Area Agency on Aging (AAA)

and

Melrose Council on Aging

Grantee

This Agreement is entered into by and between the Area Agency on Aging (AAA), **Mystic Valley Elder Services** (hereinafter referred to as the **Corporation**), and the Grantee, **Melrose Council on Aging** (hereinafter called the **Provider**), operating in the Commonwealth of Massachusetts as a 501(c)3 organization, having its principal offices at **235 West Foster Street, Melrose, MA 02176**.

WHEREAS, the Corporation desires to purchase programs to provide access to services for isolated, marginalized, and LGBT elders, and those who are disadvantaged by racial, cultural and/or linguistic barriers and giving priority to those elderly individuals with the greatest social and economic needs as defined in Attachment B; and

WHEREAS, the Corporation has received authorization from the Commonwealth of Massachusetts, Executive Office of Elder Affairs (hereinafter "Elder Affairs") to fund such services as an Area Agency on Aging under Title III of the Older Americans Act of 1965, as amended in 2020 (Public Law 109-365) under the Special Programs for Aging Title III, Part B, Grants for Supportive Services, CFDA Number 93.044, Administration for Community Living, hereinafter referred to as Title III, and

WHEREAS, the Provider agrees, under Title IIIB, to conduct programs that provide access to services for socially insecure/isolated elders and elders marginalized for reasons including sexual orientation in the **Mystic Valley area**, giving priority to those elder individuals with the greatest social and economic needs as defined in Attachment B; and

NOW, THEREFORE, the Corporation and the Provider do mutually agree as follows:

1. Engagement

The Corporation hereby engages the Provider to provide and the Provider agrees to provide "Project Services" to individuals sixty years of age or older, giving priority to those elder individuals with the greatest social and economic need who reside within the following designated area as set forth in Attachment A of this contract. The term "Project Services" shall mean the program as described in the grantee's grant application (see Attachment E). The term "Greatest Social and Economic Need" is defined in Attachment B, which definition may be changed from time to time by the Corporation. The activities of the Provider under this agreement shall hereinafter be referred to as the "Program".

2. Period of Performance

This Agreement shall take effect on or about **October 1, 2022** and shall remain in effect until and through **September 30, 2023**, at which time the Agreement expires automatically, unless earlier terminated in accordance with the terms set forth herein. This renewable contract is subject to the Corporation and the Executive Office of Elder Affairs confirmation of available Title III funds, and compliance with the provisions of the regulations as set forth in this Program Service Agreement. Programmatic and fiscal activity on this grant must be demonstrated within thirty (30) days* of the issuance of the grant award or the corporation may terminate the grant.

*Days are defined as calendar days unless specified in the agreement as business days.

3. Fiscal and Administrative Conditions

I. Maximum Obligation

- The Corporation shall pay to the Provider an obligation of up to **\$10,000** of Title III funds for the period ending **September 30, 2023**, as contained in Section 2 of this Agreement. These funds shall be the Corporation's maximum obligation under this contract. The Provider shall provide a matching share of not less than **15%** of the total Program budget in non-Title III cash or in-kind services. **Specific administrative conditions for FY23 include:**

- The Melrose Council on Aging will serve 216 unduplicated individuals age 60 and older in the Mystic Valley Elder Services (MVES) planning and service area through the Teachable Moments Workshops and the LGBT Social Programs;
- The Melrose Council on Aging will provide monthly documentation regarding the number of referrals made to Mystic Valley Elder Services, and
- During FFY 23, grantee will provide MVES with information about their organization, resources, and programs by providing ways to serve older adults in the MVES service area through either in-house or Zoom training to MVES staff or contributing grantee information to use on the MVES web site.

II. Approved Budget

In no case shall the Provider's Program Services expenditures exceed the total approved budget or exceed the approved costs for each budget category as specified in this Agreement without the prior written approval of the Corporation. The portion of the total budget allocated to the individual line items as set forth in the budget may be amended by mutual consent of the parties at the request of either party, but in no event shall the sum of the reimbursable amounts as amended exceed the level of funding itemized in the original budget. Failure of the Provider to request written approval for budget changes from the Corporation may be a cause for disallowance of expended monies, which determination is the sole decision of the Corporation.

III. Reimbursement of Provider Expenditures

The Provider shall submit periodic expenditure and program reports as requested by the Corporation in a format as set forth in Attachment C to this Agreement. Such reports shall be for Program Services authorized by the Corporation pursuant to this Agreement and rendered to eligible participants by the Provider during the previous period, and shall include such programmatic, fiscal and administrative data as the Corporation reasonably deems necessary for the monitoring and evaluation of such services and to substantiate the Corporation's claim for reimbursement from Elder Affairs. Upon receipt and approval of properly completed expenditure and program reports, the Corporation shall, subject to receipt of funds from Elder Affairs, make its best effort to process payments to the Provider within thirty (30) days. The Corporation may, within ninety (90) days of the expiration of this Agreement and after consultation with the Provider, adjust any invoice of the Provider both before and after payments have been made; however, the failure of the Corporation to exercise this provision shall not constitute a waiver of any right of the Corporation to otherwise recover funds paid to the Provider pursuant to this Agreement.

IV. Accounts

Both federal Program grant funds and non-federal resources (cash or in-kind) which constitute matching share for the Program shall be maintained in a separate account from any other funds. Provider Program accounting records shall be itemized in sufficient detail to show the exact nature of all receipts and disbursements. The Provider shall establish and maintain appropriate procedures to safeguard and account for all contributions and project income. All financial and accounting records shall be maintained by the Provider in accordance with generally accepted accounting practice and principles.

V. Contributions

Consistent with the mandate of the Older Americans Act, 42 USC 3001 et seq. and 45 CFR 1321.67, the Area Agency on Aging shall assure that each Provider shall provide each older person with an opportunity to voluntarily contribute to the cost of the service(s). This opportunity should be publicized with project participants while effective procedures maintain both the voluntary nature and confidentiality of any donations. A service Provider that receives funds under Title III may not deny any older person a service because the older person will not or cannot contribute to the cost of the service. All contributions are to be used by the grantee to expand the services of the program being funded under this grant.

4. Monitoring

The Provider shall establish and maintain such documents and financial and program records which are required by the Corporation to ensure documentation, monitoring and evaluation of financial activities and the provision of purchased services. All financial records, program records, and other books, records, documents, and property pertaining to this Agreement shall at all reasonable times be open for inspection, review or audit by the Administration on Aging, Elder Affairs, the Corporation, or their authorized representatives, who shall at all reasonable time have access to the premises wherein such books, records, documents and property are stored for seven (7) years after final payment hereunder.

The Corporation reserves the right to make a site visit at any time during the regular business hours of the program for the purpose of conducting program and fiscal audits. The Corporation shall conduct at least an annual site visit for such purpose. The

provider shall develop and keep on file participant surveys as well as other evaluation measures the Provider uses to measure its program impact and improve Program operations.

The Provider shall provide the Corporation with any additional data that the Corporation may reasonably require to permit it to monitor performance of this Agreement at a level sufficient to assure fiscal administration, accountability and program quality.

5. Confidentiality

The Provider shall not use or release any reports, data, or other information identifying applicants or persons served, or which could reasonably lead to the identification of such applicant or person served, in accordance with the laws of the Commonwealth, including but not limited to Executive Order 588, M.G.L. c 93H, M.G.L. c. 66A § 2, Elder Affairs PI-97-55; and where applicable, Federal law, governing the use, safeguarding and access to personal data as defined in The Fair Information Practices Act. Such information as may be necessary shall be used only to assure proper administration, planning, coordination and monitoring of performance under this Agreement and to permit the transfer of records of a person served to another agency for the purpose of continuing services. The Provider shall provide the Corporation such additional data as the Corporation may require to monitor the Provider's information system and to guarantee adequate safeguarding of the human and civil rights of the applicants and persons served. The Provider shall furnish to the Corporation, within thirty (30) days following the request by the Corporation, a written description of the Provider's system for gathering, storing, and releasing personal data so the Corporation may determine compliance with Section 6 of this Agreement.

6. Protection of Clients

The Provider shall comply with the applicable provisions of Elder Affairs' rules governing the Elder Rights Review Committee (ERRC), set forth at EOEA-PI-03-17. Under these rules, Elder Affairs must review all research, experimentation, surveys, market testing or similar research that seeks access to clients or client information connected with programs funded by Elder Affairs.

7. Non-Discrimination in Service Delivery

The Provider shall not deny any services to or otherwise discriminate in the delivery of services against any person who otherwise meets the eligibility criteria for the program as determined by the Corporation on the basis of race, color, religion, sex, age, national origin, ancestry, physical or mental disability, sexual orientation or because such a person is a recipient of federal, state or local public assistance or housing subsidies. The Provider agrees that program staff shall make reasonable accommodations to allow for client participation in the program and its benefits.

The Provider shall comply with all applicable provisions of:

- (a) Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.) - prohibits discrimination on the basis of race, color or national origin, in programs receiving federal assistance;
- (b) Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794) and the regulations promulgated thereunder, (45 CFR part 84) - prohibits discrimination against qualified disabled individuals on the basis of the disability in any program or activity receiving or benefiting from federal financial assistance and requires programs and activities, when viewed in their entirety, to be readily accessible to disabled persons;
- (c) M.G.L. c 151B, § 4 (10) - prohibits discrimination in furnishing services on the grounds that an individual is a recipient of federal, state or local public assistance or housing subsidies, nor should any services be denied to any person who chooses not to make a donation to the cost of the Program.

8. Non-Discrimination in Employment

The Provider shall not discriminate against any qualified employee or applicant for employment because of race, color, national origin, ancestry, age, sex, sexual orientation, religion, or physical or mental handicap. The Provider shall comply with all applicable provisions of:

- (a) Title VII of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et. seq.) - prohibits discrimination in Employment on the basis of race, color, religion, sex, or national origin;
- (b) M.G.L.,c. 151B, § 4 subsections 1, 1A and 1B - prohibits discrimination on the basis of race, color, sex, religion, creed, national origin, ancestry or age;
- (c) Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794) and the regulations promulgated thereunder (45 CFR part 84) - prohibits discrimination against qualified disabled individuals on the basis of the disability and requires employers to make reasonable accommodations to known physical or mental limitations of otherwise qualified disabled applicants and employees.

9. Affirmative Action

The Provider shall develop and adhere to a policy of affirmative action in all aspects of employment under this Agreement. In addition, if the maximum compensation paid to the Provider in the Commonwealth's fiscal year immediately prior to the beginning of this Agreement, or payable during the term of this Agreement, from agencies acting pursuant to contracts with the Executive Office of Elder Affairs, is fifty thousand dollars (\$50,000) or more, the Provider shall develop and maintain an affirmative action plan in accordance with the applicable requirements of Executive Order 526 and transmit a copy to the Corporation within thirty (30) days of receiving the Notification of Grant Award.

10. Grievance

The Provider shall develop and adhere to a policy in writing, in a conspicuous manner at the place where services are rendered or delivered, a notice informing individuals eligible for or receiving Title III services that they may file a grievance with the Corporation, within twenty-one (21) days, when said individuals are dissatisfied with or denied Title III services by the Provider. This notice must include the name and address of the Corporation. The Corporation will provide to the complainant a written Grievance Application.

11. Conflict of Interest

The Provider shall not knowingly employ, compensate or arrange to compensate any employee of the Corporation during the term of the Agreement without the prior written approval of the Corporation. It shall be a breach of this Agreement for the Provider to give, or agree to give, or to solicit, demand, accept, or agree to accept, any additional gratuity, including an offer of prospective employment or favor, in connection with any action or other particular matter within the purview of scope of duties of any employee, officer or director of the Corporation.

12. Notice

Unless otherwise specified herein, any notice, approval, request, or demand hereunder from either party to the other shall be in writing and shall be deemed to have been given when either delivered personally, electronically by fax, or deposited in a United States mail box in a postage prepaid envelope addressed to the other.

13. Political Activity

No employee of the Provider may engage in partisan or non-partisan political activity during hours for which the employee is paid in whole or in part with Corporation funds. The Provider may not select or promote an employee based on his or her political affiliation. The Provider agrees that for the term of this Agreement, no employee paid in whole or in part, nor board member of the Provider, shall at any time use the name of the Corporation and funds received pursuant to this Agreement, either directly or indirectly, for the purpose of interfering with or affecting the results of an election or nomination for office, whether partisan or non-partisan.

14 Lobbying

I. The Provider agrees that for the term of this Agreement, to the best of his or her knowledge, no federal appropriated funds will be paid, by or on behalf of the provider, to any person for influencing or attempting to influence an officer or employee or any agency, a Member of Congress, an officer or employee of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, contribution, renewal, amendment, or modification of any federal contract, grant, loan or cooperative agreement.

II. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee or any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the Provider shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

III. The Provider shall require that the language of this certification be included in the award documents for all subawards at all tiers, including subcontracts, subgrants, and contracts under grants, loans and cooperative agreements, and that all subrecipients shall certify and disclose accordingly.

"This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31,

U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.”

15. **Termination**

(a) If, for any reason, the Provider is unable to provide the services specified by this Agreement, it shall promptly notify the Corporation of its inability to provide services and indicate the specific reasons.

(b) The Corporation may suspend, reduce the grant in whole or in part at any time or terminate this Agreement, if the Provider has failed to comply with the provisions of this Agreement, in whole or part. However, prior to suspension, reduction of the grant in whole or part or termination of this Agreement pursuant to this subsection, the Corporation shall notify the Provider, in writing, of the specific areas of non-compliance. The Provider shall restore compliance within thirty (30) days of the date of notice. If the Provider has not restored compliance within the thirty (30) day period, the Corporation may terminate this Agreement by furnishing the Provider with written notice not less than forty-five (45) days prior to the effective date of termination.

(c) If the Corporation determines that any non-compliance with the terms of this Agreement on the part of the Provider endangers the life, health, and safety of any recipients of services under this Agreement, it shall terminate this Agreement by orally notifying the Provider of termination followed by the making of written notification, return receipt requested, setting forth the specific reasons for termination, within three (3) business days following the oral notification. Termination pursuant to this subsection shall take effect upon the furnishing of the oral notification.

(d) The Provider may terminate this Agreement prior to its expiration date if the Corporation fails to comply with a material provision of this Agreement. The Provider shall furnish the Corporation with written notice of termination not less than forty-five (45) days prior to the effective date of termination.

16. **Early Termination: Change in Law**

In the event that any statute or regulation which governs performance hereunder is changed, differently interpreted by a court or other competent authority, or newly enacted, adopted or promulgated, so as to increase the burden on either party in complying with the terms of this Agreement significantly beyond those existing at the time of the execution of this Agreement, the party so burdened may terminate this Agreement upon written notice to the other party of not less than forty-five (45) calendar days.

17. **Early Termination: Elimination or Reduction in Funding**

In the event that Title III funding appropriated through the Executive Office for Elder Affairs for Title III service contracts to the Corporation is eliminated or reduced to an extent that funding of this contract is not feasible, the Corporation may terminate this Agreement by providing written notice of termination to the Provider effective not less than forty-five (45) days after date of such notice.

18. **Early Termination: De-Designation of the Area Agency on Aging**

The Corporation shall notify the Provider in writing of its receipt of notification by Elder Affairs (hereinafter in this subsection referred to as "the Department") that the Department intends to de-designate the Corporation as the Area Agency on Aging for the service area covered by this Agreement. Thereafter, the Corporation shall notify the Provider of any appeal it may take of the Department's action and the disposition of any such appeal. All notices required by this subsection shall be made in writing within ten (10) days of the event which prompts the notice requirement.

In the event that Elder Affairs finally de-designates the Corporation as the Area Agency on Aging for the service area covered by this Agreement, the Corporation may terminate this Agreement by furnishing the Provider with written notice at least sixty (60) days prior to the effective date of termination. The parties shall cooperate fully with each other and with the Department, and take all reasonable steps and utilize all reasonable means to ensure continuity of services to program clients, including the use of available Corporation funds for the continuing delivery of legal assistance under this Agreement.

19. **Obligations upon Expiration, Termination, or Suspension**

The Corporation will pay the Provider for any reimbursable cost not covered by previous payments, for services rendered, pursuant to this Agreement, prior to notice of termination, if rendered in accordance with this Agreement, provided that the Provider submits the properly completed fiscal reports to the Corporation covering services rendered not later than thirty (30) days after notice of termination, suspension, or expiration. The Provider will immediately refund to the Corporation in accordance with the Corporation's instructions any unobligated balances of cash advanced by the Corporation.

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If the Grant is terminated or expires without an audit, the Corporation retains the right to disallow and recover an appropriate amount after fully considering any recommended disallowance's resulting from an audit, which may be conducted later. The termination or expiration of this Agreement does not affect the retention period for or the Corporation's right to access to program records as contained in Section 5 of this Agreement. The expiration or termination of this Agreement does not affect the Provider's responsibilities with respect to property as contained in Section 25 of this Agreement.

20. **Reproduction of Reports: Copyright**

The Provider shall not disseminate, reproduce or publish any report, information, data, or other documents produced in whole or in part pursuant to the terms of this Agreement without prior written consent of the Corporation, nor shall any such report, information, data or other document be the subject of an application for copyright by or on behalf of the Provider without the prior written consent of the Corporation.

21. **Assignment and Subcontract**

The Provider shall not assign or subcontract any interest in this Agreement without the express written permission of the Corporation and Elder Affairs; provided that claims for money due or to become due to the Provider from the Corporation under this Agreement may be assigned to a bank, trust company or other financial institution without such consent. Notice of any such assignment shall be furnished promptly to the Corporation. None of the services to be provided by the Provider pursuant to this Agreement shall be subcontracted to any other organization, association, individual, partnership or group of individuals without the prior express written approval of the Corporation and EOEA.

22. **Insurance**

The Provider shall procure and maintain insurance. The insurance will protect itself, its subcontractors, and the Corporation adequately from fire and extended coverage losses and from claims for bodily injury, death or property damage which may arise from operations under this Agreement. The Provider will provide the Corporation with a Certificate of Insurance prior to the commencement of the Program work. This certificate will provide that the policy shall not be canceled by the insurance company without ten (10) days notice to the Corporation of intention to cancel.

The Provider agrees to hold harmless and safe the Corporation, its officers, its agents, and employees from liability of any nature or kind including costs, expenses and attorney's fees for or on account of any or all suits or damages sustained by any person(s) or property resulting in whole or in part, from the negligence, performance, omissions or intentional act of any employee, agent, or representative of the Provider.

The Provider shall procure and maintain the following insurance coverage from a company or companies authorized to do business in Massachusetts:

- (a) Workers Compensation Insurance shall be secured and maintained as required by the Commonwealth of Massachusetts;
- (b) Public Liability - Bodily injury and Property Damage in amounts approved by the Commonwealth of Massachusetts;
- (c) Malpractice-professional Liability Coverage (as applicable) in amounts approved by the Commonwealth of Massachusetts;
- (d) Provider shall also purchase and maintain fidelity bonds of no less than twenty-five thousand dollars (\$25,000) per incident for all employees with direct access to or responsibility for the receipt and disbursement of funds.

23. **Waiver of Default**

Waiver by either party of any non-compliance shall not constitute a waiver of any subsequent non-compliance. A waiver or modification of any of the provisions of this Agreement shall be effective only if made in writing and executed with the same formality as this Agreement.

24. **Maintenance of Effort**

Services provided with funds under this Agreement must be in addition to any program services already provided to elderly persons in the cities and towns of Chelsea, Everett, Malden, Medford, Melrose, North Reading, Reading, Revere, Stoneham, Wakefield, and Winthrop.

25. Equipment

Equipment acquired or purchased by the Provider which was fully paid or reimbursed by grant funds provided by the Corporation pursuant to this Agreement shall be the property of the Corporation. No title or right in said equipment shall pass to the Provider except the right herein expressly granted. Plates or other markings will be affixed to or placed on said equipment by the Corporation indicating that the Corporation is the owner thereof and the Provider will not remove said plates or other markings. Upon expiration or termination of this Agreement, the Provider will immediately return said equipment to the Corporation in as good condition as received less normal wear, tear, and depreciation. Said equipment shall always remain and be deemed personal property even though attached to realty.

All replacements, equipment repairs, or accessories made to or placed in or upon said equipment shall become a component part thereof and title thereto shall be immediately vested in the Corporation and shall be included under the terms thereof. The Corporation may inspect the equipment at any time; and the Provider agrees to keep the equipment in first-class condition and repair it at the Provider's expense and house the equipment in a suitable shelter; and not to sell, pledge, encumber or otherwise dispose or limit the Corporation's interest in the equipment or accessories attached thereto without the written approval of the Corporation.

The Provider assumes the entire risk of loss or damages to the equipment, whether or not covered by insurance. The Provider agrees to and does hereby indemnify and hold the Corporation harmless of, from and against all claims, costs expenses, damages, and liabilities, including reasonable attorney fees resulting from an incident to the use, operation, or storage of the equipment during the term of this Agreement and while said equipment is in possession or control of the Provider. The Provider agrees to keep the equipment insured to protect all interests of the Corporation, at the Provider's expense against all risks of loss or damage from every cause whatsoever in a manner and in an amount approved by the Corporation. Said insurance proceeds therefrom shall be payable to the Corporation. *Equipment means those items identified in Appendix I, attached hereto and incorporated herein in reference.*

26. Staffing Pattern of Provider (Refer to Grant Application)

27. Provision and Delivery of Services (Refer to Grant Application)

28. Licenses

The Provider shall procure and keep current any license, certification, permit or accreditation required by local, state, or federal statute or regulations and shall, upon the request of the Corporation, submit to the Corporation proof of such license, certification, permit or accreditation.

29. Criminal Procedure

The Provider shall request a Criminal Offender Record Information (hereinafter referred to as "CORI") from the Criminal History Systems Board, prior to employing an individual whose salary is to be paid with Title III funds, referring for employment or accepting such individual as a volunteer, pursuant to M.G.L.c.6, § 172 and § 172C, and 101 CMR 15.00 et seq. This includes but is not limited to agencies which employ or accept as a volunteer or refer for employment those persons who will provide care, treatment, education, training, transportation, delivery of meals, instruction, counseling, supervision, recreation or other services in a home or in a community-based setting for any elderly and/or disabled person, or one who will have direct or indirect contact with such elderly and/or disabled person, or access to such person's files.

30. Publications

The Provider shall insure that the distribution of any web sites, videos, vehicles, brochures, periodicals or other publications describing any program funded, in part or whole, by Title III funds, prominently display in such report a statement to the following effect:

"This agency and its programs are funded (in whole or in part) by a grant from Mystic Valley Elder Services, the Massachusetts Executive Office of Elder Affairs, and the federal Administration on Aging."

31. Compliance with Legal Services Corporation Restrictions as Set Forth In Public Law 104-134 (If Applicable)

Title III legal assistance Providers (LAP) who receive funding from the Legal Services Corporation shall comply with the restrictions on activities set forth in P.L. 104-134. The Corporation and said LAP may elect to execute the Model Title III-B Legal Assistance Agreement previously adopted by Elder Affairs in place of this Agreement.

32. **Integration**

All attachments to this Agreement are deemed to be part of this Agreement. The entire agreement of the parties is contained herein and this Agreement supersedes all oral agreement and negotiations between the parties relating to the subject matter contained herein.

This Agreement has the following attachments:

Attachment A	Corporation's Service Area
Attachment B	Definition of Greatest Social and Economic Need
Attachment C	Project Reporting (program and expenditure report formats)
Attachment D	Executive Order 588

If any provision of this Agreement is held to be invalid or unenforceable, all other provisions shall nevertheless continue in full force and effect.

33. **Compliance with Law and Regulations**

Provider agrees to comply with the provisions of the Older Americans Act of 1965 as amended in 2020 (Public Law 109-365) and all regulations pertaining thereto, as well as all terms of 45 CFR Part 74 (Administration of Grants) that has not been expressly and specifically modified by this Agreement.

IN WITNESS WHEREOF, the parties have caused this contract to be executed by their duly authorized officers.

Mystic Valley Elder Services

Melrose Council on Aging



By: _____
Title: Lisa Gurgone, MS, Chief Executive Officer

By: _____
Title: _____

Date: 9/19/22

Date: _____

PROGRAM AND SERVICE AGREEMENT ATTACHMENTS

ATTACHMENT A

Corporation's Planning and Service Area

City of Chelsea	Town of North Reading
City of Everett	Town of Reading
City of Malden	Town of Stoneham
City of Medford	Town of Wakefield
City of Melrose	Town of Winthrop
City of Revere	

ATTACHMENT B

Definition of Greatest Social and Economic Need

The definition of ***Greatest Social and Economic Need*** as set forth by the Older Americans Act, Section 102, part 23 and 24 as amended in 2006 and re-authorized in 2020.

Greatest Social Need

The need caused by non-economic factors which include physical and mental disabilities, language barriers, cultural, social or geographical isolation, including isolation caused by racial or ethnic status that restricts the ability of an individual to live perform normal daily tasks or threatens the capacity of the individual to live independently.

While the definition of ***greatest social need*** in the Older Americans Act includes isolation caused by racial or ethnic status, the definition is not intended to exclude the targeting of other populations that experience cultural social or geographic isolation due to other factors. In some communities, such isolation may be caused by minority religious affiliation. In others, isolation due to sexual orientation or gender identity may restrict a person's ability to perform normal daily tasks or live independently

Greatest Economic Need

The need resulting from an income level at or below the poverty line.

COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM



4.2.a

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

CONTRACTOR LEGAL NAME: City of Melrose (and d/b/a):		COMMONWEALTH DEPARTMENT NAME: Department of Conservation and Recreation MMARS Department Code: DCR	
Legal Address: (W-9, W-4): 562 Main Street Melrose Ma 02176		Business Mailing Address: 251 Causeway Street Suite 600 Boston MA 02114	
Contract Manager: Joan Bell	Phone: 978-979-4169	Billing Address (if different):	
E-Mail: jbell@cityofmelrose.org	Fax:	Contract Manager: Cheryl Brooks	Phone: 617-626-1256
Contractor Vendor Code: VC 6000192116		E-Mail: cheryl.brooks@mass.gov	Fax: 617-626-1449
Vendor Code Address ID (e.g. "AD001"): AD_001 (Note: The Address ID must be set up for EFT payments.)		MMARS Doc ID(s): 3CTDCR8900MELROSEEAR	
		RFR/Procurement or Other ID Number: Legislative Exemption	
☒ NEW CONTRACT PROCUREMENT OR EXCEPTION TYPE: (Check one option only) ☐ Statewide Contract (OSD or an OSD-designated Department) ☐ Collective Purchase (Attach OSD approval, scope, budget) ☐ Department Procurement (includes all Grants - 815 CMR 2.00) (Solicitation Notice or RFR, and Response or other procurement supporting documentation) ☐ Emergency Contract (Attach justification for emergency, scope, budget) ☐ Contract Employee (Attach Employment Status Form, scope, budget) ☒ Other Procurement Exception (Attach authorizing language, legislation with specific exemption or earmark, and exception justification, scope and budget)		☐ CONTRACT AMENDMENT Enter Current Contract End Date <u>Prior</u> to Amendment: _____, 20____. Enter Amendment Amount: \$ _____ (or "no change") AMENDMENT TYPE: (Check one option only. Attach details of amendment changes.) ☐ Amendment to Date, Scope or Budget (Attach updated scope and budget) ☐ Interim Contract (Attach justification for Interim Contract and updated scope/budget) ☐ Contract Employee (Attach any updates to scope or budget) ☐ Other Procurement Exception (Attach authorizing language/justification and updated scope and budget)	
The Standard Contract Form Instructions and Contractor Certifications and the following Commonwealth Terms and Conditions document are incorporated by reference into this Contract and are legally binding: (Check ONE option): ☒ Commonwealth Terms and Conditions ☐ Commonwealth Terms and Conditions For Human and Social Services ☐ Commonwealth IT Terms and Conditions			
COMPENSATION: (Check ONE option): The Department certifies that payments for authorized performance accepted in accordance with the terms of this Contract will be supported in the state accounting system by sufficient appropriations or other non-appropriated funds, subject to intercept for Commonwealth owed debts under 815 CMR 9.00 . ☐ Rate Contract. (No Maximum Obligation) Attach details of all rates, units, calculations, conditions or terms and any changes if rates or terms are being amended.) ☒ Maximum Obligation Contract. Enter total maximum obligation for total duration of this contract (or new total if Contract is being amended). \$ <u>75,000</u> .			
PROMPT PAYMENT DISCOUNTS (PPD): Commonwealth payments are issued through EFT 45 days from invoice receipt. Contractors requesting accelerated payments must identify a PPD as follows: Payment issued within 10 days ☐ % PPD; Payment issued within 15 days ☐ % PPD; Payment issued within 20 days ☐ % PPD; Payment issued within 30 days ☐ % PPD. If PPD percentages are left blank, identify reason: ☒ agree to standard 45 day cycle ☐ statutory/legal or Ready Payments (M.G.L. c. 29, § 23A); ☐ only initial payment (subsequent payments scheduled to support standard EFT 45 day payment cycle. See Prompt Pay Discounts Policy.)			
BRIEF DESCRIPTION OF CONTRACT PERFORMANCE or REASON FOR AMENDMENT: (Enter the Contract title, purpose, fiscal year(s) and a detailed description of the scope of performance or what is being amended for a Contract Amendment. Attach all supporting documentation and justifications.) FY23 earmark: provided further, that not less than \$75,000 shall be expended for the city of Melrose for enhancements to the city's recreational developments and parks			
ANTICIPATED START DATE: (Complete ONE option only) The Department and Contractor certify for this Contract, or Contract Amendment, that Contract obligations: ☒ 1. may be incurred as of the Effective Date (latest signature date below) and no obligations have been incurred prior to the Effective Date. ☐ 2. may be incurred as of _____, 20____, a date LATER than the Effective Date below and no obligations have been incurred prior to the Effective Date. ☐ 3. were incurred as of _____, 20____, a date PRIOR to the Effective Date below, and the parties agree that payments for any obligations incurred prior to the Effective Date are authorized to be made either as settlement payments or as authorized reimbursement payments, and that the details and circumstances of all obligations under this Contract are attached and incorporated into this Contract. Acceptance of payments forever releases the Commonwealth from further claims related to these obligations.			
CONTRACT END DATE: Contract performance shall terminate as of <u>6/30, 2023</u> , with no new obligations being incurred after this date unless the Contract is properly amended, provided that the terms of this Contract and performance expectations and obligations shall survive its termination for the purpose of resolving any claim or dispute, for completing any negotiated terms and warranties, to allow any close out or transition performance, reporting, invoicing or final payments, or during any lapse between amendments.			
CERTIFICATIONS: Notwithstanding verbal or other representations by the parties, the " Effective Date " of this Contract or Amendment shall be the latest date that this Contract or Amendment has been executed by an authorized signatory of the Contractor, the Department, or a later Contract or Amendment Start Date specified above, subject to any required approvals. The Contractor certifies that they have accessed and reviewed all documents incorporated by reference as electronically published and the Contractor makes all certifications required under the Standard Contract Form Instructions and Contractor Certifications under the pains and penalties of perjury, and further agrees to provide any required documentation upon request to support compliance, and agrees that all terms governing performance of this Contract and doing business in Massachusetts are attached or incorporated by reference herein according to the following hierarchy of document precedence, the applicable Commonwealth Terms and Conditions, this Standard Contract Form, the Standard Contract Form Instructions and Contractor Certifications, the Request for Response (RFR) or other solicitation, the Contractor's Response (excluding any language stricken by a Department as unacceptable, and additional negotiated terms, provided that additional negotiated terms will take precedence over the relevant terms in the RFR and the Contractor's Response only if made using the process outlined in 801 CMR 21.07 , incorporated herein, provided that any amended RFR or Response terms result in best value, lower costs, or a more cost effective Contract.			
AUTHORIZING SIGNATURE FOR THE CONTRACTOR: X: _____ Date: _____ (Signature and Date Must Be Captured At Time of Signature) Print Name: _____ Print Title: _____		AUTHORIZING SIGNATURE FOR THE COMMONWEALTH: X: _____ Date: _____ (Signature and Date Must Be Captured At Time of Signature) Print Name: _____ Print Title: _____	



CITY OF MELROSE

PARKS DEPARTMENT

100 Slayton Road
Melrose, MA 02176

Joan Bell
Superintendent of Mount Hood
& Public Open Space
jbell@cityofmelrose.org
O: 781.979-4168

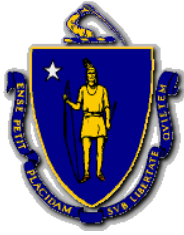
RE: Acceptance of Earmark Grant from DCR (\$75,000)

Per legislation, the Department of Conservation and Recreation is issuing Melrose a \$75,000 earmark grant intended to be used for enhancements to recreational developments and parks. After discussing options with the Park Commission, the decision was made to use these funds to fix and resurface some of our most in need basketball courts, and to repair and possibly add additional pieces to the Melrose Rotary Skateboard Park.

I respectfully request that the City Council accept this grant funding.

Very truly yours,

Ms. Joan Bell, Superintendent of Public Open Space
City of Melrose Parks Department



Commonwealth of Massachusetts
**EXECUTIVE OFFICE OF
 HOUSING & ECONOMIC DEVELOPMENT**
 ONE ASHBURTON PLACE, ROOM 2101
 BOSTON, MA 02108

CHARLES D. BAKER
 GOVERNOR

KARYN E. POLITO
 LIEUTENANT GOVERNOR

MIKE KENNEALY
 SECRETARY

TELEPHONE
 (617) 788-3610

FACSIMILE
 (617) 788-3605

www.mass.gov/eohed

June 28, 2022

Paul Brodeur, Mayor
 City of Melrose
 562 Main Street
 Melrose, MA 02176

Dear Mayor Brodeur:

I would like to thank you for applying to the Community One Stop for Growth, and for recently taking the time to meet with my team to discuss your project. I very much appreciate hearing about cities and towns that are being proactive in leveraging opportunities for economic growth, and infrastructure projects that enable the production of housing near public transit are a top priority of our Administration. I am happy to consider making targeted state investments to projects that may benefit from an early grant decision to accelerate their timelines.

Therefore, on behalf of the Baker-Polito Administration, I am pleased to inform you that I have approved a grant in the amount of **\$615,000** to the **City of Melrose** (Grantee) in support of the **Ell Pond Culvert Relocation Project**, as outlined in your application to the One Stop. Given that this is a partial award, the city will be expected to cover any additional funds needed to complete the project. A member of the MassWorks team will reach out to your office to discuss next steps for contracting.

Please be advised that this letter does not constitute an agreement or contract with EOHED or the Commonwealth of Massachusetts, nor does it confer any rights onto the Grantee. The Grantee is not authorized to proceed with any purchases or work, for which it expects reimbursement from this grant, until a contract has been fully executed with EOHED. This grant commitment is contingent upon successful execution of a contract no later than September 30, 2022 and a project scope/timeline confirming that the project can be completed within three years.

Sincerely,

Mike Kennealy
 Secretary

cc: Senator Jason M. Lewis
 Representative Kate Lipper-Garabedian
 Denise Gaffey, City Planner, City of Melrose
 Juan R. Vega, Assistant Secretary for Communities and Programs, EOHED

Attachment: MassWorks Award Letter - City of Melrose June 2022 (ORDER-2023-22 : MassWorks Grant for Culvert Relocation)

COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM



4.3.b

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

CONTRACTOR LEGAL NAME: City of Melrose (and d/b/a):		COMMONWEALTH DEPARTMENT NAME: Executive Office of Housing and Econ. Dev. MMARS Department Code: EED	
Legal Address: (W-9, W-4): 562 Main Street, Melrose, MA 02176		Business Mailing Address: 1 Ashburton Place, Boston, MA 02108	
Contract Manager: Denise Gaffey	Phone: 781-979-4190	Billing Address (if different):	
E-Mail: DGaffey@cityofmelrose.org	Fax:	Contract Manager: Jong Wai Tommee	Phone: 617-686-1328
Contractor Vendor Code: VC6000192115		E-Mail: jong.wai.tommee@mass.gov	
Vendor Code Address ID (e.g. "AD001"): AD_0001 (Note: The Address ID must be set up for EFT payments.)		MMARS Doc ID(s): 22MWIPMELROSELLPOND	
RFR/Procurement or Other ID Number: MWIP FY2023			
<u>X</u> NEW CONTRACT PROCUREMENT OR EXCEPTION TYPE: (Check one option only) ☐ Statewide Contract (OSD or an OSD-designated Department) ☐ Collective Purchase (Attach OSD approval, scope, budget) ☒ Department Procurement (includes all Grants - 815 CMR 2.00) (Solicitation Notice or RFR, and Response or other procurement supporting documentation) ☐ Emergency Contract (Attach justification for emergency, scope, budget) ☐ Contract Employee (Attach Employment Status Form, scope, budget) ☐ Other Procurement Exception (Attach authorizing language, legislation with specific exemption or earmark, and exception justification, scope and budget)		<u> </u> CONTRACT AMENDMENT Enter Current Contract End Date <u>Prior</u> to Amendment: <u> </u> , 20 <u> </u> . Enter Amendment Amount: \$ <u> </u> . (or "no change") AMENDMENT TYPE: (Check one option only. Attach details of amendment changes.) ☐ Amendment to Date, Scope or Budget (Attach updated scope and budget) ☐ Interim Contract (Attach justification for Interim Contract and updated scope/budget) ☐ Contract Employee (Attach any updates to scope or budget) ☐ Other Procurement Exception (Attach authorizing language/justification and updated scope and budget)	
The Standard Contract Form Instructions and Contractor Certifications and the following Commonwealth Terms and Conditions document are incorporated by reference into this Contract and are legally binding: (Check ONE option): <u>X</u> Commonwealth Terms and Conditions <u> </u> Commonwealth Terms and Conditions For Human and Social Services <u> </u> Commonwealth IT Terms and Conditions			
COMPENSATION: (Check ONE option): The Department certifies that payments for authorized performance accepted in accordance with the terms of this Contract will be supported in the state accounting system by sufficient appropriations or other non-appropriated funds, subject to intercept for Commonwealth owed debts under 815 CMR 9.00 . ☐ Rate Contract. (No Maximum Obligation) Attach details of all rates, units, calculations, conditions or terms and any changes if rates or terms are being amended.) ☒ Maximum Obligation Contract. Enter total maximum obligation for total duration of this contract (or new total if Contract is being amended). \$ <u>615,000</u>			
PROMPT PAYMENT DISCOUNTS (PPD): Commonwealth payments are issued through EFT 45 days from invoice receipt. Contractors requesting accelerated payments must identify a PPD as follows: Payment issued within 10 days <u> </u> % PPD; Payment issued within 15 days <u> </u> % PPD; Payment issued within 20 days <u> </u> % PPD; Payment issued within 30 days <u> </u> % PPD. If PPD percentages are left blank, identify reason: <u>X</u> agree to standard 45 day cycle <u> </u> statutory/legal or Ready Payments (M.G.L. c. 29, § 23A); <u> </u> only initial payment (subsequent payments scheduled to support standard EFT 45 day payment cycle. See Prompt Pay Discounts Policy.)			
BRIEF DESCRIPTION OF CONTRACT PERFORMANCE or REASON FOR AMENDMENT: (Enter the Contract title, purpose, fiscal year(s) and a detailed description of the scope of performance or what is being amended for a Contract Amendment. Attach all supporting documentation and justifications.) Capital grant funding through the MassWorks Infrastructure Program (pursuant to Plan Item D001 in the Mass. Capital Investment Plan 2022-2026) to support a public infrastructure project, in accordance with the scope and additional terms and conditions outlined in Attachment A, and as described in the attached RFR response.			
ANTICIPATED START DATE: (Complete ONE option only) The Department and Contractor certify for this Contract, or Contract Amendment, that Contract obligations: ☒ 1. may be incurred as of the Effective Date (latest signature date below) and no obligations have been incurred prior to the Effective Date. ☐ 2. may be incurred as of <u> </u> , 20 <u> </u> , a date LATER than the Effective Date below and no obligations have been incurred prior to the Effective Date. ☐ 3. were incurred as of <u> </u> , 20 <u> </u> , a date PRIOR to the Effective Date below, and the parties agree that payments for any obligations incurred prior to the Effective Date are authorized to be made either as settlement payments or as authorized reimbursement payments, and that the details and circumstances of all obligations under this Contract are attached and incorporated into this Contract. Acceptance of payments forever releases the Commonwealth from further claims related to these obligations.			
CONTRACT END DATE: Contract performance shall terminate as of <u>June 30</u> , 20 <u>24</u> , with no new obligations being incurred after this date unless the Contract is properly amended, provided that the terms of this Contract and performance expectations and obligations shall survive its termination for the purpose of resolving any claim or dispute, for completing any negotiated terms and warranties, to allow any close out or transition performance, reporting, invoicing or final payments, or during any lapse between amendments.			
CERTIFICATIONS: Notwithstanding verbal or other representations by the parties, the "Effective Date" of this Contract or Amendment shall be the latest date that this Contract or Amendment has been executed by an authorized signatory of the Contractor, the Department, or a later Contract or Amendment Start Date specified above, subject to any required approvals. The Contractor certifies that they have accessed and reviewed all documents incorporated by reference as electronically published and the Contractor makes all certifications required under the Standard Contract Form Instructions and Contractor Certifications under the pains and penalties of perjury, and further agrees to provide any required documentation upon request to support compliance, and agrees that all terms governing performance of this Contract and doing business in Massachusetts are attached or incorporated by reference herein according to the following hierarchy of document precedence, the applicable Commonwealth Terms and Conditions, this Standard Contract Form, the Standard Contract Form Instructions and Contractor Certifications, the Request for Response (RFR) or other solicitation, the Contractor's Response (excluding any language stricken by a Department as unacceptable, and additional negotiated terms, provided that additional negotiated terms will take precedence over the relevant terms in the RFR and the Contractor's Response only if made using the process outlined in 801 CMR 21.07 , incorporated herein, provided that any amended RFR or Response terms result in best value, lower costs, or a more cost effective Contract.			
AUTHORIZING SIGNATURE FOR THE CONTRACTOR: X: _____ Date: _____ (Signature and Date Must Be Captured At Time of Signature)		AUTHORIZING SIGNATURE FOR THE COMMONWEALTH: X: _____ Date: _____ (Signature and Date Must Be Captured At Time of Signature)	
Print Name: <u>Paul Brodeur</u> Print Title: <u>Mayor</u>		Print Name: <u>Mike Kennealy or Designee</u> Print Title: <u>Secretary of Housing and Economic Development</u>	



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: Denise Gaffey, Director of Planning and Community Development
Vonnie Reis, P.E., City Engineer

RE: MassWorks Infrastructure Program Grant Award

DATE: September 19, 2022

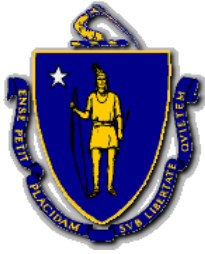
We respectfully request your approval of a MassWorks Infrastructure Grant in the amount of \$615,000 through the Executive Office of Housing and Economic Development Community One Stop for Growth Program. The grant funding will support the relocation of a portion of the Ell Pond Culvert, which currently runs below the property at 681-697 Main Street. The deteriorated condition of the culvert is a major impediment to realizing the full potential of this important gateway to downtown Melrose.

The city will supplement the grant funding with in-kind services to manage the culvert relocation project. We do not anticipate any city funding being allocated toward the project and we are not requesting or required to provide city matching funds. The project costs that exceed the grant funding, estimated at \$36,000, will be paid by the developer who is currently undergoing a permitting process for a new mixed-use building at the site.

In conjunction with the permitting, we anticipate that the construction documents for the culvert relocation will be completed this fall and the project will be bid during the winter months in anticipation of work to occur when the weather is favorable in the late spring or early summer of 2023.

Thank you for your consideration. We look forward to discussing this further with you at an upcoming Committee meeting.

Attachment: Council memo Massworks culvert grant 9_19_2022 (ORDER-2023-22 : MassWorks Grant for Culvert Relocation)



COMMONWEALTH OF MASSACHUSETTS
 EXECUTIVE OFFICE OF
 ENERGY AND ENVIRONMENTAL AFFAIRS
DEPARTMENT OF ENERGY RESOURCES
 100 CAMBRIDGE ST., SUITE 1020
 BOSTON, MA 02114
 Telephone: 617-626-7300
 Facsimile: 617-727-0030

Charles D. Baker
 Governor

Karyn E. Polito
 Lt. Governor

Bethany A. Card
 Secretary

Patrick C. Woodcock
 Commissioner

July 25, 2022

Paul Brodeur, Mayor
 City of Melrose
 562 Main Street
 Melrose, MA 02176

Dear Mayor Brodeur:

I am pleased to inform you that the Department of Energy Resources (DOER) Green Communities Division has approved an award of **\$500,000** for the following projects proposed in the City of Melrose's Green Communities Competitive Grant application.

List of projects funded:

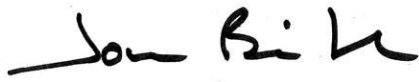
- \$500,000, Public Library — Decarbonization project

The Division reviewed Melrose's grant application and has determined these are viable projects that meet the eligibility requirements of our Competitive Grant program. **Please note that, due to the competitive nature of this grant program, the use of these funds is restricted to the specifically-approved projects listed above.**

Jane Pfister, Green Communities Grant Coordinator, will follow up with the contact listed in your competitive grant application to discuss next steps, including coordination of the grant contract process. The Green Communities Division looks forward to working with the City of Melrose on your grant projects. We congratulate you on your grant award and applaud your efforts to create a cleaner energy future for your community and the Commonwealth as a whole.

Please do not hesitate to contact me at 617-823-4029 or by email at Joanne.Bissetta@mass.gov with any questions you may have regarding your grant award.

Sincerely,



Joanne Bissetta, Director
Green Communities Division

Cc: Martha Grover, Sustainability Manager
Neal Duffy, Northeast Green Communities Regional Coordinator

Attachment: melrose_cpt11-1 award letter (ORDER-2023-23 : Green Communities Grant for Library Decarbonization)



I.COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM



4.4.b

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

CONTRACTOR LEGAL NAME: City of Melrose (and d/b/a):		COMMONWEALTH DEPARTMENT NAME: Department of Energy Resources MMARS Department Code: ENE1000	
Legal Address: (W-9, W-4): 562 Main Street, Melrose MA 02176		Business Mailing Address: 100 Cambridge Street, Suite 1020, Boston, MA 02114	
Contract Manager: Mayor Paul Brodeur	Phone: 781-979-4500	Billing Address (if different):	
E-Mail: mayorsoffice@cityofmelrose.org	Fax: 781-979-4290	Contract Manager: Jane Pfister	Phone: 617-626-7300
Contractor Vendor Code: VC6000192115		E-Mail: jane.pfister@mass.gov	Fax: 617-727-0030
Vendor Code Address ID (e.g., "AD001"): AD 001 (Note: The Address ID must be set up for EFT payments.)		MMARS Doc ID(s):	
		RFR/Procurement or Other ID Number: PON-ENE-2022-007	
<u> X </u> NEW CONTRACT PROCUREMENT OR EXCEPTION TYPE: (Check one option only) ☐ Statewide Contract (OSD or an OSD-designated Department) ☐ Collective Purchase (Attach OSD approval, scope, budget) ☒ Department Procurement (includes all Grants - 815 CMR 2.00) (Solicitation Notice or RFR, and Response or other procurement supporting documentation) ☐ Emergency Contract (Attach justification for emergency, scope, budget) ☐ Contract Employee (Attach Employment Status Form, scope, budget) ☐ Other Procurement Exception (Attach authorizing language, legislation with specific exemption or earmark, and exception justification, scope and budget)		<u> </u> CONTRACT AMENDMENT Enter Current Contract End Date <u>Prior</u> to Amendment: _____, 20____. Enter Amendment Amount: \$ _____ (or "no change") AMENDMENT TYPE: (Check one option only. Attach details of amendment changes.) ☐ Amendment to Date, Scope or Budget (Attach updated scope and budget) ☐ Interim Contract (Attach justification for Interim Contract and updated scope/budget) ☐ Contract Employee (Attach any updates to scope or budget) ☐ Other Procurement Exception (Attach authorizing language/justification and updated scope and budget)	
The Standard Contract Form Instructions and Contractor Certifications and the following Commonwealth Terms and Conditions document are incorporated by reference into this Contract and are legally binding: (Check ONE option): <u> X </u> Commonwealth Terms and Conditions <u> </u> Commonwealth Terms and Conditions For Human and Social Services <u> </u> Commonwealth IT Terms and Conditions			
COMPENSATION: (Check ONE option): The Department certifies that payments for authorized performance accepted in accordance with the terms of this Contract will be supported in the state accounting system by sufficient appropriations or other non-appropriated funds, subject to intercept for Commonwealth owed debts under 815 CMR 9.00. <u> </u> Rate Contract. (No Maximum Obligation) Attach details of all rates, units, calculations, conditions or terms and any changes if rates or terms are being amended.) <u> X </u> Maximum Obligation Contract. Enter total maximum obligation for total duration of this contract (or new total if Contract is being amended). \$ <u>500,000</u>			
PROMPT PAYMENT DISCOUNTS (PPD): Commonwealth payments are issued through EFT 45 days from invoice receipt. Contractors requesting accelerated payments must identify a PPD as follows: Payment issued within 10 days <u> </u> % PPD; Payment issued within 15 days <u> </u> % PPD; Payment issued within 20 days <u> </u> % PPD; Payment issued within 30 days <u> </u> % PPD. If PPD percentages are left blank, identify reason: <u> X </u> agree to standard 45 day cycle <u> </u> statutory/legal or Ready Payments (M.G.L. c. 29, § 23A); <u> </u> only initial payment (subsequent payments scheduled to support standard EFT 45 day payment cycle. See Prompt Pay Discounts Policy.)			
BRIEF DESCRIPTION OF CONTRACT PERFORMANCE or REASON FOR AMENDMENT: This is a contract to award a grant to the City of Melrose for fiscal years 2022-2026 under the Green Communities Competitive Grant Program in the amount of Five Hundred Thousand Dollars and No Cents (\$500,000.00) The grant will fund energy conservation measures, decarbonization project, in municipal facilities including Public Library, to be provided for the benefit of, and subject to the direction and oversight of, the Grantee as detailed in Attachment C.			
ANTICIPATED START DATE: (Complete ONE option only) The Department and Contractor certify for this Contract, or Contract Amendment, that Contract obligations: <u> X </u> 1. may be incurred as of the Effective Date (latest signature date below) and no obligations have been incurred prior to the Effective Date. <u> </u> 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. <u> </u> 3. were incurred as of _____, 20____, a date PRIOR to the Effective Date below, and the parties agree that payments for any obligations incurred prior to the Effective Date are authorized to be made either as settlement payments or as authorized reimbursement payments, and that the details and circumstances of all obligations under this Contract are attached and incorporated into this Contract. Acceptance of payments forever releases the Commonwealth from further claims related to these obligations.			
CONTRACT END DATE: Contract performance shall terminate as of <u>September 30, 2025</u>, with no new obligations being incurred after this date unless the Contract is properly amended, provided that the terms of this Contract and performance expectations and obligations shall survive its termination for the purpose of resolving any claim or dispute, for completing any negotiated terms and warranties, to allow any close out or transition performance, reporting, invoicing or final payments, or during any lapse between amendments.			
CERTIFICATIONS: Notwithstanding verbal or other representations by the parties, the "Effective Date" of this Contract or Amendment shall be the latest date that this Contract or Amendment has been executed by an authorized signatory of the Contractor, the Department, or a later Contract or Amendment Start Date specified above, subject to any required approvals. The Contractor certifies that they have accessed and reviewed all documents incorporated by reference as electronically published and the Contractor makes all certifications required under the Standard Contract Form Instructions and Contractor Certifications under the pains and penalties of perjury, and further agrees to provide any required documentation upon request to support compliance, and agrees that all terms governing performance of this Contract and doing business in Massachusetts are attached or incorporated by reference herein according to the following hierarchy of document precedence, the applicable Commonwealth Terms and Conditions, this Standard Contract Form, the Standard Contract Form Instructions and Contractor Certifications, the Request for Response (RFR) or other solicitation, the Contractor's Response (excluding any language stricken by a Department as unacceptable, and additional negotiated terms, provided that additional negotiated terms will take precedence over the relevant terms in the RFR and the Contractor's Response only if made using the process outlined in 801 CMR 21.07, incorporated herein, provided that any amended RFR or Response terms result in best value, lower costs, or a more cost effective Contract.			
AUTHORIZING SIGNATURE FOR THE CONTRACTOR: X: _____ Date: _____ (Signature and Date Must Be Captured At Time of Signature) Print Name: <u>Paul Brodeur</u> Print Title: <u>Mayor</u>		AUTHORIZING SIGNATURE FOR THE COMMONWEALTH: X: _____ Date: _____ (Signature and Date Must Be Captured At Time of Signature) Print Name: <u>Marcelle T. Payen</u> Print Title: <u>Chief Financial Officer</u>	

BACKGROUND

1. The DOER has selected the Grantee to receive Green Communities grant funds for projects described in the Grantee’s response to the PON.
2. The DOER approves the expenditure of funds as described in Attachment D (Budget) for the work planned and described in Attachment C (Scope of Grant Award).
3. The Grantee agrees to complete the projects described in the Scope of Grant Award (collectively referred to as “the Project”).

This agreement (Agreement) incorporates and makes part hereof certain attachments and forms which have been provided and accepted by the parties as part to this Agreement. Copies of such agreed upon attachments and forms are attached hereto set forth in their entirety and made part of this Agreement by reference:

THE COMMONWEALTH STANDARD CONTRACT FORM

BACKGROUND

ATTACHMENT A: GREEN COMMUNITIES COMPETITIVE GRANT APPLICATION MATERIALS

ATTACHMENT B: GRANTEE RESPONSE

ATTACHMENT C: SCOPE OF GRANT AWARD

ATTACHMENT D: BUDGET

THE COMMONWEALTH OF MASSACHUSETTS STANDARD CONTRACT ATTACHMENTS

1. COMMONWEALTH TERMS AND CONDITIONS
2. GRANTEE AUTHORIZED SIGNATORY LISTING
3. W-9 FORM
4. EFT

ATTACHMENT A – Green Communities Competitive Grant Application Materials

The Program Opportunity Notice (PON) was provided to the municipality via Commbuys, the Commonwealth's procurement website.

DOER PON-ENE-2022-007 2022 Green Communities Competitive Grant Program

Bid # [BD-22-1041-ENE01-ENE01-71370](#)

ATTACHMENT B – Grantee Response

(All documents listed below are available to DOER fiscal staff at:

<https://massdoer.imeetcentral.com/greencommunities/dbapp=7ary4jojv3xnh83ficwf09s252274943&ac=h&num=0&view=1152484>

1. Grantee submission narrative – Melrose gc grant narrative.pdf; Melrose public library schematic design narrative revised 032322.pdf
2. Grantee grant table submitted – gc grant table 2022.xlsx
3. Grantee certification of application submitted – Melrose certificate of application.pdf

Response included additional files:

- gc grant match letter.pdf;
- hvac spec design development phase.pdf
- public library dd estimate 03 29 22 rev1.pdf
- sd phase energy analysis draft preliminary report.pdf
- proposed addition image.pdf
- sd phase energy analysis emailed date.pdf

ATTACHMENT C – SCOPE OF GRANT AWARD**COMMONWEALTH OF MASSACHUSETTS
SCOPE OF GRANT AWARD AGREEMENT**

**By and Between
Department of Energy Resources
and
City of Melrose**

SCOPE OF GRANT AWARD**1. Overview**

The purpose of this contract is to award a grant to the City of Melrose (Grantee) for a maximum obligation amount not to exceed Five Hundred Thousand Dollars and No Cents (\$500,000.00) to fund energy conservation measures in municipal facilities including Public Library, as more particularly described in Attachment B (Project). In connection with the above referenced grant, the Grantee requested five hundred thousand dollars and no cents (\$500,000.00) in public funding out of twenty one million twenty nine thousand one hundred thirty three dollars and no cents (\$21,029,133.00) in total project costs for energy conservation measures listed in attachment B. The energy conservation measures funded are decarbonization project.

The Grantee is responsible for informing the Department of Energy Resources (DOER) of all eligible expenses and Project deliverables as compared to the original proposal as set forth in Attachment B.

Note that no changes in Project scope can occur or proceed without the prior written authorization from the DOER.

2. Contingencies

The Grantee shall provide to the DOER's satisfaction, the required information as stated below as applicable to the Project(s), as soon as the information becomes available.

1. Documentation that the municipality has met, teleconferenced, or had an email exchange with its gas and/or electric public utility representatives regarding the availability of utility incentives for any eligible energy conservation or efficiency measures.
2. Documentation of having **applied for all gas and electric rebates** provided for eligible energy conservation or efficiency measures. The Grantee is required to have documentation from utilities regarding rebates before selection and installation of products.

3. Procurement

All procurement contracts and subcontracts entered into by public agencies and governmental bodies shall be governed by and in accordance with Massachusetts General Laws. Where applicable, such procurements, contracts and subcontracts shall be governed by the all provisions of either M.G.L. c.25A, § 11C or §11I, M.G.L. c.30B, or M.G.L c.149. All designer selection for building projects shall be governed by M.G.L. c.7, §§38A1/2 - O.

4. Program Schedule

The following are milestones to ensure timely completion of the Project(s). If the Grantee is unable to meet these milestones Grantee shall promptly contact the DOER.

- (1) Complete construction of the Project (s) – August 1, 2025
- (2) End of grant period – September 30, 2025

5. Disbursement of Funds

Initial Disbursement: Twenty five percent (25%) of the award in the amount of one hundred twenty five thousand dollars and no cents (\$125,000.00) will be disbursed by the DOER subsequent to the execution of this grant agreement and upon the DOER's agreement that contingency number one as stated under Section Two Contingencies of this Scope of Grant Award has been fully satisfied.

Second Disbursement: Fifty percent (50%) of the award in the amount of two hundred fifty thousand dollars and no cents (\$250,000.00), shall be disbursed upon verification by the DOER that twenty-five percent (25%) of the grant funds have been expended and that contingency number two as stated in Section Two Contingencies of this Scope of Contract Award has been fully satisfied and that all reporting requirements have been met. Reporting requirements will include submittal by the Grantee to the DOER of detailed dated invoices of Grantee's costs incurred to date.

Final Disbursement: Twenty five percent (25%) of the award in the amount of one hundred twenty five thousand dollars and no cents (\$125,000.00), shall be disbursed after a site visit by the DOER, a review of the detailed invoices of the Project(s) and any other requested documentation and verification by the DOER that the Project(s) are complete, that one hundred percent (100%) of grant funds have been expended, evidence of approved utility incentives have been provided, and that all reporting requirements and requests by the DOER have been met, including submittal and approval of the Final Report.

Funds shall not be used for the reimbursement of any work related to this Project(s) performed before the contract Effective Date.

6. Grantee Warrants to Keep Facility Open

For Project(s) involving services or construction at facility(s) owned by or under the control of the Grantee, the Grantee hereby warrants and certifies that the facility (s) for which grant funds are designated will remain open and in service for at least five (5) years following completion of proposed project(s).

7. Separate Accounts

The Grantee shall at all times conduct its business and affairs in such a manner that any and all ledger accounts and records pertaining to the receipt and expenditure of the DOER funds under this Agreement shall be kept separate and distinct from all ledger accounts and records of the Grantee relative to any other enterprise which the Grantee has engaged in, developed, or administered.

8. Unused Funds

Any funds undisbursed or uncommitted by the Grantee after September 30, 2025, shall be promptly returned to the DOER within sixty (60) days.

9. Administrative Costs

Grantee's administrative costs shall not exceed ten percent (10%) of the maximum obligation contract amount of Five Hundred Thousand Dollars and No Cents (\$500,000.00).

10. Publicity

The municipality will coordinate with the DOER on all publicity regarding this Project(s).

11. Reporting and Other Required Documentation

- A. Should Grantee engage a third party to manage administrative functions of the program and rely on the internal controls of that third party, the third party shall provide the results of an internal controls audit annually according to the provisions Statements of Auditing Standards No. 70 to the DOER and Grantee.
- B. Grantee shall have a program to combat fraud, waste and abuse of funds and shall incorporate into its program guidance provided by the Office of the State Comptroller.
- C. **Quarterly reports:** The Grantee shall be required to file progress and financial reports once every quarter, unless specifically exempted in writing by the DOER. Quarterly reports are due by 5PM four (4) days after the completion of each of the following quarters:
 - a. July 1 – Sept 30
 - b. Oct 1 – Dec 30
 - c. Jan 1 – Mar 30
 - d. Apr 1 – June 30

Quarterly reports shall include:

- a. The progress and status of activities performed in relation to the Scope of Grant Award including an explanation of any delays or obstacles encountered in meeting the performance schedule as well as a description of efforts taken to resolve delays; and
 - b. The actual costs incurred to date by the Project, breaking down all costs in such manner as the DOER may prescribe.
- D. **Final report:** The final report shall be submitted within two (2) months after completion of the final project receiving funding, and shall include a summary of the projects completed, including project locations and capacity. All quarterly and final reports above shall be submitted to:

Jane Pfister
 Green Communities Grant Coordinator
jane.pfister@mass.gov

NOTE: If the services funded by this Agreement are solicited pursuant to M.G.L. Ch. 25A § 11C or § 11I, then the Grantee shall also comply with the monitoring and reporting requirements set forth in the DOER's regulations at 225 C.M.R. 10.00, 19.00 or other applicable regulations. For solar PV systems, registration with and reporting to the Massachusetts Clean Energy Center Production Tracking System (PTS) is required.

- E. **Ownership of Reports and Other Required Documentation:** The deliverables shall be owned by the Commonwealth of Massachusetts and treated as public documents. Following the completion of the contract both the Commonwealth of Massachusetts and the Grantee retain the right to make further use of the deliverables.

VI. ATTACHMENT D - BUDGET

Check one: ☒ Initial Budget☐ Budget/Account Amendment. Maximum Obligation before this Amendment:

PRIOR MMARS DOCUMENT ID: _____ (for reference - if applicable)

CURRENT DOC ID: _____.

[See Instructions for Additional Guidance on completion. Insert as many additional lines as necessary.]

A	B	C	D	E	F	G	H	I
Budget Fiscal Year	Account	Object Class	Activity / Function Codes	Initial Amount / or Amount Prior to Amendment	Indicate Add or Reduce +/-	Amendment Amount	Enter "YES" if Amount is a prior FY budget reduction or a current FY "Carry-in" authorization for Federal Funds	New Amount After Amendment
FY23	2000-0113	P01	GNCO-COMP	\$499,997.00				
FY24	2000-0113	P01	GNCO-COMP	\$ 1.00				
FY25	2000-0113	P01	GNCO-COMP	\$ 1.00				
FY26	2000-0113	P01	GNCO-COMP	\$ 1.00				

FISCAL YEAR SUBTOTALS AND TOTAL MAXIMUM OBLIGATION FOR DURATION OF CONTRACT	
FISCAL YEAR: <u>2023</u> SUBTOTAL (or New Subtotal if Fiscal Year Subtotal being amended)	\$499,997.00
FISCAL YEAR: <u>2024</u> SUBTOTAL (or New Subtotal if Fiscal Year Subtotal being amended)	\$ 1.00
FISCAL YEAR: <u>2025</u> SUBTOTAL (or New Subtotal if Fiscal Year Subtotal being amended)	\$ 1.00
FISCAL YEAR: <u>2026</u> SUBTOTAL (or New Subtotal if Fiscal Year Subtotal being amended)	\$ 1.00
TOTAL MAXIMUM OBLIGATION FOR DURATION OF CONTRACT	\$500,000.00

Attachment: melrose CPT11-1 grant contract (ORDER-2023-23 : Green Communities Grant for Library Decarbonization)

**VII. COMMONWEALTH OF MASSACHUSETTS
STANDARD CONTRACT ATTACHMENTS (ENCLOSED)**

1. COMMONWEALTH TERMS AND CONDITIONS
2. GRANTEE AUTHORIZED SIGNATORY LISTING
3. W-9 FORM
4. EFT



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: Denise Gaffey, Director of Planning and Community Development
Martha Grover, Sustainability Manager

RE: Green Communities Decarbonization Grant for Library Renovation Project

DATE: September 19, 2022

In April 2022 we applied for our seventh Green Communities Competitive Grant from the Massachusetts Department of Energy Resources (DOER) and Mayor Brodeur was recently notified of the award. The \$500,000 grant award is from a new Green Communities grant category for building decarbonization implementation projects and will be applied to the Melrose Public Library Renovation Project. We are requesting City Council approval to accept the grant and enter into the contract with DOER. There are no city matching funds required for this grant.

The grant funds will be used to offset the costs of switching the original building designs proposed in 2016 from natural gas heating to all-electric space and water heating along with ventilation and building envelope measures that were not included in early project estimates. Much has changed since 2016 but first and foremost, in recognition of the devastating impacts of climate change and the need to reduce greenhouse gas emissions, the City of Melrose made a commitment to be net zero and carbon free quickly and significantly by 2050. In addition, the recently revised MassSave New Construction program has established a path for Zero Net Energy / Deep Energy Savings for Library Building Types with a target Energy Use Intensity (EUI) goal of 30.0 to be eligible for the maximum incentives. As a result of these new requirements, the initial building plans that called for a natural gas heating system had to be overhauled and additional ventilation and building envelope improvements considered. The project team is also seeking LEED (Leadership in Energy and Environmental Design) Certification for the building.

Thank you for your consideration. We look forward to discussing this further with you at an upcoming committee meeting.

September 19, 2022

Melrose City Council
562 Main Street
Melrose, MA 02176

RE: Request for Funding for Pre-Design Services for Public Safety Buildings

Dear Honorable City Councilors,

We, the Melrose Public Safety Building Committee, request \$68,500 for design services, including reimbursable expenses, for an architectural firm to complete pre-design services for proposed upgrades to the city's fire and police stations. These services, which include developing conceptual design plans, schedules, and cost estimates for several possible options, will allow our committee to refine two options and present these options to the Mayor, the City Council, and the public for review in early 2023.

In late 2021, the Mayor established this Public Safety Building Committee to come up with a recommendation for how to upgrade our public safety buildings to best serve the needs of the Police and Fire Departments. We initiated our effort by reviewing the previous feasibility study for public safety buildings completed in 2017 and are coming up with our recommendations which balance both the needs of our city and an effective use of our tax-payer dollars. We will present our recommendations to the Mayor, City Council, and the general public in stages as we come up with our findings. Our task is to make an informed recommendation on the best path for public safety buildings for our city, and to explain this to our fellow citizens so that we, as a community, can reach consensus on the funding for this effort.

Our committee has confirmed that our police and fire stations have been in dire need of upgrades for quite some time now. Improving our public safety buildings will be a major, multi-year project for our city to undertake. The actual cost of this effort will depend on which plan Melrose selects, the design fees, the construction and land costs, and the phasing of the project. Outdated police and fire stations are not a local phenomenon. We have studied how surrounding municipalities have upgraded their public safety building infrastructure, and are learning from their planning, funding, and execution.

Dore and Whittier, the architecture firm who also performed the previous 2017 feasibility study, have completed a [number of public safety building projects](#) for municipalities in New England. They have presented us with a scope of work and fee proposal to assist our Committee, which we determine to be reasonable. Their work will take approximately four months, pending approval of this appropriation request, contracting, and signing a notice to proceed.

Request for Funding for Public Safety Facility Design Services
Page Two

We are requesting this funding for Dore and Whittier to refine the design, including schedules and cost estimates, for the following options identified by our committee through our work over the past year:

- Making structural, utilities, and accessibility improvements to the Central Fire Station on Main St.
- Renovating and adding a 2-story addition to Engine 2 on Tremont St.
- Demolishing and building a new Engine 2 on Tremont St.
- Renovating and adding a second floor to Engine 3 on East Foster St.
- Demolishing and building a new Engine 3 on East Foster St.
- Renovating Engine 3 on East Foster St., without any additions.
- Building a new police station and dispatch center on a larger site.
- Converting a larger, existing building into a new police station on a new site.
- Different combinations of the above.

We appreciate your consideration of this request and look forward to discussing it with you.

Respectfully,

Eugenia Gibbons

Jeff McNaught

Public Safety Buildings Committee Co-Leaders

cc: Mayor Paul Brodeur

Attachments: Dore & Whittier Proposal Letter dated August 31, 2022
Proposed Conceptual Options

August 31, 2022

Elena Proakis Ellis, PE, BCEE
 Director of Public Works
 City of Melrose
 72 Tremont Street
 Melrose, MA 02176



RE: Additional Public Safety Study Fee Proposal – *Revision 1*

Dear Elena and Public Safety Committee members,

Dore + Whittier has been requested by the Melrose Public Safety Committee to furnish a fee proposal to develop conceptual plans and “high level” programming/space needs analysis, schedule and cost estimates related to their public safety facilities. *This revised proposal adds a design option which removes and replaces Engine 3 with a new fire station on the existing site.*

In accordance with the Draft RFP for Pre-Design Services dated July 31, 2022, and sent to us via e-mail on August 2, we offer the following understanding of the scope of work and a fee proposal to provide the requested deliverables.

Programming

Dore + Whittier will meet with the Public Safety Committee to review the 2017 programming and space needs analyses and discuss the current considerations and needs for each department. This includes any current or anticipated changes to staffing or operational procedures that may have come up since the 2017 study. We will then generate an updated program and space needs summary for the Police and Fire Departments based on the three facility Options defined in the Draft RFP.

We will then develop new Space Diagrams and other details needed to convey the type / location / configuration of spaces so that the scope of renovation and new construction work is evident and sufficient for our Estimator’s use in developing conceptual cost estimates. This includes considerations for any changes to code requirements, regulations, industry standards, equipment, etc., that may have occurred since 2017.

Existing Conditions Assessment

We will not be assessing existing conditions and do not plan on making any site visits except for our structural engineer, EDG, who will need to take a closer look at Engine 2 and Engine 3 since the Options for additions at those stations were not considered in our 2017 Study. Their evaluation of existing conditions will enable the development of proposed design solutions and structural details for cost estimating purposes.

Schedule

Dore + Whittier will provide a proposed time frame estimate to complete the design and construction associated with each of the six possible build options. These schedules are to be developed based on the City’s use of a Construction Manager at Risk (Ch. 149A) delivery method. We note that D+W has extensive experience with this approach to construction in Massachusetts.

Attachment: Dore & Whittier Proposal Rev-1 8_31_2022 (ORDER-2023-24 : Design Services for Public Safety Facilities)

Cost Estimates

We will again retain PM+C for Construction Cost Estimating. Together we will generate a Total Project Cost Estimate for each of the six possible build options based on information that we develop and issue to them.

PM+C provided cost estimates for two projects in 2017 – a new HQ/Engine 2 station proposed for the Station 2 site and a renovation/addition project to convert the existing Fire Headquarters for Police Department use. (Initial guidelines provided to us then were that we could only consider the use of existing sites for police and fire facility solutions or adaptations). PM+C also provided the line-item costs for each fire station capital improvement plan, so they are familiar with existing conditions at each site and facility.

Execution of the Work (Tasks and Schedule)

Month 1:

Meet with the Public Safety Committee (meeting #1)

- Review 2017 program and space needs
- Discuss current departmental needs and expectations.

Develop new program and space needs analysis based on these discussions in accordance with three optional approaches to facility upgrades and construction.

Review new program with PSC (meeting #2)

Modify program as directed

Structural Engineer, EDG, to visit Engine 2 and Engine 3

Months 2-3:

Develop Conceptual Design for each of six potential building projects.

Develop time frames for design and construction of each

Review Conceptual Designs with Public Safety Committee (meeting #3)

Establish a prioritization/sequence of work

Finalize the plans and Issue to PM+C

Month 4:

Generate and review Cost Estimates for six building projects

Review with Public Safety Committee

Submit deliverables/final report

Notes:

1. The six build options we are to explore are described in the attached scope of work from the City and summarized below.
 - 1.1. A new 3-story, 20,000 SF police station at a to-be-determined site. Basis of design narrative needed, suitable for conceptual cost estimating purposes.
 - 1.2. Renovations/upgrades only to Central Fire Headquarters.
 - 1.3. Engine 2 – a new, 2-story, 20,000 SF station at existing site
 - 1.4. Engine 2 – a renovation/2-story addition
 - 1.5. Engine 3 – renovation/2nd story addition

1.6. Engine 3 – renovation only

1.7. Engine 3 – remove and replace with a new fire station on the existing site

2. Our assumption is that the Committee will select one of the three options to move forward with, although we anticipate that the final project definition will be somewhat different than what is currently stated. The suggested square footages for each facility are markedly lower than those derived during our 2017 study, so the programming requirements will reflect significant differences from those established in the 2017 plan.

D+W Staff that completed the 2017 study will again be available to work with you on this assignment. Specifically:

Donald Walter, AIA	Principal in Charge
Glen Gollrad, RA	Project Manager
Jason Harris, Assoc. AIA	Programmer/Designer
David Mentzer, AIA	Project Architect

3. Should a preferred option be defined and selected for further development and the City elects to retain D+W for the design phase, we propose to utilize the same team that produced the 2017 study, specifically:

Garcia Galuska DeSousa	MEP/FP Engineering
Nitsch Engineering Inc.	Site/Civil/Permitting
Project Management + Cost	Cost Estimating
Universal Environmental Consultants	Hazardous Materials
Engineers Design Group	Structural Engineering

4. Exclusions:

- There will be no work associated with the existing police station or any other existing building the City might consider for the police department's relocation.
- We will not assist with a site search or acquisition. Conceptual plans generated for a new police station will be based on a hypothetical site.
- We will not be generating any 3D renderings, building elevations drawings, site plans, floor plans, room diagrams, or basis of design narratives.
- We will not be making any presentations to the public or engaging in any meetings other than those described in the Execution of the Work unless requested and approved as an additional service.
- Providing MEP or Civil Engineering service.
- Preparation of site surveys and/or geotechnical reports.
- Preparation of Architectural renderings, models, and presentation drawings/materials.
- Inventory existing equipment / furnishings; if any are to be re-used.

Owner Provisions:

Professional design services which are not provided by the Architect, and which shall be provided under a separate contract to Owner include:

- Site survey (if required).
- Geotechnical Investigation (if required).

- Hazardous Materials Testing (if required).

As a condition of this Proposal, the Owner shall agree to provide the following:

- Access to the Project site for field verification as needed.
- Complete site survey, if one exists.
- Geotechnical engineering services, if required.
- Existing building drawings, if available.
- Environmental testing reports currently on file.

Terms:

In recognition of the relative risks, rewards and benefits of the Project to both the Owner and the Architect, the risks have been allocated such that the Owner agrees, to the fullest extent permitted by law, to limit the Architect's liability to the Owner for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from negligent errors or omissions or causes, including reasonable attorney's fees and costs and expert witness fees and costs, so that the total aggregate liability of the Architect to Owner shall not exceed the amount of the Architect's total fee for services rendered on this project. It is intended that this limitation shall apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.

In an effort to provide resolution for any conflicts that may arise during the design or construction of the Project, the Owner and the Architect agree that all disputes between them, arising out of or relating to this Proposal, shall be submitted to non-binding mediation unless the parties agree otherwise.

The Architect cannot or shall not be required to author or execute any documents that would certify, guarantee, or warrant the existence of conditions whose existence the Architect has been contracted to ascertain or over which the Architect has not control.

Neither the Architect, the Architect's Consultants, nor their agents or employees have offered any fiduciary service to the Owner/Owner and no fiduciary responsibility shall be owed to Owner by Architect, the Architect's Consultants, nor their agents or employees, as a consequence of Architect entering into this Agreement with Owner.

The Owner shall, to the fullest extent permitted by law, indemnify and hold harmless the Architect, its officers, directors, employees, agents and sub-consultants from and against all damage, liability and cost, including reasonable attorney's fees and defense cost, arising out of, or in any way connected with, the performance by any of the parties above named for the services under this Agreement, excepting only those damages, liabilities or costs attributable to the sole negligence or willful misconduct of the Architect.

In providing services under this Agreement, the Architect will endeavor to perform in a manner consistent with the degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances. The Architect makes no warranty, express or implied, as to its professional services rendered under this Agreement.

Drawings, specifications, and other documents prepared by the Architect are instruments of the Architect's service and are for the Owner's use solely with respect to this Project. The Architect shall retain all common law, statutory and other reserved rights, including the copyright. Upon completion of the Project or termination of this Agreement, the ownership of these instruments of Service shall transfer to the Owner only after the Architect has been paid in full for services rendered and for all applicable reimbursable expenses. When transmitting copy-right-protected information for use on the Project, the transmitting party represents that either the copyright owner of the information or has permission from the copyright owner to transmit the information for its use on the Project.

In the event of termination, suspension or abandonment of the Project by the Owner, the Architect shall be compensated, for services performed. The Owner's failure to make payments in accordance with this Agreement shall be considered substantial nonperformance and sufficient cause for the Architect to suspend or terminate services. Either the Architect or the Owner may terminate this Agreement after giving no less than seven days' written notice if the Project is suspended for more than 90 days, or if the other party substantially fails to perform in accordance with the Terms of this Agreement.

Fees:

Basic Services

The compensation for the additional public safety study will be an agreed upon Lump Sum Fee as listed below:

Costs of Study Services: \$66,500.00

A professional services fee retainer will not be required for this Project.

This Proposal shall remain valid for a period of Sixty (60) days from the date of issue.

Billings are compiled at the end of each month based upon the work completed and are due in full upon receipt of invoice. Invoices which are unpaid and past due more than 60 days may be subject to interest penalty charges at 1.5% per month. In the event that any portion of an account remains unpaid Sixty (60) days after billing, the Owner shall pay all costs of collection, including reasonable attorney's fees and the Architect may elect to suspend services.

The Owner explicitly understands and agrees that the Architect's fees for professional services for this project are payable per the terms stated herein and are not dependent upon funding for the project, approval by agencies, or the construction of the project. The Architect will not issue final report if the Owner's account is not current.

Reimbursable Expenses:

Not included in the above listed services are out-of-pocket reimbursable expenses such as those listed below which will be billed at cost plus 10% (1.10). We will provide a Not-to-Exceed cap of \$2,000 on reimbursable expenses:

- Extraordinary CAD plotting, printing and Xerox copy reproduction costs.
- Project photographs.
- Extraordinary postage and courier delivery services.
- Out of town travel expenses.
- Long distance communications and telephone fees/charges.

- Third party consulting fees not included in Basic Services.
- Liability insurance premiums/costs, in excess of that normally carried by the Architect, specific to the Project as requested by Owner.

If this Proposal is acceptable to you, please execute the attached Project Proposal Approval Form. Upon the Owner's acceptance, please issue a purchase order to memorialize this work as part the on-call services contract.

We look forward to working with you, and a successful completion of this Project.

Sincerely,

DORE + WHITTIER

A handwritten signature in black ink, appearing to be 'DW', written over a large, light-colored circular mark.

Donald M. Walter, AIA, MCPPO
Principal

PROJECT PROPOSAL APPROVAL FORM

OWNER: City of Melrose
72 Tremont Street
Melrose, MA 02176

PROJECT NAME: Additional Public Safety Study – *Revision 1*
PROPOSAL DATE: 31 August 2022
PROJECT FEE: \$66,500.00
PROPOSED START DATE: Upon Authorization to Proceed

PROPOSED COMPLETION DATE: Completion of scope of work 6 months from date of commencement

Owner authorizes the Architect to proceed with the project in accordance with the attached Proposal of Professional Design Services. Owner approves this Proposal and grants The Architect permission to proceed with this project by signing in the space indicated below. Acceptance is limited to the terms stated within the Proposal unless noted otherwise.

OWNER

DORE & WHITTIER ARCHITECTS, INC



Signature

Signature

Printed Name

Donald M. Walter

Printed Name

Title

Principal

Title

Date

8/31/22

Date

Please sign, keep one copy for your files and return one copy to Dore + Whittier.

Workstream #1: Proposal Development

Chief Lyle, Chief Collina, Elena Proakis, Denise Gaffey, Paul Norton,
Dale Parsons, John McCarron, Emmanuel Andrade

DRAFT Confidential for Policy Development Only

Current Stations

With a total of 33,852 GSF

DRAFT Confidential for Policy Development Only



Police Station

56 West Foster Street

Year of Construction: 1900

Lot Area: 16,596 SF

Building Area: 7,354 GSF

DRAFT Confidential for Policy Development Only



Central Fire Station

576 Main Street

Year of Construction: 1910

Lot Area: 11,881 SF

Building Area: 12,368 GSF

DRAFT Confidential for Policy Development Only



Engine 2

206 Tremont Street

Year of Construction: 1929
Lot Area: 22,041 SF
Building Area: 6,830 GSF

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Engine 3

278 East Foster Street

Year of Construction: 1964
Lot Area: 16,117 SF
Building Area: 7,300 GSF

DRAFT Confidential for Policy Development Only

Conceptual Option 1

With a total of 67,000 GSF

DRAFT Confidential for Policy Development Only



New Police Station + Dispatch Center

Address to be determined

New, 3-Story Police Station on Empty Site (20,000 SF)

NOTE: Police Station on W Foster Street remains in operation during construction (about 18 months).

DRAFT Confidential for Policy Development Only



Central Fire Station

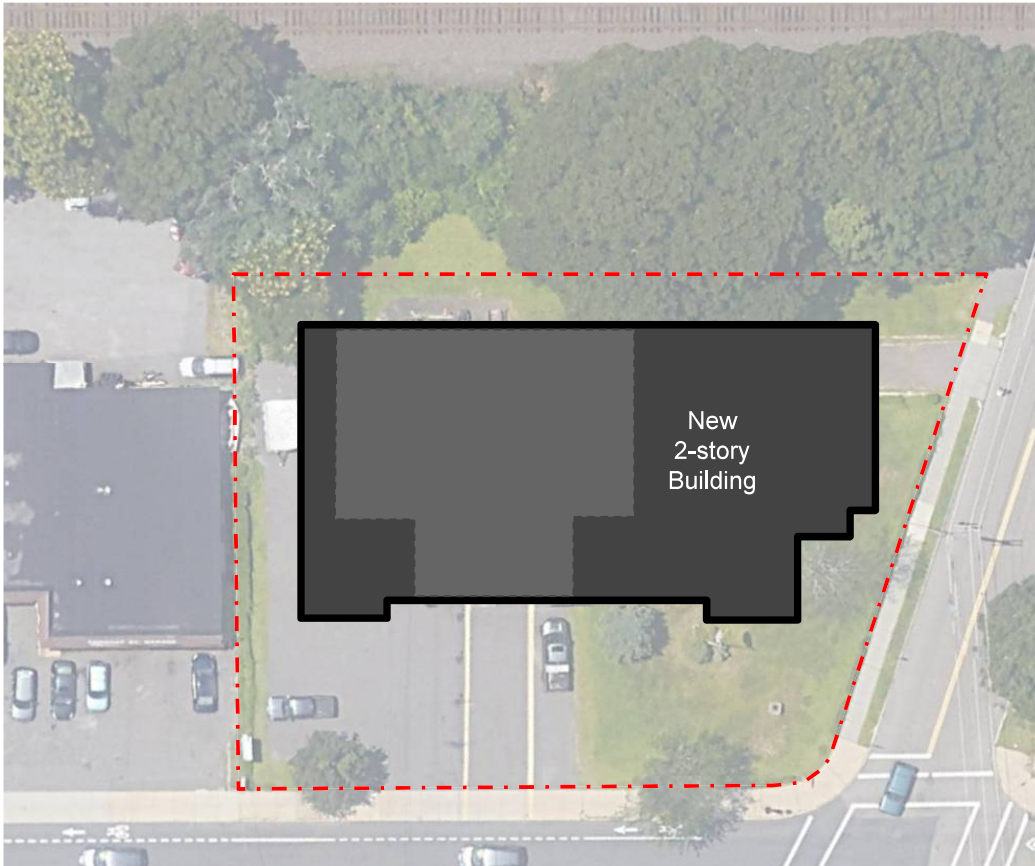
576 Main Street

Renovation (12,368 SF)

- Site improvements and replacement of site utilities.
- Roof and masonry repairs, new windows and exterior doors.
- Extensive structural, mechanical, electrical, plumbing, and fire protection systems' upgrades.
- Accessibility compliance upgrades including new elevator.
- Reconfigured spaces on top floors.

NOTE: Central Fire Station personnel relocates to Engine 2 and Engine 3 during construction (about 15 months).

DRAFT Confidential for Policy Development Only



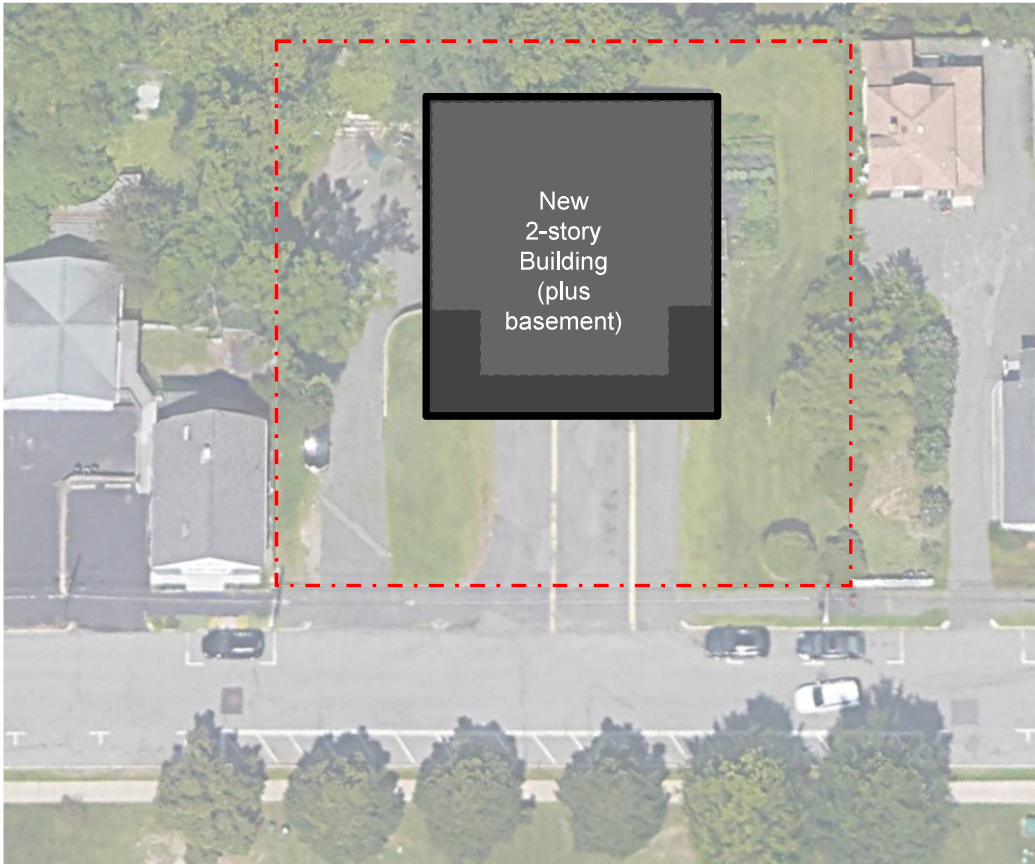
New Engine 2 with Central Fire Apparatus 206 Tremont Street

Demolish Existing Engine 2

New, Two-Story Engine 2 with a third bay for Central Fire Apparatus (20,000 SF)

NOTE: Engine 2 personnel relocates to Central Fire Station and Engine 3 during construction (about 18 months).

DRAFT Confidential for Policy Development Only



Engine 3

278 East Foster Street

Demolish Existing Engine 3

New, Two-Story (plus basement) Engine 3 with a third bay (14,600 SF)

NOTE: Engine 3 personnel relocates to Central Fire Station and Engine 2 during construction (about 18 months).

DRAFT Confidential for Policy Development Only

Conceptual Option 2

With a total of 59,000 GSF

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New Police Station + Dispatch Center

Address to be determined

New, 3-Story Police Station on Empty Site (20,000 SF)

NOTE: Police Station on W Foster Street remains in operation during construction (about 18 months).

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Central Fire Station

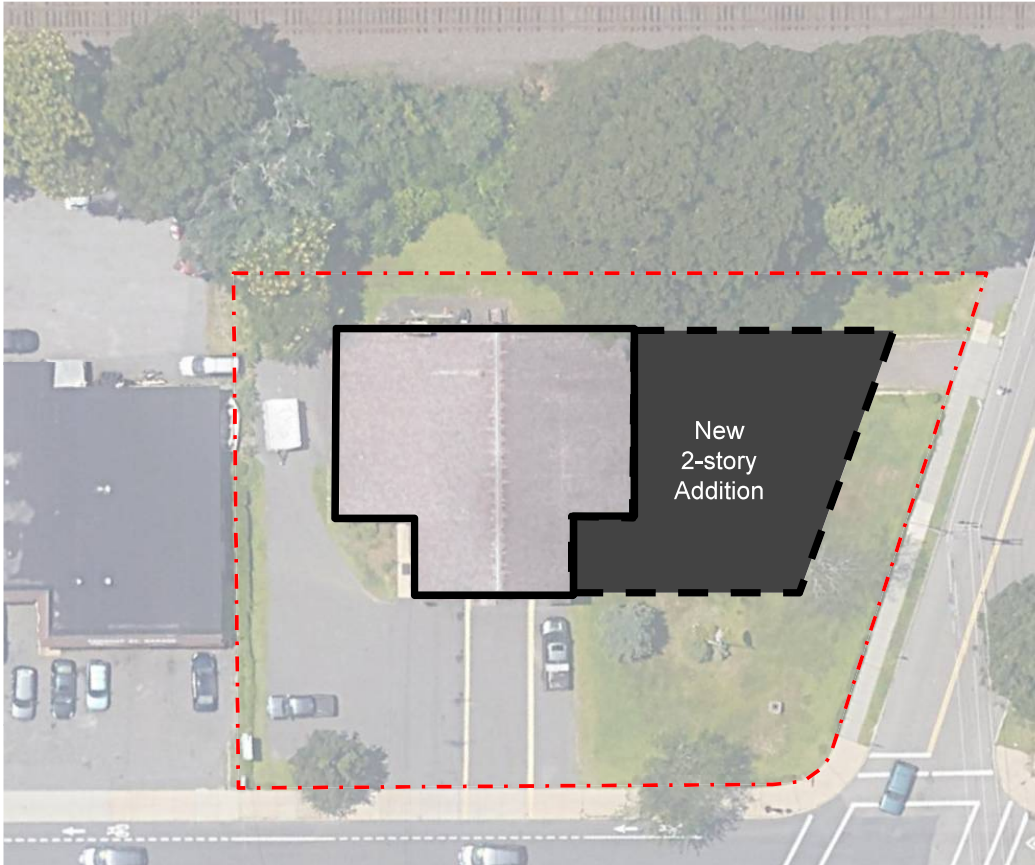
576 Main Street

Renovation (12,368 SF)

- Site improvements and replacement of site utilities.
- Roof and masonry repairs, new windows and exterior doors.
- Extensive structural, mechanical, electrical, plumbing, and fire protection systems' upgrades.
- Accessibility compliance upgrades including new elevator.
- Reconfigured spaces on top floors.

NOTE: Central Fire Station personnel relocates to Engine 2 and Engine 3 during construction (about 15 months).

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Engine 2 + Addition for Central Fire Apparatus 206 Tremont Street

Renovation and Two-Story Addition (15,000 GSF)

- Site improvements.
- Building envelope upgrades.
- Structural, mechanical, electrical, plumbing, and fire protection systems' upgrades.
- Accessibility compliance upgrades
- New addition with elevator.

NOTE: Engine 2 personnel relocates to Central Fire Station and Engine 3 during construction (about 18 months).

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Engine 3

278 East Foster Street

Renovation and Second Floor Addition (11,600 GSF)

- Site improvements, including improved drainage system.
- Masonry repairs and new windows.
- Structural, mechanical, electrical, plumbing, and fire protection systems' upgrades.
- Accessibility compliance upgrades
- New second floor with add'l spaces

NOTE: Engine 2 personnel relocates to Central Fire Station and Engine 3 during construction (about 15 months).

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Conceptual Option 3

With a total of 54,600 GSF

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New Police Station + Dispatch Center

Address to be determined

Renovation of Existing Building (20,000 SF)

NOTE: Police Station on W Foster Street remains in operation during construction (about 18 months).

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Central Fire Station

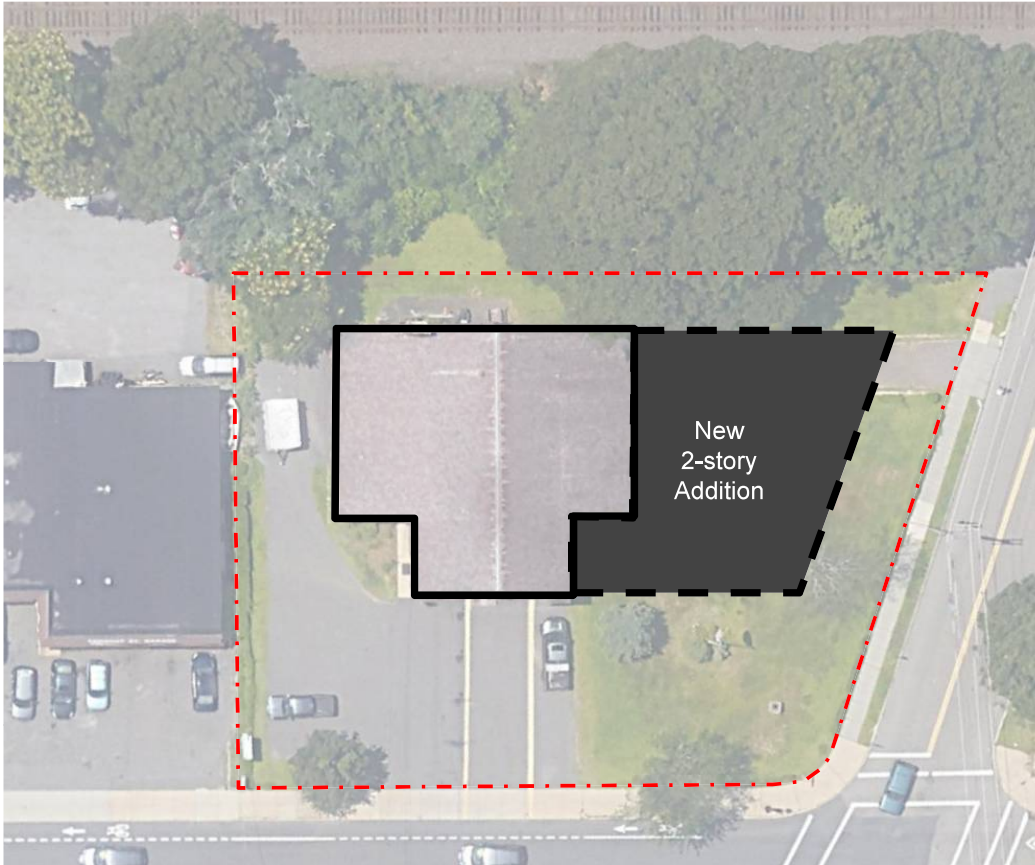
576 Main Street

Renovation (12,368 SF)

- Site improvements and replacement of site utilities.
- Roof and masonry repairs, new windows and exterior doors.
- Extensive structural, mechanical, electrical, plumbing, and fire protection systems' upgrades.
- Accessibility compliance upgrades including new elevator.
- Reconfigured spaces on top floors.

NOTE: Central Fire Station personnel relocates to Engine 2 and Engine 3 during construction (about 15 months).

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Engine 2 + Addition for Central Fire Apparatus 206 Tremont Street

Renovation and Addition (15,000 GSF)

- Site improvements, including improved drainage system.
- Masonry repairs and new windows.
- Structural, mechanical, electrical, plumbing, and fire protection systems' upgrades.
- Accessibility compliance upgrades
- New second floor with new spaces

NOTE: Engine 2 personnel relocates to Central Fire Station and Engine 3 during construction (about 18 months).



Engine 3

278 East Foster Street

Renovation (7,300 GSF)

- Site improvements, including improved drainage system.
- Masonry repairs and new windows.
- Structural, mechanical, electrical, plumbing, and fire protection systems' upgrades.
- Accessibility compliance upgrades

NOTE: Engine 2 personnel relocates to Central Fire Station and Engine 3 during construction (about 15 months).

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